



October 15, 2018

The Honorable Paul Torkelson, Chair  
House Transportation Finance Committee  
381 State Office Building  
Saint Paul, MN 55155

The Honorable Linda Runbeck, Chair  
House Transportation & Regional Governance Policy  
Committee  
417 State Office Building  
Saint Paul, MN 55155

The Honorable Frank Hornstein, DFL Lead  
House Transportation Policy & Finance Committee  
243 State Office Building  
Saint Paul, MN 55155

The Honorable Scott Newman, Chair  
Senate Transportation Finance & Policy Committee  
3105 Minnesota Senate Building  
Saint Paul, MN 55155

The Honorable Scott Dibble  
Ranking Minority Member  
Senate Transportation Finance & Policy Committee  
2213 Minnesota Senate Building  
Saint Paul, MN 55155

The Honorable Connie Bernardy, DFL Lead  
House Transportation & Regional Governance Policy  
Committee  
253 State Office Building  
Saint Paul, MN 55155

RE: 2018 Fiscal Year Interagency Agreements and Intra-Agency Transfers Report

Dear Legislators:

The Minnesota Department of Transportation is pleased to present Interagency Agreements and Intra-Agency Transfers report for fiscal year 2018.

This report fulfills the requirements laid out in [Minn. Stat. 15.0395](#). This report contains details about the MnDOT's budget, including:

- Interagency agreements and service-level agreements
- Transfers

Please contact me with any questions, or you may contact Kristin Schroedl at [kristi.schroedl@state.mn.us](mailto:kristi.schroedl@state.mn.us) or at (651) 366-4859.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Charles A. Zelle'.

Charles A. Zelle  
Commissioner

**Fiscal Year 2018 Report**

# **Interagency Agreements and Intra-Agency Transfers**

October 15, 2018

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Prepared by:

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# Contents

**Legislative Request .....4**

    15.0395 INTERAGENCY AGREEMENTS AND INTRA-AGENCY TRANSFERS. ....4

**Fiscal Year 2018 Interagency Agreements and Service-Level Agreements: October 15, 2018.....5**

**Fiscal Year 2018 Transfers\*: October 15, 2018.....18**

**Appendix A: Copies of Agreements.....24**

# Legislative Request

This report is issued to comply with [Minnesota Statutes 15.0395](#).

## **15.0395 INTERAGENCY AGREEMENTS AND INTRA-AGENCY TRANSFERS.**

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

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

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

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

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

*The cost of preparing this report is less than \$5,000.*

# **Fiscal Year 2018 Interagency Agreements and Service-Level Agreements: October 15, 2018**

**Minnesota Department of Transportation (MnDOT)**

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
	Payable	MNIT		Provides enterprise and local IT services to MnDOT.	Minn. Stat. 16E.016		6/30/2019		2018	\$48,714,850.74	\$0.00
00153	Receivable	DOC	DOC	Faribault Site	Minn. Stat. 174.02, subd. 2	12/1/2011	11/30/2021	\$3,000.00	2018	\$0.00	(\$300.00)
00159	Receivable	DOC	DOC	St. Cloud site. Communications Facility Use Agreement. 3725 12th St. N, St. Cloud.	Minn. Stat. 174.02, subd. 2	12/1/2011	11/30/2021	\$3,000.00	2018	\$0.00	(\$300.00)
00162	Receivable	DOC	DOC	Communications Facility Use Agreement. Lino Lakes,7525 4th Ave, Lino Lakes, MN	Minn. Stat. 174.02, subd. 2	12/1/2011	11/30/2021	\$3,000.00	2018	\$0.00	(\$300.00)
00517	Receivable	DOC	DOC	Shakopee Site.	Minn. Stat. 174.02, subd. 2	2/1/2012	1/31/2022	\$3,000.00	2018	\$0.00	(\$300.00)
01080	Payable	DNR		St. Croix Crossing Public Boat Access	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c); Minn. Stat. 174.02, subd. 6(c)	9/25/2012	5/6/2018	\$1,200,000.00	2018	\$0.00	\$0.00
01822	Payable	MPCA		Stipulation Agreement: Disputed matter between MPCA and MnDOT/NorthStar Materials dba Knife River Materials.	Minn. Stat. Chaps. 115 and 116	8/16/2012	8/16/2022	\$235,170.00	2018	\$0.00	\$0.00
02909	Payable	MPCA		Stipulation Agreement: Disputed matter between MPCA and Lunda Construction /MnDOT	Minn. Stat. Chaps. 115 and 117	12/3/2012	12/3/2022	\$7,500.00	2018	\$0.00	\$0.00
03071	Payable	DNR		St. Croix Crossing Project Mussel Mitigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	3/7/2013	12/31/2017	\$202,574.00	2018	\$0.00	\$0.00
03090	Payable	DNR		The DNR is proposing a federal aid project to construct a portion of the Glacial Lakes Trail between Richmond and 178th Ave west of Cold Spring.	Minn. Stat. 161.36	4/5/2013	4/5/2018	\$10,000.00	2018	\$0.00	\$0.00
04156	Payable	DNR		St Croix Crossing Water Enforcement	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	6/7/2013	6/1/2018	\$800,000.00	2018	\$8,915.85	\$0.00
04580	Payable	DNR		5 years after approval date. Firefighters	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a) and (b)	10/30/2013	10/29/2018	\$10,000.00	2018	\$1,208.16	\$0.00
04590	Payable	DVA		Payable \$280,000 Utilities and access to building Replaces 93477	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	5/3/2015	6/30/2018	\$280,000.00	2018	\$77,960.92	\$0.00
05258	Receivable		DPS	MSP, Shared facilities: Statewide; Use of space agreement	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	4/2/2014	6/30/2015	\$4,259,264.13	2018	\$0.00	(\$825,383.83)
05777	Payable	DLI		Compliance Partnership with MnOSHA for the St Croix Bridge Crossing Project; safety inspections	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a), (b) and (c)	4/9/2015	6/1/2017	\$100,000.00	2018	\$2,641.00	\$0.00
06989	Receivable		DPS	Rental of classroom space at MnDOT Training Center by the Mn State Patrol	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	12/11/2014	6/30/2015	\$21,000.00	2018	\$0.00	(\$1,265.00)
07142	Receivable		DNR	Shared Facility; office space, heated storage and yard storage space..	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	5/6/2014	6/30/2020	\$19,000.00	2018	\$0.00	(\$2,041.44)
11415	Receivable		DPS	DVS, Thief River Falls, Shared Facility: rental of a total of 2925 usable square feet comprised of 675 usable square feet of office space and 2,250 usable square feet of parking lot space	Minn. Stat. 174.02, subd. 2	7/1/2005	6/30/2010	\$130,709.44	2018	\$0.00	(\$5,052.52)
92070	Receivable		DNR	Fracture Critical Bridge Inspection	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	1/22/2008	2/7/2018	\$39,000.00	2018	\$0.00	\$0.00
92571	Receivable		MDA	Shared Site - Use of space, Parking area. 3725 12th St North, City of St Cloud	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	4/8/2008	2/28/2009	\$96,129.32	2018	\$0.00	(\$10,146.20)
95059	Payable	DOC	DOC	Payable. Rush City Site.	Minn. Stat. 174.02, subd. 2	8/1/2009	7/31/2019	\$6,000.00	2018	\$0.00	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE	AGREEMENT DETAILS						
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
98566	Neither Payable Or Receivable	Emergency Medical Services Regulatory Board	Emergency Medical Services Regulatory Board	Hastings Site,	Minn. Stat. 403.36	6/19/2009	11/30/2022	\$3,000.00	2018	\$0.00	\$0.00
99078	Receivable	DOC	DOC	Moose Lake.	Minn. Stat. 403.36	4/1/2012	3/31/2022	\$3,000.00	2018	\$0.00	(\$300.00)
99464	Receivable	DOC	DOC	Moose Lake Site,	Minn. Stat. 174.02, subd. 2	10/1/2011	9/30/2021	\$3,000.00	2018	\$0.00	(\$300.00)
1000658	Payable	DPS		Red Dye Fuel Monitoring Program	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c), Minn. Stats. 161.36 and 4.07	6/17/2015	7/31/2017	\$340,000.00	2018	\$72,656.75	\$0.00
1000842	Receivable		MnIT	Inter-agency Partnership with MN.IT for relocating fiber and sharing fiber	Minn. Stat. 161.36, subd. 2	6/26/2015	6/30/2029	\$20,000.00	2018	\$0.00	\$0.00
1000897	Receivable		DPS	Shared Facility; DPS-Driver & Vehicle Services Mankato headquarters Formerly Lease 11707-A, Mankato Headquarters Building, 2161 Basset Drive.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	10/20/2015	9/30/2020	\$124,154.76	2018	\$0.00	(\$24,628.62)
1001209	Payable	Admin		Admin# 807 Transportation Building, 395 John Ireland Boulevard, 255,541 sq ft of space No copy of first lease.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	7/1/2009	6/30/2011	\$35,506,005.72	2018	\$4,812,594.24	\$0.00
1001347	Payable	MIAC		Transfer agreement to allow federal funds to pass from FHWA to BIA for Bena Trail Phase 2	23 U.S.C. § 104 (t)(3)(A)	6/6/2016	8/6/2025	\$674,800.00	2018	\$0.00	\$0.00
1001409	Payable	BWSR		2015-2020 develop and continue to develop wetland banks both independently and jointly to meet wetland replacement requirements for public road projects.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	8/13/2015	6/30/2020	\$3,750,000.00	2018	\$1,243,317.01	\$0.00
1001452	Payable	DNR		LMIS010139 Temporary Construction and Top Soil Storage A strip of land 660 feet long and 50 feet wide within the Southwest Quarter of the Southeast Corner of Section 11, Township 136 North, Range 29	Minn. Stats. 174.02 and 471.59	7/22/2015	6/30/2020	\$550.00	2018	\$0.00	\$0.00
1001472	Payable	DPS		First Netmotion VPS Services Using MN State Patrol Server	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	9/21/2015	6/30/2020	\$25,200.00	2018	\$5,050.00	\$0.00
1001813	Payable	DNR		Payable. Kabetogema Tower Site. Formerly lease 144-019-0028.	Minn. Stat. 174.02, subd. 2	7/1/2010	6/30/2020	\$146,880.00	2018	\$0.00	\$0.00
1001866	Payable	DNR		Miscellaneous Lease - LMIS000288, - 3920 Hwy 2 W, Bemidji, MN 56619, Salt Storage Building, Ten Years.	Minn. Stat. 92.50	10/1/2001	9/30/2025	\$815.00	2018	\$0.00	\$0.00
1002086	Receivable		DPS	Shared Space Lease. Lease # 11245-A. MnDOT Detroit Lakes Office, located at 1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	6/22/2016	6/30/2020	\$107,999.40	2018	\$0.00	(\$21,581.00)
1002090	Receivable		DPS	Lease # 11035-A, Shared Facility; Partnership Lease, approximately seven hundred (700) usable square feet of office space in the MnDOT Virginia Office located at 101 North Hoover Road, Virginia, MN 55792-3412	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	5/16/2016	6/30/2020	\$36,603.19	2018	\$0.00	(\$7,314.24)
1002179	Payable	DPS		MnPASS state patrol enforcement services	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a); Minn. Stat. 160.93	1/12/2016	8/31/2018	\$5,096,486.80	2018	\$252,281.04	\$0.00
1002212	Receivable		DPS	Procurement of Hardware and Software for ARMER	Minn. Stat. 161.36, subd. 2	12/22/2015	12/20/2015	\$15,359,167.35	2018	\$0.00	(\$3,071,833.47)
1002343	Payable	DEED		Administer Workkeys Applied Math and Reading for Information Tests	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	3/3/2016	2/28/2019	\$11,500.00	2018	\$2,024.00	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1002527	Receivable		Admin	Special Partnership - Sell Road Salt/Sand to the Dept of Administration, Plant Management for the Capitol Complex Roads	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	6/30/2017	6/30/2020	\$45,000.00	2018	\$0.00	\$0.00
1002907	Receivable		MnIT	Provide dark single mode fiber paths for MNET communications for various locations in the Twin Cities Metro Area	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	12/8/2016	6/30/2030	\$1,500,000.00	2018	\$0.00	(\$22,399.80)
1003288	Payable	MMB		MnDOT District 1 Manufacturers' Perspectives Interview Project	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	5/11/2016	3/31/2017	\$426,088.00	2018	\$185,647.52	\$0.00
1003295	Receivable		DPS	2016 Motor Carrier Safety Assistance Program (MCSAP) Interagency Grant Agreement	Minn. Stat. 299A.01, subd. 2(4)	5/13/2016	9/30/2017	\$1,152,297.00	2018	\$0.00	(\$89,283.85)
1003397	Payable	DNR		Mussel surveys: SPs 1981-124 & 6233-20 (Metro) 2506-79 & 2508-29 (D6), 0804-81 (D7)	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	6/29/2016	12/31/2016	\$63,000.00	2018	\$34,000.00	\$0.00
1026211	Payable	MMB		Design Consultation and Facilitation Support (Rail)	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	8/5/2016	6/30/2017	\$4,725.00	2018	\$1,957.50	\$0.00
1026262	Payable	MnIT		OSA Portal Hosting Agreement	Minn. Stat. 161.36, subd. 2	9/14/2016	6/30/2017	\$79,000.00	2018	\$20,647.32	\$0.00
1026278	Payable	DEED		To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance and reporting.	Minn. Stat. 161.36, subd. 3	11/16/2016	9/30/2019	\$504,000.00	2018	\$261,466.06	\$0.00
1026897	Receivable		DPS	2017 NHTSA Lane Departure Countermeasure Deployment	Minn. Stat. 299A.01, subd. 2(4)	10/26/2016	9/30/2017	\$897,877.81	2018	\$0.00	\$0.00
1026898	Receivable		DPS	2017 NHTSA Roadway Safety Evaluation, Planning, and Studies	Minn. Stat. 299A.01, subd. 2(4)	11/14/2016	9/30/2017	\$27,611.00	2018	\$0.00	\$0.00
1026899	Receivable		DPS	2017 NHTSA Intersection Safety Countermeasure Deployment	Minn. Stat. 299A.01, subd. 2(4)	11/14/2016	9/30/2017	\$5,171,769.13	2018	\$0.00	(\$3,267,155.15)
1026995	Payable	MMB		Investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	11/7/2016	9/30/2017	\$33,963.60	2018	\$8,963.60	\$0.00
1027114	Receivable		DPS	2017 NHTSA Crash Data Analysis	Minn. Stat. 299A.01, subd. 2(4)	12/12/2016	9/30/2017	\$125,000.00	2018	\$0.00	(\$17,805.00)
1027122	Receivable		DNR	TH 71 sp 3417-18 DNR box culvert on jct w/CSAH 40. Mill & Overlay, adding Left turn lanes from Eagle Lake to Jct TH 9.	Minn. Stat. 161.20, subd. 2	5/22/2017		\$1,129,865.46	2018	\$0.00	(\$1,129,865.46)
1027131	Payable	DNR		Delegated Contract Process (DCP) agreement with DNR.	Minn. Stat. 161.36	2/2/2017	2/2/2022	\$1,300,000.00	2018	\$0.00	\$0.00
1027200	Receivable		DOC	Department of Corrections cost for parking lot milling and paving project tied to MnDOT SP 8821-200 project.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	4/5/2017		\$181,453.43	2018	\$0.00	(\$150,769.00)
1027367	Payable	MMB		Web Portal User Feedback	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 2(e)	1/25/2017	6/30/2017	\$70,165.00	2018	\$47,390.00	\$0.00
1027533	Payable	MMB		Commercial Vehicle Operations Assessment and Recommendations	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 2(e)	2/22/2017	6/30/2017	\$144,607.50	2018	\$85,400.00	\$0.00
1027902	Payable	DPS		Red Dye Fuel Monitoring Program	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	5/10/2017	6/30/2019	\$599,000.00	2018	\$220,505.00	\$0.00
1027919	Payable	DNR		Stream design for Deer Creek	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	10/12/2017	1/31/2019	\$16,430.00	2018	\$0.00	\$0.00
1027942	Payable	DNR		Delegated Contract Process (DCP) agreement for project with DNR.	Minn. Stat. 161.36	5/19/2017	7/1/2018	\$756,265.00	2018	\$0.00	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1028184	Both Receivable And Payable	DNR	DNR	Master Partnership Contract	Minn. Stat. 174.02, subd. 6	7/21/2017	6/30/2022	\$1,000,000.00			
1028269	Payable	DNR		DCP agreement for project with DNR	Minn. Stat. 161.36	3/20/2018	3/20/2023	\$1,230,000.00	2018	\$0.00	\$0.00
1028439	Payable	DPS		State Patrol - Extraordinary Enforcement in Work Zones; 2017-2022	Minn. Stat. 161.36, subd. 2	7/24/2017	6/30/2022	\$5,500,000.00	2018	\$262,319.17	\$0.00
1028455	Receivable		DVA	Purchase of road salt by Veterans Home in Minneapolis	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	11/21/2017	9/30/2022	\$18,678.13	2018	\$0.00	(\$3,518.11)
1028561	Payable	MDH		Chemical Analysis of Highway Runoff Samples Collected	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	7/11/2017	6/30/2018	\$49,738.00	2018	\$19,451.02	\$0.00
1028622	Payable	Admin		Standard Specifications for Construction 2018; publication and sales terms and conditions.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	6/22/2017	12/31/2020	\$15,168.00	2018	\$0.00	\$0.00
1028623	Receivable		DPS	State Patrol - Shared Facility; Rental of classroom space at the MnDOT Training Center for FY18-22	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	10/13/2017	6/30/2022	\$25,000.00	2018	\$0.00	(\$2,710.00)
1028646	Receivable		DPS	Interagency Rail Director Funding for FY 2018 - Public Safety Department.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	9/29/2017	6/30/2018	\$50,000.00	2018	\$0.00	(\$44,408.79)
1028647	Receivable		MPCA	Interagency Rail Director Funding for FY 2018 - Pollution Control Agency	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	8/7/2017	6/30/2018	\$40,000.00	2018	\$0.00	(\$35,340.65)
1028649	Receivable		MDA	Interagency Rail Director Funding for FY 2018 - Agriculture Department	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	9/14/2017	6/30/2018	\$6,600.00	2018	\$0.00	(\$5,978.72)
1028650	Receivable		DEED	Interagency Rail Director Funding for FY 2018 - DEED	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	8/7/2017	6/30/2018	\$6,600.00	2018	\$0.00	(\$6,178.72)
1028663	Payable	DNR		Shared facility; Replaces MnDOT Contract No. 00611. Maintenance at Grand Portage State Park/Rest Area and Customdial Servcies at Mount Josephine Way Side	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	6/27/2017	6/30/2022	\$287,000.00	2018	\$57,400.00	\$0.00
1028713	Payable	Admin		Archibus upgrade. MnDOT's share of system upgrade.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	6/29/2017	6/30/2019	\$300,000.00	2018	\$0.00	\$0.00
1028723	Receivable		DPS	2017 ATSIP Traffic Records Forum	Minn. Stat. 161.36, subd. 2	7/1/2017	8/31/2017	\$2,500.00	2018	\$0.00	(\$1,711.58)
1028793	Payable	MMB		Trunk Highway Mowing and Haying Task Force	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	7/25/2017	4/1/2018	\$78,720.00	2018	\$62,970.00	\$0.00
1028827	Receivable		DPS	Radiological Emergency Preparedness Grant FY2018 and 2019	Minn. Stat. 299A.01, subd. 2(4)	8/29/2017	6/30/2019	\$221,000.00	2018	\$0.00	\$88,642.03
1028882	Payable	MMB		Enterprise Talent Development FY 18	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	7/21/2017	6/30/2018	\$215,158.00	2018	\$215,160.00	\$0.00
1029070	Payable	Admin		OES will support state agencies by helping them to make choices that will improve sustainability outcomes through the implementation of best practices in their agency.	MS 16B.04 MWS 471.59	7/21/2017	6/30/2019	\$100,000.00	2018	\$60,000.00	\$0.00
1029088	Receivable		DPS	2017 Motor Carrier Safety Assistance Program (MCSAP) Interagency Grant	Minn. Stat. 299A.01, subd. 2(4)	10/25/2017	9/30/2018	\$1,399,071.17	2018	\$0.00	(\$1,179,775.76)
1029094	Payable	MnIT		LRS System Mapping & Support	Minn. Stat. 161.36, subd. 2	8/25/2017	12/31/2018	\$366,966.36	2018	\$179,134.78	\$0.00
1029104	Payable	MMB		Executive Recruiter FY 18	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	8/7/2017	6/30/2018	\$75,920.00	2018	\$75,920.00	\$0.00
1029115	Payable	MMB		Transportation System Public Opinion Survey	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	8/2/2017	10/31/2017	\$12,040.00	2018	\$9,030.00	\$0.00
1029185	Receivable		DPS	2018 NHTSA Toward Zero Deaths Conference	Minn. Stat. 299A.01, subd. 2(4)	8/17/2017	9/30/2018	\$262,400.00	2018	\$0.00	(\$206,825.61)

AGREEMENT WITH AND TYPE				PURPOSE	AGREEMENT DETAILS						
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1029216	Receivable		DPS	2018 NHTSA Toward Zero deaths (TZD) Regional Coordination	Minn. Stat. 299A.01, subd. 2(4)	8/18/2017	9/30/2018	\$154,000.00	2018	\$0.00	(\$152,157.24)
1029523	Payable	DEED		State Career Fair on October 14, 2017	16C.05 2	9/28/2017	10/30/2017	\$2,500.00	2018	\$2,500.00	\$0.00
1029551	Receivable		MDA	Real Colors Training	16C.05 2	9/29/2017	11/30/2017	\$429.00	2018	\$0.00	(\$429.00)
1029576	Payable	GOV		Pay for 35% of salary and fringe benefits for work associated with the Freight Rail Council and other Rail related-projects, also agrees to pay for all non-salary related costs for the Rail Director position; travel, conference fees and expenses.	Minn. Stat. 161.36, subd. 2	9/29/2017	1/7/2019	\$200,000.00	2018	\$0.00	\$0.00
1029581	Payable	MMB		Purchase Military Challenge Coins from State Contract Vendor Specialty Promotions, State Contract No. 77746.	16C.05 2	10/12/2017	6/30/2018	\$3,150.00	2018	\$3,150.00	\$0.00
1029849	Payable	MMB		Investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	11/20/2017	2/20/2018	\$25,000.00	2018	\$19,514.26	\$0.00
1030132	Payable	MMB		Office of Environmental Stewardship Cultural Resources Unit Review and Assessment	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	12/7/2017	6/30/2018	\$20,300.00	2018	\$16,240.00	\$0.00
1030138	Payable	MMB		Office of Civil Rights Coaching Support	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	12/12/2017	6/30/2018	\$96,052.00	2018	\$39,176.00	\$0.00
1030164	Payable	DPS		Enhanced enforcement from State Patrol at site of sinkhole on I-694.	Minn. Stat. 161.36, subd. 2	12/8/2017		\$18,222.64	2018	\$18,217.47	\$0.00
1030231	Payable	MMB		Research Services and Library Staffing Assessment Study	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	12/21/2017	6/30/2018	\$52,920.00	2018	\$31,360.00	\$0.00
1030362	Payable	MMB		Commercial Vehicle Operations Customer Focus Project	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	1/17/2018	12/31/2018	\$66,920.00	2018	\$21,840.00	\$0.00
1030373	Payable	MMB		Transportation Equity Pilot	Minn. Stat. 161.36, subd. 2	1/23/2018	11/30/2018	\$126,540.00	2018	\$27,731.83	\$0.00
1030432	Payable	MMB		Commercial Vehicle Operations Leadership Development	Minn. Stat. 161.36, subd. 2	1/29/2018	12/31/2018	\$62,160.00	2018	\$13,720.00	\$0.00
1030554	Receivable		DPS	2018 NHTSA Roadway Safety Evaluation, Planning, & Studies	Minn. Stat. 299A.01, subd. 2(4)	2/1/2018	10/1/2018	\$100,000.00	2018	\$0.00	(\$6,193.81)
1030555	Receivable		DPS	2018 NHTSA Intersection Safety Countermeasure Deployment	Minn. Stat. 299A.01, subd. 2(4)	2/7/2018	9/30/2018	\$1,456,797.20	2018	\$0.00	(\$378,207.06)
1030697	Receivable		DPS	Real Colors Training	Minn. Stat. 16C.05, subd. 2	3/5/2018	6/30/2018	\$491.63	2018	\$0.00	(\$470.40)
1030824	Receivable		MDA	Real Colors Training	Minn. Stat. 161.36, subd. 2	3/29/2018	6/30/2018	\$550.00	2018	\$0.00	(\$537.50)
1030888	Receivable		DHS	Real Colors Training	Minn. Stat. 161.36, subd. 2	4/3/2018	4/5/2018	\$362.18	2018	\$0.00	(\$362.18)
1030889	Payable	MIAC		With MIAC (MIAC) for assistance at Mission Creek.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	6/28/2018	9/30/2019	\$388,889.50	2018	\$0.00	\$0.00
1030897	Payable	MMB		Investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	3/28/2018	9/30/2018	\$25,000.00	2018	\$25,275.10	\$0.00
1030938	Payable	MnIT		Cultural Resources Information System - Phase III	Minn. Stat. 161.36, subd. 2	5/15/2018	6/30/2019	\$250,091.92	2018	\$0.00	\$0.00
1031026	Payable	MMB		SNAP Revisions and Testing	Minn. Stat. 161.36, subd. 2	4/16/2018	6/30/2018	\$3,640.00	2018	\$1,960.00	\$0.00
1031054	Payable	MMB		Creative Thinking - How to think differently to get better results	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	4/20/2018	6/29/2018	\$550.00	2018	\$550.00	\$0.00
1031181	Payable	MIAC		Sponsorship for Governor's Tribal Youth Gathering Event	Minn. Stat. 161.36, subd. 2	5/29/2018	8/7/2018	\$20,000.00	2018	\$5,000.00	\$0.00

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1031189	Payable	DHS		Reports based on data collected during the 2018 Wilder homeless survey	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	6/6/2018	12/31/2019	\$20,000.00	2018	\$0.00	\$0.00
1031266	Payable	DPS		Maintenance Extraordinary Enforcement	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	6/22/2018	6/30/2019	\$80,000.00	2018	\$0.00	\$0.00
1031285	Receivable		DPS	2018 National Highway Traffic Safety Administration: Drowsy Driving Study	Minn. Stat. 299A.01, subd. 2(4)	6/1/2018	9/30/2019	\$215,000.00	2018	\$0.00	\$0.00
1031396	Payable	MMB		Labor Relations - Investigative services	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	6/5/2018	9/4/2018	\$25,000.00	2018	\$0.00	\$0.00
1031400	Payable	MnIT		OSA Portal Phase 1 - Issue Resolution	Minn. Stat. 161.36, subd. 2	6/26/2018	6/30/2019	\$158,900.28	2018	\$0.00	\$0.00
1031449	Payable	MDH		Chemical Analysis of Highway Runoff Samples Collected	Minn. Stat. 161.36, subd. 2	6/26/2018	6/30/2019	\$39,816.00	2018	\$0.00	\$0.00
1031492	Payable	MMB		Manufacturers' Perspective District 7	Minn. Stat. 161.36, subd. 2	6/19/2018	6/30/2019	\$154,215.00	2018	\$0.00	\$0.00
02192W29	Receivable		DNR	DNR will provide \$32,000 for a signing project along the Great River Road, a National Scenic Byway, comprised of 565 miles of federal, state, county, city and park and forest road.	Minn. Stat. 174.02, subd. 6	5/5/2017	12/31/2017	\$32,000.00	2018	\$0.00	\$0.00
1028184W01	Receivable		DNR	DNR Fracture Critical Bridges	Minn. Stat. 174.02, subd. 6	8/3/2017	6/30/2022	\$195,000.00	2018	\$0.00	\$12,482.99
1028184W02	Payable	DNR		Mussel Mitigation for the High Bridge Project	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	9/13/2017	6/30/2022	\$207,500.00	2018	\$207,500.00	\$0.00
1028184W04	Receivable		DNR	Salt/Sand	Minn. Stat. 174.02, subd. 6	11/30/2017	6/30/2022	\$9,339.06	2018	\$0.00	\$0.00
1028184W05	Payable	DNR		Pollinator Coordinator	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	2/16/2018	6/30/2018	\$25,000.00	2018	\$25,000.00	\$0.00
<b>FY2018 TOTALS</b>								<b>\$98,364,523.11</b>		<b>\$57,459,596.34</b>	<b>-\$10,572,004.69</b>

	Payable	MNIT		Provides enterprise and local IT services to MnDOT.	Minn. Stat. 16E.016		6/30/2017		2017	\$58,723,080.00	\$0.00
00153	Receivable	DOC	DOC	Faribault Site	Minn. Stat. 174.02, subd. 2	12/1/2011	11/30/2021	\$3,000.00	2017	\$0.00	\$0.00
00159	Receivable	DOC	DOC	St. Cloud site. Communications Facility Use Agreement. 3725 12th St. N, St. Cloud.	Minn. Stat. 174.02, subd. 2	12/1/2011	11/30/2021	\$3,000.00	2017	\$0.00	\$0.00
00162	Receivable	DOC	DOC	Communications Facility Use Agreement. Lino Lakes, 7525 4th Ave, Lino Lakes, MN	Minn. Stat. 174.02, subd. 2	12/1/2011	11/30/2021	\$3,000.00	2017	\$0.00	\$0.00
00517	Receivable	DOC	DOC	Shakopee Site.	Minn. Stat. 174.02, subd. 2	2/1/2012	1/31/2022	\$3,000.00	2017	\$0.00	\$0.00
00611	Payable	DNR		Shared Site; Cooperatively provide maintenance at the Grand Portage State Park Visitor Center/ Mount Josephine Rest Area, supersedes 97646P.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	5/1/2012	6/30/2017	\$52,180.00	2017	\$52,180.00	\$0.00
00767	Payable	DNR		Permit to allow the legal taking of all individuals or threatened freshwater mussels at the site of the proposed stabilization of the Highway 36 Bridge over the St Croix River.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	4/3/2012	12/31/2016	\$12,825.00	2017	\$0.00	\$0.00
01080	Payable	DNR		St. Croix Crossing Public Boat Access	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c); Minn. Stat. 174.02, subd. 6(c)	9/25/2012	5/6/2018	\$1,200,000.00	2017	\$0.00	\$0.00
01822	Payable	MPCA		Stipulation Agreement: Disputed matter between MPCA and MnDOT/NorthStar Materials dba Knife River Materials.	Minn. Stat. chs. 115 and 116	8/16/2012	8/16/2022	\$235,170.00	2017	\$0.00	\$0.00

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02872	Payable	DPS		MSP, extraordinary workzone enforcement	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	10/17/2013	9/30/2018	\$1,099,595.19	2017	\$0.00	\$0.00
02909	Payable	MPCA		Stipulation Agreement: Disputed matter between MPCA and Lunda Construction /MnDOT	Minn. Stat., Chs. 115 and 116	12/3/2012	12/3/2022	\$7,500.00	2017	\$0.00	\$0.00
02914	Payable	MMB		Smart Signal Technologies Inc - Software License agreement	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	1/18/2013	1/18/2018	\$117,837.50	2017	\$0.00	\$0.00
03071	Payable	DNR		St. Croix Crossing Project Mussel Mitigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	3/7/2013	12/31/2017	\$202,574.00	2017	\$0.00	\$0.00
3090	Payable	DNR		The DNR is proposing a federal aid project to construct a portion of the Glacial Lakes Trail between Richmond and 178th ave west of Cold Spring.	Minn. Stat. 161.36	4/5/2013	4/5/2018	\$10,000.00	2017	\$0.00	\$0.00
04135	Payable	DOC		Supplier Contract: Provide parts and components for 55-60 snow plow trucks per year.	Minn. Stat. 161.36, subd. 2	10/1/2013	6/30/2018	\$1,650,000.00	2017	\$0.00	\$0.00
04156	Payable	DNR		St Croix Crossing Water Enforcement	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	6/7/2013	6/1/2018	\$800,000.00	2017	\$43,387.17	\$0.00
04580	Payable	DNR		5 years after approval date. Firefighters	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a) and (b)	10/30/2013	10/29/2018	\$10,000.00	2017	\$1,507.03	\$0.00
04590	Payable	DVA		Payable \$280,000 Utilities and access to building Replaces 93477	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	5/3/2015	6/30/2018	\$280,000.00	2017	\$78,390.23	\$0.00
05258	Receivable		DPS	MSP, Shared facilities: Statewide; Use of space agreement	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	4/2/2014	6/30/2015	\$4,259,264.13	2017	\$0.00	(\$204,302.93)
05290	Payable	MMB		Discrimination-Investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	1/8/2014	6/30/2014	\$200,000.00	2017	\$4,591.61	\$0.00
05777	Payable	DLI		Compliance Partnership with MnOSHA for the St Croix Bridge Crossing Project; safety inspections	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a) (b) and (c)	4/9/2015	6/1/2017	\$100,000.00	2017	\$4,799.40	\$0.00
06497	Payable	DPS		State patrol extraordinary enforcement in work zones	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	8/6/2014	6/30/2017	\$5,500,000.00	2017	\$155,953.19	\$0.00
06949	Receivable		DPS	2015 National Highway Traffic Safety Administration (NHTSA) Intersection safety countermeasure deployment	Minn. Stat. 299A.01, subd. 2(4)	10/9/2014	9/30/2016	\$8,787,450.00	2017	\$0.00	\$0.00
07007	Receivable		DPS	2015 National Highway Traffic Safety Administration (NHTSA) Lane departure counter measure deployment	Minn. Stat. 299A.01, subd. 2(4)	10/9/2014	9/30/2016	\$2,372,000.00	2017	\$0.00	\$0.00
07008	Receivable		DPS	2015 National Highway Traffic Safety Administration (NHTSA) Roadway safety evaluation, planning and studies	Minn. Stat. 299A.01, subd. 2(4)	10/9/2014	9/30/2016	\$628,222.00	2017	\$0.00	\$0.00
07142	Receivable		DNR	Shared Facility; office space, heated storage and yard storage space..	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	5/6/2014	6/30/2020	\$19,000.00	2017	\$0.00	(\$995.84)
92070	Receivable		DNR	Fracture Critical Bridge Inspection	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	1/22/2008	2/7/2018	\$39,000.00	2017	\$0.00	\$0.00
92571	Receivable		MDA	Shared Site - Use of space, Parking area. 3725 12th St North, City of St Cloud	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	4/8/2008	2/28/2009	\$96,129.32	2017	\$0.00	(\$4,206.95)
95059	Receivable	DOC	DOC	Payable. Rush City Site.	Minn. Stat. 174.02, subd. 2	8/1/2009	7/31/2019	\$6,000.00	2017	\$0.00	\$0.00

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98566	Receivable	Emergency Medical Services Regulatory Board	Emergency Medical Services Regulatory Board	Hastings Site,	Minn. Stat. 174.02, subd. 2	6/19/2009	11/30/2022	\$3,000.00	2017	\$0.00	\$0.00
99078	Receivable	DOC	DOC	Moose Lake.	Minn. Stat. 174.02, subd. 2	4/1/2012	3/31/2022	\$3,000.00	2017	\$0.00	\$0.00
99119	Payable	DNR		Federal Participation in Construction; Tettegouche Visitor Center and Safety Rest Area	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c); 2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	6/13/2012	6/12/2017	\$3,100,000.00	2017	\$195,530.00	\$0.00
99464	Receivable	DOC	DOC	Moose Lake Site,	Minn. Stat. 174.02, subd. 2	10/1/2011	9/30/2021	\$3,000.00	2017	\$0.00	\$0.00
99722	Payable	LCC		Preliminary Engineering; Develop a corridor management plan for the Great River Road National Scenic Byway in Minnesota	Minn. Stat. 161.36	10/24/2011	9/24/2016	\$735,000.00	2017	\$400.95	\$0.00
1000658	Payable	DPS		Red Dye Fuel Monitoring Program	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c); Minn. Stats. 161.36 and 4.07	6/17/2015	7/31/2017	\$340,000.00	2017	\$140,000.00	\$0.00
1000674	Payable	MMB		Discrimination-Investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	4/28/2015	7/28/2016	\$25,000.00	2017	\$0.00	\$0.00
1000675	Payable	MMB		Discrimination-Investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	4/29/2015	7/28/2016	\$25,000.00	2017	\$0.00	\$0.00
1000676	Payable	MMB		Discrimination-Investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	4/29/2015	7/28/2016	\$25,000.00	2017	\$0.00	\$0.00
1000842	Receivable		MnIT	Inter-agency Partnership with MN.IT for relocating fiber and sharing fiber	Minn. Stat. 161.36, subd. 2	6/26/2015	6/30/2029	\$20,000.00	2017	\$0.00	\$0.00
1000897	Receivable		DPS	Shared Facility; DPS-Driver & Vehicle Services Mankato headquarters Formerly Lease 11707-A, Mankato Headquarters Building, 2161 Basset Drive.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	10/20/2015	9/30/2020	\$124,154.76	2017	\$0.00	(\$10,036.10)
1000936	Receivable		DPS	Motor Carrier Safety Assistance Plan (MCSAP)	Minn. Stat. 161.36, subd. 2	7/20/2015	9/30/2016	\$1,208,753.10	2017	\$0.00	\$0.00
1001209	Payable	Admin		Admin# 807 Transportation Building, 395 John Ireland Boulevard, 255,541 sq ft of space No copy of first lease.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	7/1/2009	6/30/2011	\$35,506,005.72	2017	\$4,672,301.04	\$0.00
1001260	Payable	MMB		MnDOT District 2 Manufacturers' Perspectives Interview Project	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	7/28/2015	7/30/2016	\$126,875.00	2017	\$0.00	\$0.00
1001347	Payable	MIAC		Transfer agreement to allow federal funds to pass from FHWA to BIA for Bena Trail Phase 2	23 U.S.C. § 104 (t)(3)(A)	6/6/2016	8/6/2025	\$674,800.00	2017	\$0.00	\$0.00
1001409	Payable	BWSR		2015-2020 develop and continue to develop wetland banks both independently and jointly to meet wetland replacement requirements for public road projects.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	8/13/2015	6/30/2020	\$3,750,000.00	2017	\$749,992.58	\$0.00
1001452	Payable	DNR		LMIS010139 Temporary Construction and Top Soil Storage A strip of land 660 feet long and 50 feet wide within the Southwest Quarter of the Southeast Corner of Section 11, Township 136 North, Range 29	Minn. Stats. 174.02 and 471.59	7/22/2015	6/30/2020	\$550.00	2017	\$0.00	\$0.00
1001472	Payable	DPS		First Netmotion VPS Services Using MN State Patrol Server	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	9/21/2015	6/30/2020	\$25,200.00	2017	\$5,040.00	\$0.00
1001690	Receivable		DPS	2015 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Regional Coordination	Minn. Stat. 299A.01, subd. 2(4)	9/29/2015	9/30/2016	\$154,000.00	2017	\$0.00	\$2,198.78
1001768	Receivable		DPS	Radiological Emergency Preparedness 2016-17	Minn. Stat. 299A.01, subd. 2(4)	10/27/2015	6/30/2017	\$207,000.00	2017	\$0.00	\$0.00

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1001774	Payable	MMB		Provide Project Team to Provide Services and/or Perform Tasks Required	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	10/8/2015	4/30/2016	\$14,850.00	2017	\$675.00	\$0.00
1001813	Payable	DNR		Payable. Kabetogema Tower Site. Formerly lease 144-019-0028.	Minn. Stat. 403.36	7/1/2010	6/30/2020	\$146,880.00	2017	\$0.00	\$0.00
1001866	Payable	DNR		Miscellaneous Lease - LMIS000288, - 3920 Hwy 2 W, Bemidji, MN 56619, Salt Storage Building, Ten Years.	Minn. Stat. 92.50	10/1/2001	9/30/2025	\$815.00	2017	\$0.00	\$0.00
1002086	Receivable		DPS	Shared Space Lease. Lease # 11245-A. MnDOT Detroit Lakes Office, located at 1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	6/22/2016	6/30/2020	\$107,999.40	2017	\$0.00	(\$5,238.11)
1002090	Receivable		DPS	Lease # 11035-A, Shared Facility; Partnership Lease, approximately seven hundred (700) usable square feet of office space in the MnDOT Virginia Office located at 101 North Hoover Road, Virginia, MN 55792-3412	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	5/16/2016	6/30/2020	\$36,603.19	2017	\$0.00	(\$1,775.30)
1002175	Payable	MnIT		P1726 OSA Portal	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b) Minn. Stat. 161.36, subd. 2	12/30/2015	12/14/2016	\$190,000.00	2017	\$125,074.30	\$0.00
1002179	Payable	DPS		MnPass state patrol enforcement services	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a); Minn. Stat. 160.93	1/12/2016	8/31/2018	\$5,096,486.80	2017	\$150,498.24	\$0.00
1002212	Receivable		DPS	Procurement of Hardware and Software for ARMER	Minn. Stat. 161.36, subd. 2	12/22/2015	12/20/2015	\$15,359,167.35	2017	\$0.00	(\$1,991,679.02)
1002222	Payable	MMB		Investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	12/22/2015	3/31/2016	\$35,000.00	2017	\$210.00	\$0.00
1002343	Payable	DEED		Administer Workkeys Applied Math and Reading for Information Tests	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	3/3/2016	2/28/2019	\$11,500.00	2017	\$6,573.41	\$0.00
1002527	Receivable		Admin	Special Partnership - Sell Road Salt/Sand to the Dept of Administration, Plant Management for the Capitol Complex Roads	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	6/30/2017	6/30/2020	\$45,000.00	2017	\$0.00	(\$1,788.57)
1002907	Receivable		MnIT	Provide dark single mode fiber paths for MNET communications for various locations in the Twin Cities Metro Area	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	12/8/2016	6/30/2030	\$1,500,000.00	2017	\$0.00	\$0.00
1002911	Payable	MMB		HR investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	3/16/2016	6/30/2017	\$25,000.00	2017	\$0.00	\$0.00
1003185	Payable	MPCA		MPCA; FHWA Funding; Rideshare Coordination Marketing; State Fair	Minn. Stat. 161.36, subd. 2	5/16/2016	8/25/2016	\$12,000.00	2017	\$12,000.00	\$0.00
1003256	Receivable	DPS	MDA, Commerce, DPS, DEED, MPCA	Master Partnership Interagency Contract for Rail Director Position.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	5/2/2016	6/30/2017	\$204,500.00	2017	\$0.00	\$0.00
1003288	Payable	MMB		MnDOT District 1 Manufacturers' Perspectives Interview Project	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	5/11/2016	3/31/2017	\$426,088.00	2017	\$138,341.57	\$0.00
1003295	Receivable		DPS	2016 Motor Carrier Safety Assistance Program (MCSAP) Interagency Grant Agreement	Minn. Stat. 299A.01, subd. 2(4)	5/13/2016	9/30/2017	\$1,152,297.00	2017	\$0.00	(\$375,483.13)
1003363	Payable	Admin		Fund a portion of a sustainability coordinator position at Dept. of Admin.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	6/3/2016	6/30/2017	\$15,000.00	2017	\$15,000.00	\$0.00
1003397	Payable	DNR		Mussel surveys: SPs 1981-124 & 6233-20 (Metro) 2506-79 & 2508-29 (D6), 0804-81 (D7)	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	6/29/2016	12/31/2016	\$63,000.00	2017	\$29,000.00	\$0.00
1004399	Payable	DNR		Mussel Survey: SPs: 7501-32 (D4), 2515-21 (D6), 5880-189 (D1)	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	6/29/2016	12/31/2016	\$37,000.00	2017	\$37,000.00	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE	AGREEMENT DETAILS						
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1025943	Payable	GOV		Governor's Office will provide Federal affairs work, policy advisors, communication specialists, constituent services, and legal staff to work with the agency.	Minn. Stat. 161.36, subd. 2	6/21/2016	6/30/2017	\$98,900.00	2017	\$0.00	\$0.00
1026002	Payable	MDH		Chemical Analysis of Highway Water Runoff Samples Collected	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b) and (c); Minn. Stat. 161.36, subd. 2	7/11/2016	6/30/2017	\$31,058.00	2017	\$22,562.77	\$0.00
1026035	Payable	MMB		Outside investigator to conduct a sensitive employee investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	7/11/2016	6/30/2018	\$25,000.00	2017	\$6,241.40	\$0.00
1026106	Payable	MMB		Executive Recruiting Services	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	7/18/2016	6/30/2017	\$60,750.00	2017	\$60,750.00	\$0.00
1026200	Receivable		DPS	DPS to fund 2016 ATSIP Traffic Records Forum in Baltimore, Maryland 8/7-10, 2016	Minn. Stat. 161.36, subd. 2	8/1/2016	9/30/2016	\$2,500.00	2017	\$0.00	\$0.00
1026211	Payable	MMB		Design Consultation and Facilitation Support (Rail)	Minn. Stat. 174.02, subd. 6(c)	8/5/2016	6/30/2017	\$4,725.00	2017	\$2,632.50	\$0.00
1026262	Payable	MnIT		OSA Portal Hosting Agreement	Minn. Stat. 161.36, subd. 2	9/14/2016	6/30/2017	\$79,000.00	2017	\$16,000.00	\$0.00
1026268	Payable	MMB		Library Survey of Customers and Potential Customers	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	8/17/2016	3/31/2017	\$18,360.00	2017	\$18,360.00	\$0.00
1026278	Payable	DEED		To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance and reporting.	Minn. Stat. 161.36, subd. 2	11/16/2016	9/30/2019	\$504,000.00	2017	\$33,022.64	\$0.00
1026303	Payable	DEED		Commissioners on Wheels - 2016	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 2(b)	8/24/2016	9/9/2016	\$1,000.00	2017	\$500.00	\$0.00
1026437	Payable	AG's Office		FY 2016. Legal Services from the Attorney General's Office	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	6/26/2015	6/30/2017	\$1,477,050.00	2017	\$105,601.80	\$0.00
1026484	Payable	DEED		Interagency agreement for the "Commissioners on Wheels" 2016	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 2(b)	8/31/2016	9/9/2016	\$1,000.00	2017	\$0.00	\$0.00
1026536	Payable	MMB		Labor Relations - Investigative services	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	9/8/2016	6/30/2017	\$32,662.21	2017	\$28,070.60	\$0.00
1026593	Payable	Admin		Share cost of enterprise project - Archibus Mobile Framework	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	11/8/2016	6/30/2017	\$22,675.00	2017	\$22,675.00	\$0.00
1026640	Payable	DEED		MnDOT cost for Interagency Career Fair	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	9/26/2016	10/30/2016	\$1,400.00	2017	\$1,400.00	\$0.00
1026824	Payable	MSRS		Forensic analysis performed by Department of Human Services (DHS) employees working on behalf of MSRS against a computer workstation located at MSRS	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	11/29/2016	11/10/2016	\$3,000.00	2017	\$1,619.13	\$0.00
1026894	Payable	MMB		Provide facilitation of a half-day Myers-Briggs Type Indicator (METI) workshop, up to two Introduction to Type and Leadership booklets, up to eight Introduction to Type and Teams booklets, and up to 40 MBTI assessments.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 2(a)(2)	11/1/2016	6/30/2017	\$3,834.90	2017	\$2,312.13	\$0.00
1026897	Receivable		DPS	2017 NHTSA Lane Departure Countermeasure Deployment	Minn. Stat. 299A.01, subd. 2(4)	10/26/2016	9/30/2017	\$897,877.81	2017	\$0.00	\$0.00
1026898	Receivable		DPS	2017 NHTSA Roadway Safety Evaluation, Planning, and Studies	Minn. Stat. 299A.01, subd. 2(4)	11/14/2016	9/30/2017	\$27,611.00	2017	\$0.00	(\$27,197.85)

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1026899	Receivable		DPS	2017 NHTSA Intersection Safety Countermeasure Deployment	Minn. Stat. 299A.01, subd. 2(4)	11/14/2016	9/30/2017	\$5,171,769.13	2017	\$0.00	(\$378,248.85)
1026995	Payable	MMB		Investigation	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	11/7/2016	9/30/2017	\$33,963.60	2017	\$25,000.00	\$0.00
1027114	Receivable		DPS	2017 NHTSA Crash Data Analysis	Minn. Stat. 299A.01, subd. 2(4)	12/12/2016	9/30/2017	\$125,000.00	2017	\$0.00	\$0.00
1027117	Payable	MMB		Develop agreement to implement Olmstead Plan	Minn. Stats. 16A.88 and 297B.09	2/10/2017	5/1/2017	\$19,575.00	2017	\$1,687.50	\$0.00
1027122	Receivable		DNR	TH 71 sp 3417-18 DNR box culvert on jct w/CSAH 40. Mill & Overlay, adding Left turn lanes from Eagle Lake to Jct TH 9.	Minn. Stat. 161.20, subd. 2	5/22/2017		\$1,129,865.46	2017	\$0.00	\$0.00
1027131	Payable	DNR		Delegated Contract Process (DCP) agreement with DNR.	Minn. Stat. 161.36	2/2/2017	2/2/2022	\$1,300,000.00	2017	\$0.00	\$0.00
1027200	Receivable		DOC	Department of Corrections cost for parking lot milling and paving project tied to MNDOT SP 8821-200 project.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(c)	4/5/2017		\$181,453.43	2017	\$0.00	(\$159,849.54)
1027367	Payable	MMB		Web Portal User Feedback	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 2(e)	1/25/2017	6/30/2017	\$70,165.00	2017	\$22,747.50	\$0.00
1027533	Payable	MMB		Commercial Vehicle Operations Assessment and Recommendations	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 2(e)	2/22/2017	6/30/2017	\$144,607.50	2017	\$51,367.50	\$0.00
1027688	Payable	MMB		MAD Contract Project #2017-096	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	3/3/2017	5/31/2017	\$2,700.00	2017	\$2,700.00	\$0.00
1027902	Payable	DPS		Red Dye Fuel Monitoring Program	MS 174.02 6C	5/10/2017	6/30/2019	\$599,000.00	2017	\$0.00	\$0.00
1027942	Payable	DNR		Delegated Contract Process (DCP) agreement for project with DNR.	Minn. Stat. 161.36	5/19/2017	7/1/2018	\$756,265.00	2017	\$0.00	\$0.00
1028055	Payable	MMB		MnDOT agrees to contribute funds for MMB to upgrade the Statewide Integrated Financial Tools (SWIFT) system to the latest versions of Oracle PeopleSoft.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	5/3/2017	6/30/2017	\$300,000.00	2017	\$300,000.00	\$0.00
1028064	Payable	MMB		Enterprise Talent Development	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(a)	4/21/2017	6/30/2017	\$40,505.00	2017	\$40,505.00	\$0.00
1028259	Payable	MMB		HPDP Collaborative	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	5/9/2017	6/30/2017	\$14,175.00	2017	\$14,107.50	\$0.00
1028427	Payable	MMB		Partnership to ensure reliable, cost-effective and accessible transportation choices that support the essential elements of life such as employment, housing, education and social connections for the elderly and individuals with disabilities.	Minn. Stats. 16A.88 and 297B.09	5/19/2017	6/30/2017	\$2,700.00	2017	\$1,350.00	\$0.00
1028622	Payable	Admin		Standard Specifications for Construction 2018; publication and sales terms and conditions.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	6/22/2017	12/31/2020	\$15,168.00	2017	\$16,324.56	\$0.00
1028663	Payable	DNR		Shared facility; Replaces MnDOT Contract No. 00611. Maintenance at Grand Portage State Park/Rest Area and Customdial Servcies at Mount Josephine Way Side	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	6/27/2017	6/30/2022	\$287,000.00	2017	\$0.00	\$0.00
1028713	Payable	Admin		Archibus upgrade. MnDOT's share of system upgrade.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b)	6/29/2017	6/30/2019	\$300,000.00	2017	\$117,000.00	\$0.00
02192W02	Receivable		DNR	Interagency Equipment Rental	Minn. Stat. 174.02, subd. 6		6/30/2017	\$3,522.53	2017	\$0.00	\$0.00
02192W03	Payable	DNR		DNR Boundary Survey to Transfer Control Polk County	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(b)	9/5/2014	6/30/2017	\$88,850.00	2017	\$0.00	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE	AGREEMENT DETAILS						
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/Receipt Fiscal Year	Payments	Receipts
02192W17	Receivable		DNR	2000 Caterpillar D5CL GP Rental	Minn. Stat. 174.02, subd. 6	11/3/2016	6/30/2017	\$22,086.00	2017	\$0.00	\$0.00
02192W18	Receivable		DNR	Sand/Salt	Minn. Stat. 174.02, subd. 6	4/20/2016	6/30/2017	\$8,454.96	2017	\$0.00	\$0.00
02192W19	Receivable		DNR	Assessment and Load Rating Including Gussett Plates: Bridge 3459	Minn. Stat. 174.02, subd. 6	7/25/2016	4/30/2017	\$38,807.00	2017	\$0.00	\$38,807.00
02192W20	Receivable		DNR	Plant Inspection Precast Concrete sections	Minn. Stat. 174.02, subd. 6	3/1/2016	6/30/2017	\$1,000.00	2017	\$0.00	\$0.00
02192W22	Receivable		DNR	Seal all the cracks on the tarmac at the Bemidji Tanker Base.	Minn. Stat. 174.02, subd. 6	6/21/2016	10/13/2016	\$14,000.00	2017	\$0.00	\$0.00
02192W23	Receivable		DNR	2.2.1 Authorize the State to locate a Continuous Bicycle and Pedestrian Traffic Monitoring System on Governmental Agency right of way	Minn. Stat. 174.02, subd. 6	9/9/2016	6/30/2017	\$5,680.00	2017	\$0.00	\$5,680.00
02192W25	Receivable		DNR	MnDOT Bicycle and Pedestrian Continuous Traffic Monitoring Program	Minn. Stat. 174.02, subd. 6	9/9/2016	6/30/2017	\$5,680.00	2017	\$0.00	\$5,680.00
02192W26	Receivable		DNR	Design of a Pedestrian Box Culvert Tunnel under US Highway 71 near Sibley State park in Kandiyohi County	Minn. Stat. 174.02, subd. 6	5/11/2015	6/30/2017	\$13,308.87	2017	\$0.00	\$0.00
02192W27	Receivable		DNR	Plant inspection of pre-cast concrete sections Location of project: Kandiyohi County, T-120N, R-33W, Sec. 23, Location of Inspections: Forterra Pipe and Precast, 7070 Cretex Avenue South	Minn. Stat. 174.02, subd. 6	11/3/2016	6/30/2017	\$10,000.00	2017	\$0.00	\$0.00
02192W29	Receivable		DNR	DNR will provide \$32,000 for a signing project along the Great River Road, a National Scenic Byway, comprised of 565 miles of federal, state, county, city and park and forest road.	Minn. Stat. 174.02, subd. 6	5/5/2017	12/31/2017	\$32,000.00	2017	\$0.00	(\$32,000.00)
1003256W04	Receivable		MDA	Dept of Agriculture	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 3(a)	6/15/2016	6/30/2017	\$7,167.00	2017	\$0.00	\$0.00
<b>FY 2017 TOTALS</b>								<b>\$112,269,144.86</b>		<b>\$66,256,063.25</b>	<b>-\$3,140,436.41</b>

# Fiscal Year 2018 Transfers\*: October 15, 2018

## Minnesota Department of Transportation (MnDOT)

*\*Per law, amounts include transfers for all appropriations where total transfer in or out exceeds \$100,000 in Budget Period 2018.*

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MnDOT	General	T790461	Town Roads (Counties)	(\$2,000,000)	MnDOT	County State Aid Highway	T790224	State Aid Construction/Maintenance-County	\$2,000,000	Additional funds for Town Roads	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2. Subd. 4a Minn. Stat. 162.081
MnDOT	Transit Assistance Fund	T790880	Greater Minnesota Transit Grants	(\$416,000)	MnDOT	Transit Assistance Fund	T790879	Greater Minnesota Transit-Administration	\$416,000	Pay for administration costs of the transit program, statutorily capped at \$416,000/year	Minn. Stat. 16A.88, subd. 1a
MnDOT	Transit Assistance Fund	T790879	Greater Minnesota Transit-Administration	(\$33,100)	Governor's Office	Other Miscellaneous Special Revenue	G391300	Governor's Special Revenue Fund	\$33,100	Pay for Governor's office services (Minn. Stat. 161.20, subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59 Minn. Stat. 161.20, subd. 3
MnDOT	General	T790285	Passenger Rail	(\$16,550)	Governor's Office	Other Miscellaneous Special Revenue	G391300	Governor's Special Revenue Fund	\$16,550	Pay for Governor's office services (Minn. Stat. 161.20, subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59 Minn. Stat. 161.20, subd. 3
MnDOT	General	T790003	Freight Rail Administration	(\$49,650)	Governor's Office	Other Miscellaneous Special Revenue	G391300	Governor's Special Revenue Fund	\$49,650	Pay for Governor's office services (Minn. Stat. 161.20, subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59 Minn. Stat. 161.20, subd. 3
MnDOT	Municipal State Aid Street	T790221	State Aid Administration Municipal	(\$15,676)	Governor's Office	Other Miscellaneous Special Revenue	G391300	Governor's Special Revenue Fund	\$15,676	Pay for Governor's office services (Minn. Stat. 161.20, subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59 Minn. Stat. 161.20, subd. 3
MnDOT	County State Aid Highway	T790222	State Aid Administration County	(\$50,524)	Governor's Office	Other Miscellaneous Special Revenue	G391300	Governor's Special Revenue Fund	\$50,524	Pay for Governor's office services (Minn. Stat. 161.20, subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59 Minn. Stat. 161.20, subd. 3
MnDOT	General	T790092	Grants to Small Cities	(\$8,000,000)	DOR	Other Miscellaneous Special Revenue	G901051	Small Cities Assistance	\$8,000,000	Funding for Small Cities Assistance program	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2. Subd. 4c Minn. Stat. 162.145
DPS	Special Revenue	P072RP2	Railroad & Pipeline Safety	(\$600,000)	MnDOT	Special Revenue	T790764	Minnesota Grade Crossing Safety Account	\$600,000	Funding for improving safety at railroad grade crossings	2017 Laws of Minn., Ch. 95, Art. 3, Sec. 10, Subd. 2c Minn. Stat. 299A.55, subd. 2c
Admin	Plant Management	G021801	Plant Management	(\$1,303,912)	MnDOT	Trunk Highway	T790281	Transportation Building - Rent Refund	\$1,303,912	Per statute, money collected as rent to recover depreciation and interest costs of Transportation building shall be credited to the fund that funded the original construction (Trunk Highway Fund)	Minn. Stat. 16B.24, subd. 5d
MnDOT	Trunk Highway	T790320	Debt Service-Trunk Highway	(\$211,009,293)	MMB	Debt Service	G9Q0001	Debt Service Clearing Account	\$211,009,293	Transfer to MMB to pay annual obligations for Trunk Highway general obligation bond principal and interest	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3e
MnDOT	Building Construction-Bonded	T790853	Local Road Improvement Fund (LRIF) Loan Repayments	(\$48,597)	MMB	Debt Service	G9Q0001	Debt Service Clearing Account	\$48,597	Transfer to MMB to repay loan for Local Road Improvement Fund (LRIF)	Minn. Stat. 174.52
MnDOT	Highway User Tax Distribution (HUTD)	T790096	Highway Tax Distribution 280	(\$1,310,570,353)	MnDOT	Trunk Highway	T790056	Highway Tax Distribution 270	\$1,310,570,353	Transfer of 62% of 95% (58.9%) of net proceeds of HUTD revenues to Trunk Highway Fund	Minn. Constitution Article XIV, Sec. 5 Minn. Stat. 161.04, subd. 1

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MnDOT	Highway User Tax Distribution (HUTD)	T790096	Highway Tax Distribution 280	(\$724,262,564)	MnDOT	County State Aid Highway	T790051	Highway Tax Distribution 260	\$724,262,564	Transfer of 29% of 95% (27.55%) of net proceeds of HUTD revenues to County State Aid Highway Fund, + 5% of net proceeds statutorily dedicated to town roads (30.5% of 5%), town bridges (16% of 5%), and flexible highway accounts (53.5% of 5%) in County State Aid Highway Fund	Minn. Constitution Article XIV, Sec. 5 Minn. Stat. 162.05 Minn. Stat. 161.081, subd. 1
MnDOT	Highway User Tax Distribution (HUTD)	T790096	Highway Tax Distribution 280	(\$190,244,084)	MnDOT	Municipal State Aid Street	T790049	Highway Tax Distribution 250	\$190,244,084	Transfer of 9% of 95% (8.55%) of net proceeds of HUTD revenues to Municipal State Aid Street Fund	Minn. Constitution Article XIV, Sec. 5 Minn. Stat. 162.11
MnDOT	Trunk Highway	T790323	Cash Advance - Bonds	(\$3,593,226)	MnDOT	Trunk Highway Bond	T790324	Cash Advance - Bonds	\$3,593,226	Transfer to cover expenditures in Trunk Highway Bond Fund until bond sale proceeds are received (typically in the fall). Then the transfer is repaid	Minn. Stat. 16A.641, subd. 8e
MnDOT	Federal	T790198	Motor Carrier Safety Assistance Program	(\$799,774)	MnDOT	Trunk Highway	T790276	Motor Carrier Safety Assistance Program (MCSAP) Cancellation	\$799,774	Federal agency indirect cost receipts	Minn. Stat. 16A.127, subd. 5
MnDOT	Federal	T790681	New Entrant Safety Assurance	(\$41,683)	MnDOT	Trunk Highway	T790276	Motor Carrier Safety Assistance Program (MCSAP) Cancellation	\$41,683	Federal agency indirect cost receipts	Minn. Stat. 16A.127, subd. 5
MnDOT	State Airports	T790036	Airport Development and Assistance	(\$6,619,000)	MnDOT	State Airports	T790037	Duluth Airport Authority	\$6,619,000	Rider in Transportation appropriations bill	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(a)(1)
MnDOT	State Airports	T790036	Airport Development and Assistance	(\$2,334,000)	MnDOT	State Airports	T790038	Rochester International Airport Improvement	\$2,334,000	Rider in Transportation appropriations bill	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(a)(1)
MnDOT	State Airports	T790036	Airport Development and Assistance	(\$250,000)	MnDOT	State Airports	T790040	St. Cloud Airport Study	\$250,000	Rider in Transportation appropriations bill	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(a)(1)
MnDOT	State Airports	T790042	Civil Air Patrol	(\$3,500,000)	MnDOT	State Airports	T790044	So. St. Paul Civil Air Patrol Facility	\$3,500,000	Rider in Transportation appropriations bill	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(a)(3)
DPS	911 Emergency	P0796A9	ARMER State Backbone Operating Cost	(\$9,650,000)	MnDOT	911 Emergency	T790280	ARMER Maint SW Radio Comm	\$9,650,000	Rider in Public Safety appropriations bill - for costs of maintaining and operating the statewide radio system backbone	2017 Laws of Minn., Ch. 95, Art. 1, Sec. 11, Subd. 8d
MnDOT	General	T790003	Freight Rail Administration	(\$1,100,000)	MnDOT	General	T790089	Conditional-Port Development Assistance	\$1,100,000	Rider in Transportation appropriations bill for port development assistance grants to Red Wing and Port Authority of Winona	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e)
MnDOT	General	T790003	Freight Rail Administration	(\$1,000,000)	MnDOT	General	T790011	Grand Rapids Rail Study	\$1,000,000	Rider in Transportation appropriations bill for grant to Grand Rapids for rail planning studies, design, and prelim engineering of freight rail line	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e)

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MnDOT	General	T790003	Freight Rail Administration	(\$43,158)	MnDOT	General	T79F201	Freight Rail T790003	\$43,158	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	General	T790003	Freight Rail Administration	(\$23,500)	MnDOT	General	T79F301	Freight System T790003	\$23,500	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	General	T790003	Freight Rail Administration	(\$97,231)	MnDOT	General	T79F401	Port Improvements T790003	\$97,231	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	General	T790003	Freight Rail Administration	(\$344,082)	MnDOT	General	T79F501	Rail Safety T790003	\$344,082	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	General	T790004	Non-Metro Transit Assistance	(\$150,000)	MnDOT	General	T790072	Highway 494 TMO Grant	\$150,000	Rider in Transportation appropriations bill for grant to transportation management organizations that provide services to highest population city along Interstate 494 corridor	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(b)
MnDOT	General	T790004	Non-Metro Transit Assistance	(\$420,000)	MnDOT	General	T790002	Transit Administration From General Fund	\$420,000	Of direct appropriation to Transit in General Fund, portion to be used for administrative costs is transferred into separate appropriation	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(b) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790062	Highway Improvement Receipts	(\$26,731,044)	MnDOT	Trunk Highway	T790058	Highway Improvement	\$26,731,044	Rider language in Transportation appropriations bill for State Road Construction - "The commissioner may receive money covering other shares of the cost of partnership projects. These receipts are appropriated to the commissioner for these projects."	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(c)
MnDOT	Trunk Highway	T790058	Highway Improvement	(\$10,000,000)	MnDOT	Trunk Highway	T790061	State Road Construction (SRC) - Economic development	\$10,000,000	For Transportation Economic Development (TED) program	Minn. Stat. 174.12, subd. 2(b)
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$29,981,890)	MnDOT	Trunk Highway	T790200	Road Equipment Operating	\$29,981,890	Of direct appropriation to Operations and Maintenance in Trunk Highway Fund, portion to be used for road equipment costs is transferred into separate appropriation	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$281,894)	MnDOT	Trunk Highway	T790277	Grow Our Own Mechanics (GOO)	\$281,894	Of direct appropriation to Operations and Maintenance in Trunk Highway Fund, portion to be used for Grow Our Own Mechanics program (GOO) is transferred into separate appropriation	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790083	Program Delivery	(\$140,000)	MnDOT	Trunk Highway	T790085	Project Selection Report	\$140,000	Rider in Transportation appropriations bill for development, implementation and reporting on project selection policy	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(2)

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MnDOT	Trunk Highway	T790083	Program Delivery	(\$1,000,000)	MnDOT	Trunk Highway	T790090	Environmental Management	\$1,000,000	Rider in Transportation appropriations bill for management of contaminated and regulated material on MnDOT-owned property	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(2)
MnDOT	Trunk Highway	T790084	Planning & Research	(\$266,000)	MnDOT	Trunk Highway	T790098	Metropolitan Planning Organizations (MPO) Grants	\$266,000	Rider in Transportation appropriations bill for grants to metropolitan planning organizations (MPOs) outside the seven county metropolitan area	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)
MnDOT	Trunk Highway	T790084	Planning & Research	(\$400,000)	MnDOT	Trunk Highway	T790099	Highway Construction Cost & Inflation Study	\$400,000	Rider in Transportation appropriations bill for highway construction costs and inflation study (rider authorized up to \$600,000)	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)
MnDOT	Trunk Highway	T790084	Planning & Research	(\$130,000)	MnDOT	Trunk Highway	T790272	Targeted Group Business Prgm	\$130,000	Rider in Transportation appropriations bill for administrative costs of the targeted group business program	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)
MnDOT	Trunk Highway	T790084	Planning & Research	(\$900,000)	MnDOT	Trunk Highway	T790321	Regional Development Commissions (RDCs) Grant	\$900,000	Rider in Transportation appropriations bill for grants to regional development commissions (RDCs) for transportation studies outside the metropolitan area	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)
MnDOT	Trunk Highway	T790058	Highway Improvement	(\$13,025,102)	MnDOT	Trunk Highway	T790097	State Road Construction - Department Support	\$13,025,102	Rider language in Transportation appropriations bill for State Road Construction - "This appropriation is for...internal department costs associated with delivering the construction program..."	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(c)
MnDOT	Trunk Highway	T790071	Transit Planning and Evaluation	(\$139,016)	MnDOT	Trunk Highway	T79T101	Bikes and Pedestrians T790071	\$139,016	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(b) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790071	Transit Planning and Evaluation	(\$458,132)	MnDOT	Trunk Highway	T79T301	Transit Planning T790071	\$458,132	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(b) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790077	Motor Carrier Safety & Compliance	(\$2,233,593)	MnDOT	Trunk Highway	T79F101	Commercial Vehicles T790077	\$2,233,593	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790077	Motor Carrier Safety & Compliance	(\$80,996)	MnDOT	Trunk Highway	T79F302	Freight System T790077	\$80,996	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790077	Motor Carrier Safety & Compliance	(\$275,000)	MnDOT	Trunk Highway	T79F502	Rail Safety T790077	\$275,000	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$10,596,932)	MnDOT	Trunk Highway	T79M101	Bridge-Structure Maintenance T790081	\$10,596,932	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$49,797,933)	MnDOT	Trunk Highway	T79M201	Roads and Roadsides T790081	\$49,797,933	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION		
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer	
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$30,624,415)	MnDOT	Trunk Highway	T79M301	Snow and Ice T790081	\$30,624,415	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285	
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$26,759,633)	MnDOT	Trunk Highway	T79M401	Traffic Operations and Maintenance T790081	\$26,759,633	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285	
MnDOT	Trunk Highway	T790083	Program Delivery	(\$68,610,326)	MnDOT	Trunk Highway	T79P101	Highway Improvements T790083	\$68,610,326	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(2) Minn. Stat. 16A.285	
MnDOT	Trunk Highway	T790083	Program Delivery	(\$37,573,464)	MnDOT	Trunk Highway	T79P201	Highway Construction T790083	\$37,573,464	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(2) Minn. Stat. 16A.285	
MnDOT	Trunk Highway	T790084	Planning & Research	(\$9,471,640)	MnDOT	Trunk Highway	T79P301	Plan Highway System T790084	\$9,471,640	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1) Minn. Stat. 16A.285	
MnDOT	Trunk Highway	T790084	Planning & Research	(\$9,646,198)	MnDOT	Trunk Highway	T79P401	Research-Development T790084	\$9,646,198	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1) Minn. Stat. 16A.285	
MnDOT	Trunk Highway	T790084	Planning & Research	(\$436,138)	MnDOT	Trunk Highway	T790083	Program Delivery	\$436,138	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1) Minn. Stat. 16A.285	
<b>TOTAL</b>				<b>(\$2,808,145,302)</b>					<b>\$2,808,145,302</b>			

## Appendix A: Copies of Agreements

To request any agreement in an alternative format, call 651-366-4718 or 1-800-657-3774 (Greater Minnesota). You may also send an email to [ADArequest.dot@state.mn.us](mailto:ADArequest.dot@state.mn.us).

STATE OF MINNESOTA  
COMMUNICATIONS FACILITY  
USE AGREEMENT

Agreement #00153  
Faribault Tower

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower and shelter, herein referred to respectively as the "Communications Facility," located at 4375 204<sup>th</sup> St. E in the City of Faribault, which is more fully described in Exhibit A2, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Faribault Communications Facility located in the County of Rice, Minnesota, more fully described on attached Exhibit A2.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on December 1, 2011, and expiring November 31, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B2** and conform to the installation instructions in **Exhibit B3**.
- 3.4 DOC may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
  - 1 to 2 Stations = \$300.00 per year
  - 3 to 4 Stations = \$400.00 per year
  - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

## 7. DUTIES OF DOC

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in Exhibit C "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, 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. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

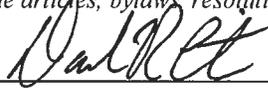
**LIST OF EXHIBITS**

- EXHIBIT A: Location Map
- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Site Layout
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF  
CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By 

Print Name: \_\_\_\_\_

Title:   
(Print or type)

Date 10/24/11

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

Mn/DOT:

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By   
Mukhtar Thakur

Title: Director

Date OCT 12, 2011



UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
ANTENNA STRUCTURE REGISTRATION



OWNER: MINNESTOA, STATE OF

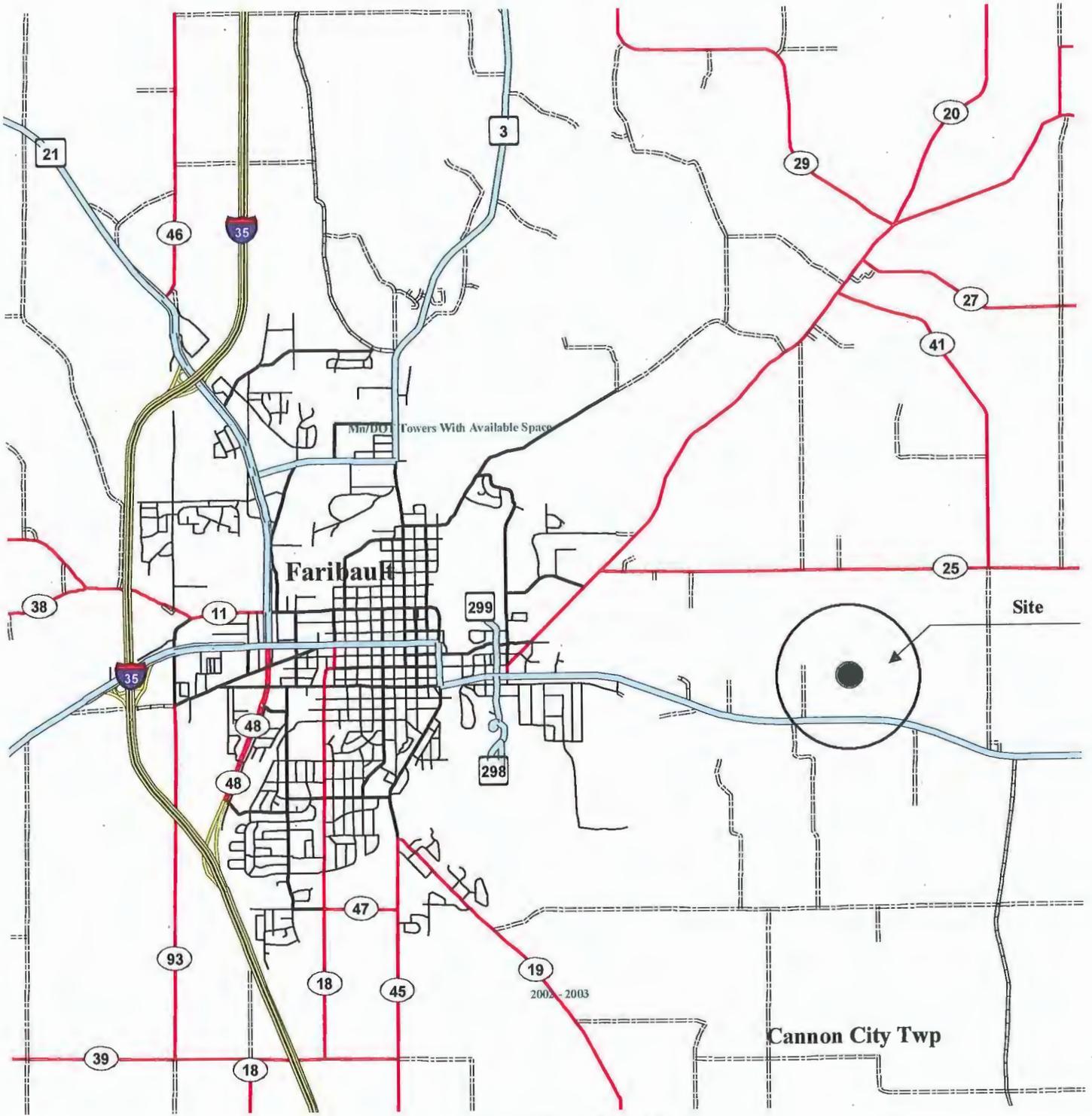
FCC Registration Number (FRN): 0002608115

ATTN: ROBERT PRUDHOMME MINNESTOA, STATE OF 395 JOHN IRELAND BLVD., MS730 ST. PAUL, MN 55155	<b>Antenna Structure Registration Number</b> 1022878						
	<b>Issue Date</b> 10-24-2007						
<b>Location of Antenna Structure</b> 4375 204TH ST FARIBAULT, MN	<b>Ground Elevation (AMSL)</b> 362.7 meters						
	<b>Overall Height Above Ground (AGL)</b> 103.6 meters						
<table border="0"> <tr> <td><b>Latitude</b></td> <td><b>Longitude</b></td> <td><b>NAD83</b></td> </tr> <tr> <td>44-17-28.0 N</td> <td>093-12-41.0 W</td> <td></td> </tr> </table>	<b>Latitude</b>	<b>Longitude</b>	<b>NAD83</b>	44-17-28.0 N	093-12-41.0 W		<b>Overall Height Above Mean Sea Level (AMSL)</b> 466.3 meters
<b>Latitude</b>	<b>Longitude</b>	<b>NAD83</b>					
44-17-28.0 N	093-12-41.0 W						
<b>Painting and Lighting Requirements:</b> FAA Chapters 3, 4, 5, 9 Paint and Light in Accordance with FAA Circular Number 70/7460-1H							
<b>Conditions:</b>							

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854.** To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

**You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.**



**LOCATION MAP  
EXHIBIT A2**

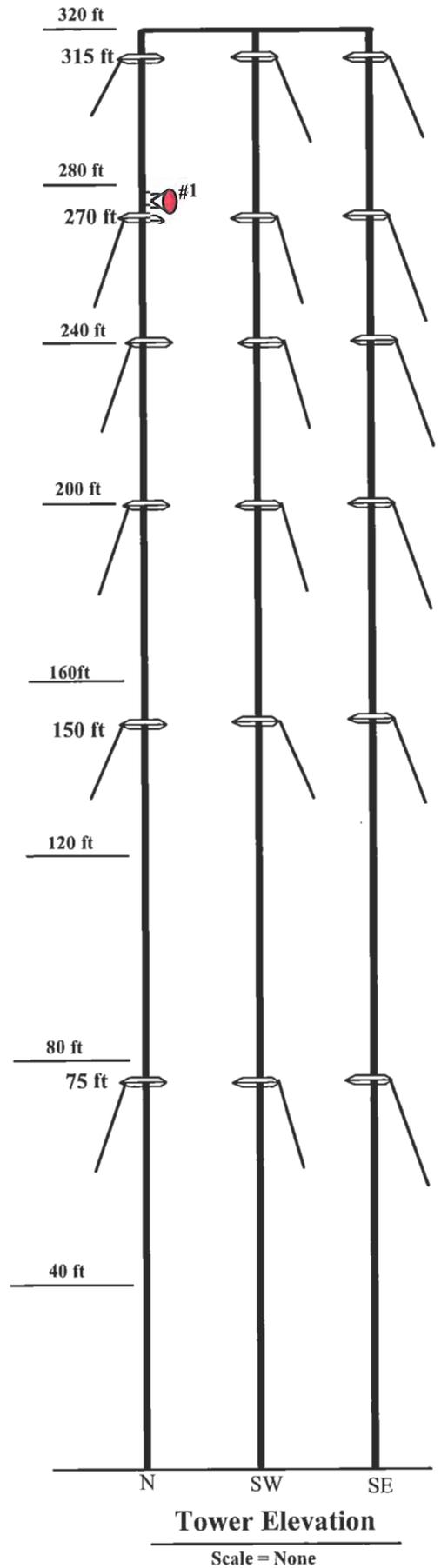
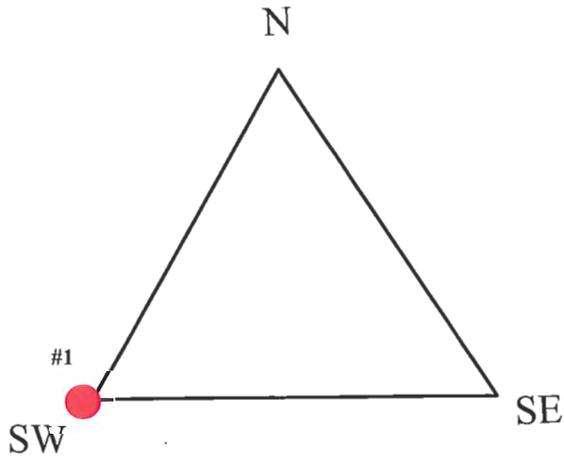
Faribault Tower TEC202

4375 204th Street  
Faribault, MN

SW of the NE Quarter, Section 34  
T110N, R20W, Cannon City Township  
Rice County, Minnesota

ANTENNA KEY - Dept. of Corrections Antennas				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	Andrew VHLP800-11	276'	Leg SW	EW-90
EQUIPMENT IN SHELTER - Dept. of Corrections				
Equip.	Description			
MNI	MX I 11G 6MB 2.5M SP			
FREQUENCY INFORMATION				
Transmit = 11,623.75	Receive = 11,133.75	Tone/Code = N/A		

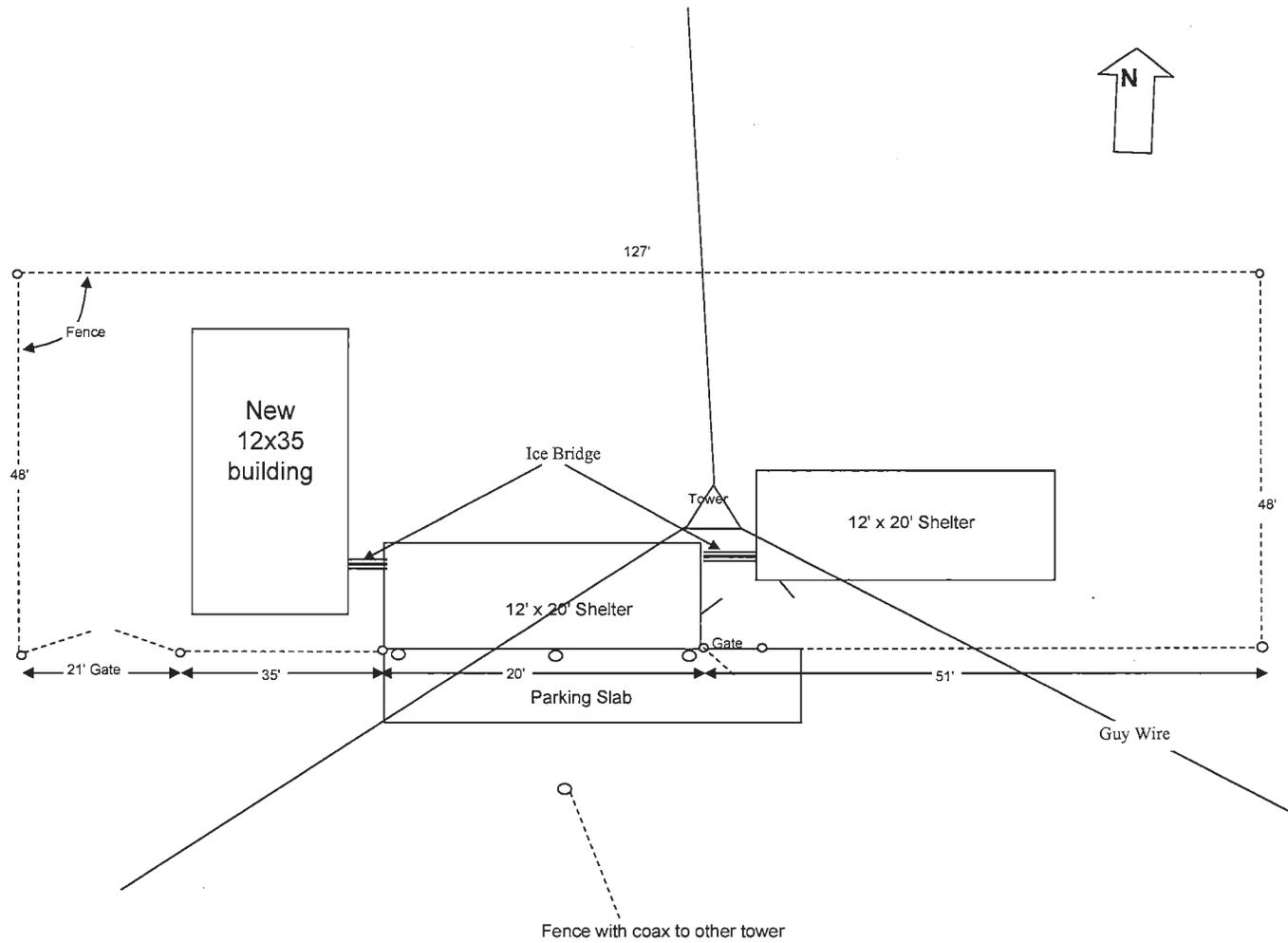
**TOWER ORIENTATION**



**Faribault Tower**  
**Minnesota Department of Transportation**

October 12, 2011  
Agreement #00153

**Exhibit B1**



Faribault Tower – Exhibit A 3	Minn. Dept. of Transportation
Lease = NONE	Date: December 11, 2008

# Exhibit B2

## **Installation Instructions**

### **RACK SPACE:**

Dept. of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the Agency frequencies used at the site and the frequencies used by other public safety agencies.

### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Marshall Robeck  
(507) 446-5539  
(507) 456-7667 Cellular

**Exhibit B3**

**“Site Access”**

MN/DOT-OEC will provide a designated Dept. of Corrections (AGENCY) individual (or their designee) with a key to the Faribault Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Marshall Robeck  
(507) 446-5539  
(507) 456-7667 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

A structural analysis report is not required for this Lease Agreement.

The Dept. of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #00159**  
**St. Cloud Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower and shelter, herein referred to respectively as the "Communications Facility," located at 3725 12<sup>th</sup> St. N in the City of St. Cloud, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's St. Cloud Communications Facility located in the County of Stearns, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on December 1, 2011, and expiring November 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in Exhibit B1, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in Exhibit B1 and conform to the installation instructions in Exhibit B2.
- 3.4 DOC may not add additional equipment or antennas from that described in Exhibit B1, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
  - 1 to 2 Stations = \$300.00 per year
  - 3 to 4 Stations = \$400.00 per year
  - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

5. **TERMINATION**

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

7. **DUTIES OF DOC**

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, 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. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

**13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

---

**LIST OF EXHIBITS**

EXHIBIT A: Location Map

EXHIBIT B1: Tower Diagram with DOC Antenna location

EXHIBIT B2: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

DOC certifies that the appropriate person(s) have executed the Use Agreement on behalf of DOC as required by applicable articles, bylaws, resolutions or ordinances

By Pat Ritt

Print Name: \_\_\_\_\_

Title: Dep Com  
(Print or type)

Date: 10/24/11

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar Thakur

Title: Director

Date: OCT 13, 2011

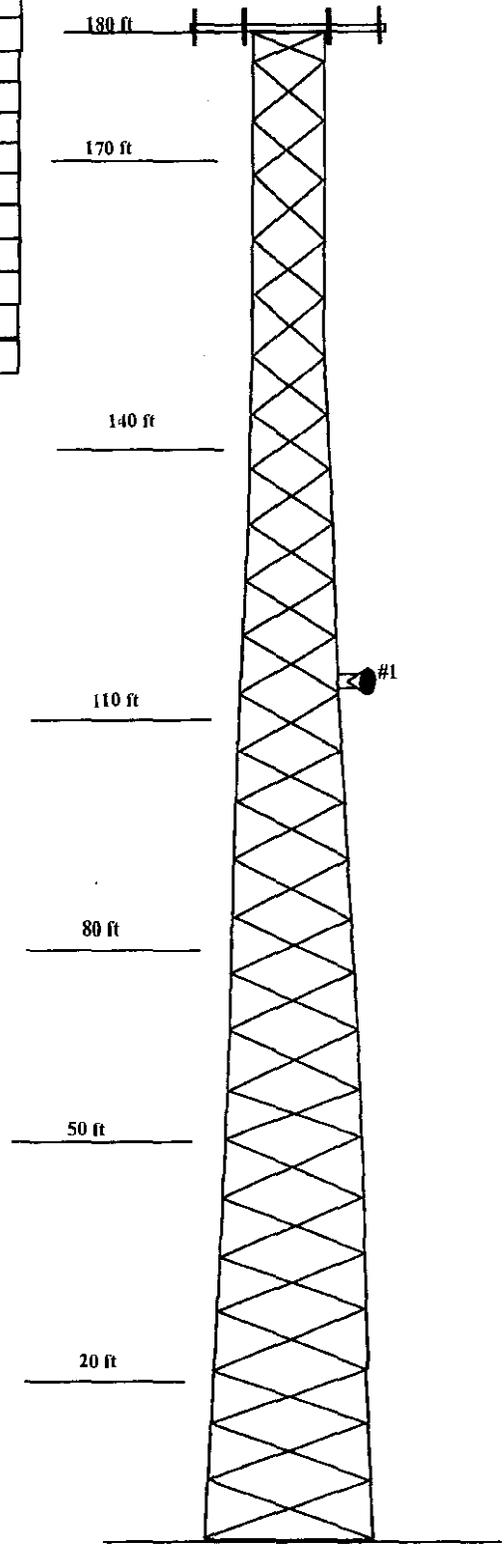
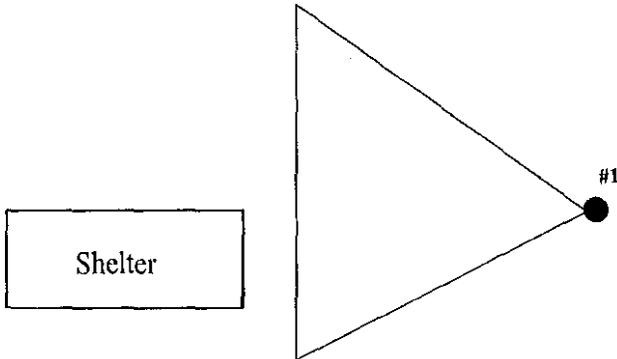


Proposed St. Cloud Tower  
MN/DOT District HQ  
3725 12th Street NE  
St. Cloud, MN

ANTENNA KEY - Dept. of Corrections Antennas				
#	Model	Ht to Tip	Leg	Coax
1	Andrew VHLP800-11	116'	Leg E	EW90
EQUIPMENT IN SHELTER - Dept. of Corrections				
Equip.		Description		
MNI		MX I 11G 6MB 2.5M SP		
FREQUENCY INFORMATION				
Transmit = 11,166.25	Tone/Code = N/A	Receive = 11,656.25	Tone/Code = N/A	



**Tower Orientation**



**Tower Elevation**  
Scale = None

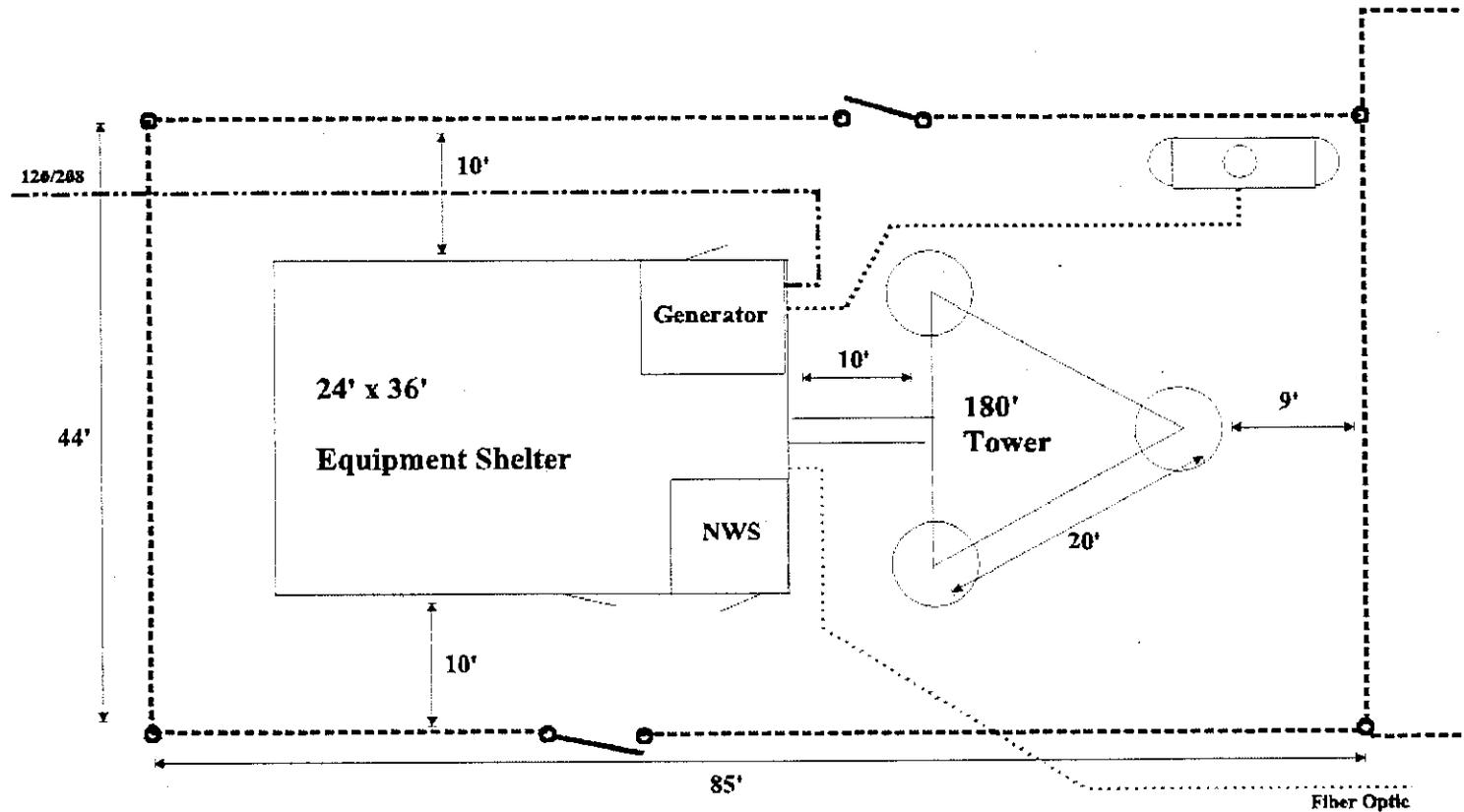
**St. Cloud Tower**  
**Minnesota Department of Transportation**  
 October 12, 2011  
 Agreement #00159  
 MN Dept. of Corrections

**Exhibit B1**

# St Cloud Tower



Figure 1b



Saint Cloud Tower Design TEC 144	Miss. Dept. of Transportation	Eng.
Scale: None	March 16, 2006	TEW

06-OEC-DOT-110A

Exhibit B2

### **Installation Instructions**

#### **RACK SPACE:**

Dept. of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

#### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the Agency frequencies used at the site and the frequencies used by other public safety agencies.

#### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

#### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

#### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Bruce DeBlieck  
(320) 214-6377  
(320) 894-7434 Cellular

**Exhibit B3**

**“Site Access”**

MN/DOT-OEC will provide a designated Dept. of Corrections (AGENCY) individual (or their designee) with a key to the St. Cloud Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Bruce DeBlieck  
(320) 214-6377  
(320) 894-7434 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

Agreement No. 00159  
Dept. of Corrections  
St. Cloud Tower

A structural analysis report is not required for this Lease Agreement.

The Dept. of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #00162**  
**Lino Lakes Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower and shelter, herein referred to respectively as the "Communications Facility," located at 7525 4<sup>th</sup> Ave in the City of Lino Lakes, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Lino Lakes Communications Facility located in the County of Anoka, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on December 1, 2011, and expiring November 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B1** and conform to the installation instructions in **Exhibit B2**.
- 3.4 DOC may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

## 7. DUTIES OF DOC

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in Exhibit C "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, 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. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.  
  
DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.
10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

**13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

---

**LIST OF EXHIBITS**

EXHIBIT A: Location Map

EXHIBIT B1: Tower Diagram with DOC Antenna location

EXHIBIT B2: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

DOC certifies that the appropriate person(s) have executed the Use Agreement on behalf of DOC as required by applicable articles, bylaws, resolutions or ordinances

By Dan RPT

Print Name: \_\_\_\_\_

Title: Deputy  
(Print or type)

Date 10/24/11

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

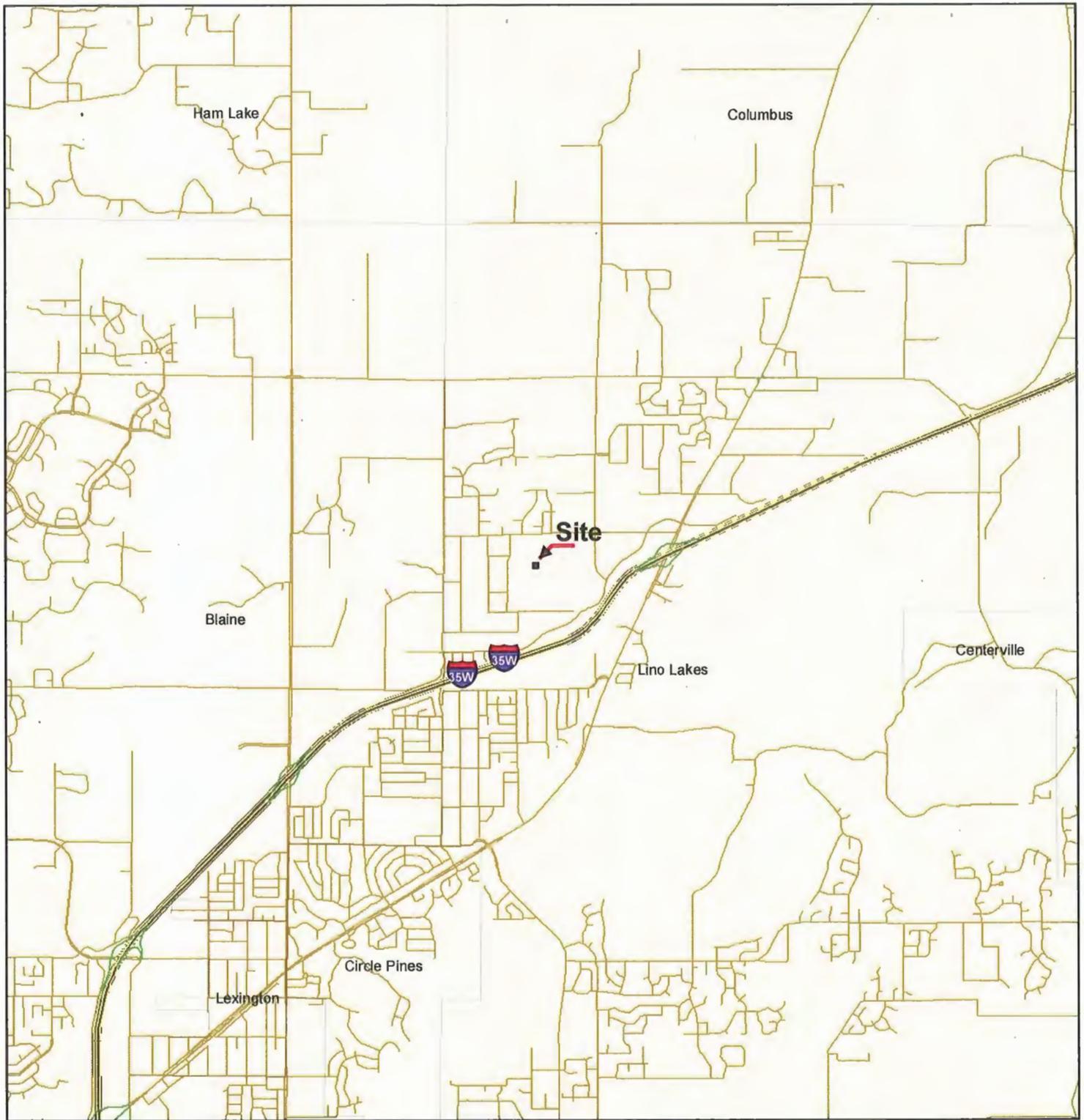
Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar  
Mukhtar Thakur

Title: Director

Date OCT 13, 2011



**Lino Lakes**

**7525 4th Ave.**

**NW of the NE Quarter, Section 18  
T31N, R22W, City of Lino Lakes  
Anoka County, Minnesota**

**Agreement #00162  
Dept. of Corrections**

## **LOCATION MAP**

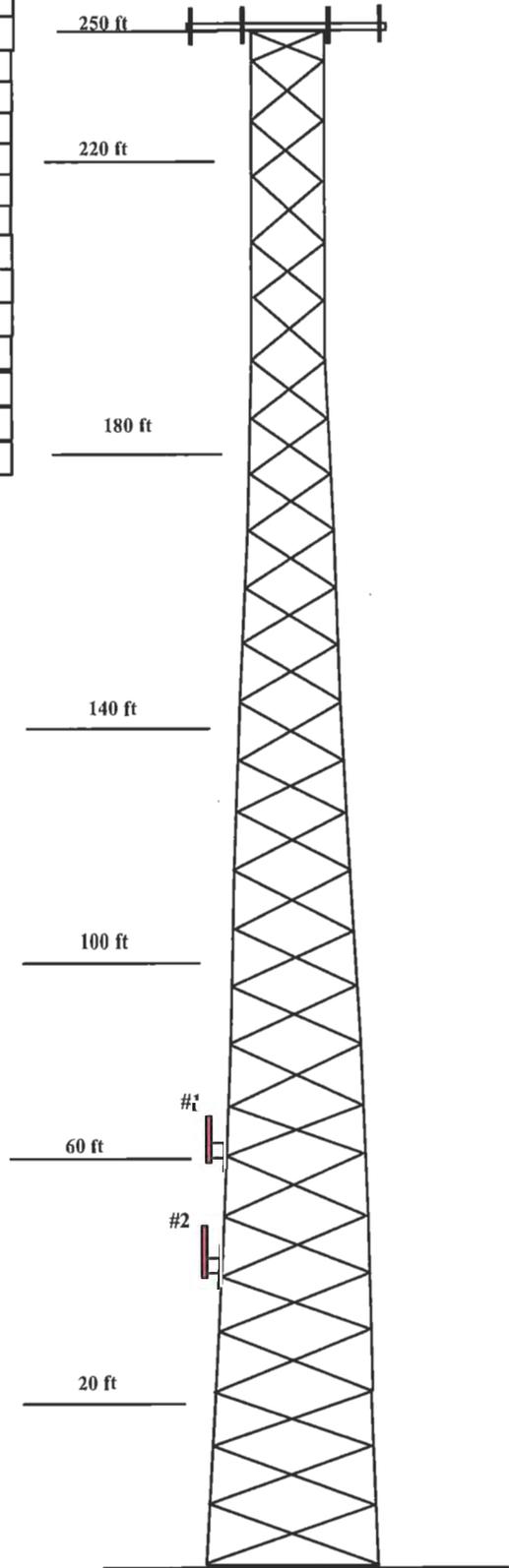
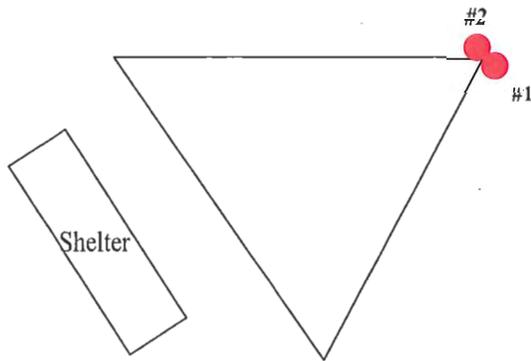
### **Driving Directions**

From Interstate 35W turn north on Lake Drive.  
Proceed .3 miles to Apollo Dr. and turn left.  
Continue .25 miles to Lilac St. and turn right.  
Proceed .35 miles to 4th Ave and follow to site.



ANTENNA KEY - Dept. of Corrections Antennas				
#	Model	Ht to Tip	Leg	Coax
1	Sinclair SE414-SF1P4LNF	65'	Leg SE	1/2" Heliax
2	Sinclair SE414-SF1P4LNF	45'	Leg SE	1/2" Heliax
EQUIPMENT IN SHELTER - Dept. of Corrections				
Equip.	Description			
Motorola	GTR 8000			
FREQUENCY INFORMATION				
Transmit = 851.72500	Tone/Code = N/A	Receive = 806.72500	Tone/Code = N/A	
Transmit = 1851.90000	Tone/Code = N/A	Receive = 806.90000	Tone/Code = N/A	
Transmit = 852.92500	Tone/Code = N/A	Receive = 807.92500	Tone/Code = N/A	
Transmit = 853.42500	Tone/Code = N/A	Receive = 808.42500	Tone/Code = N/A	

### Tower Orientation



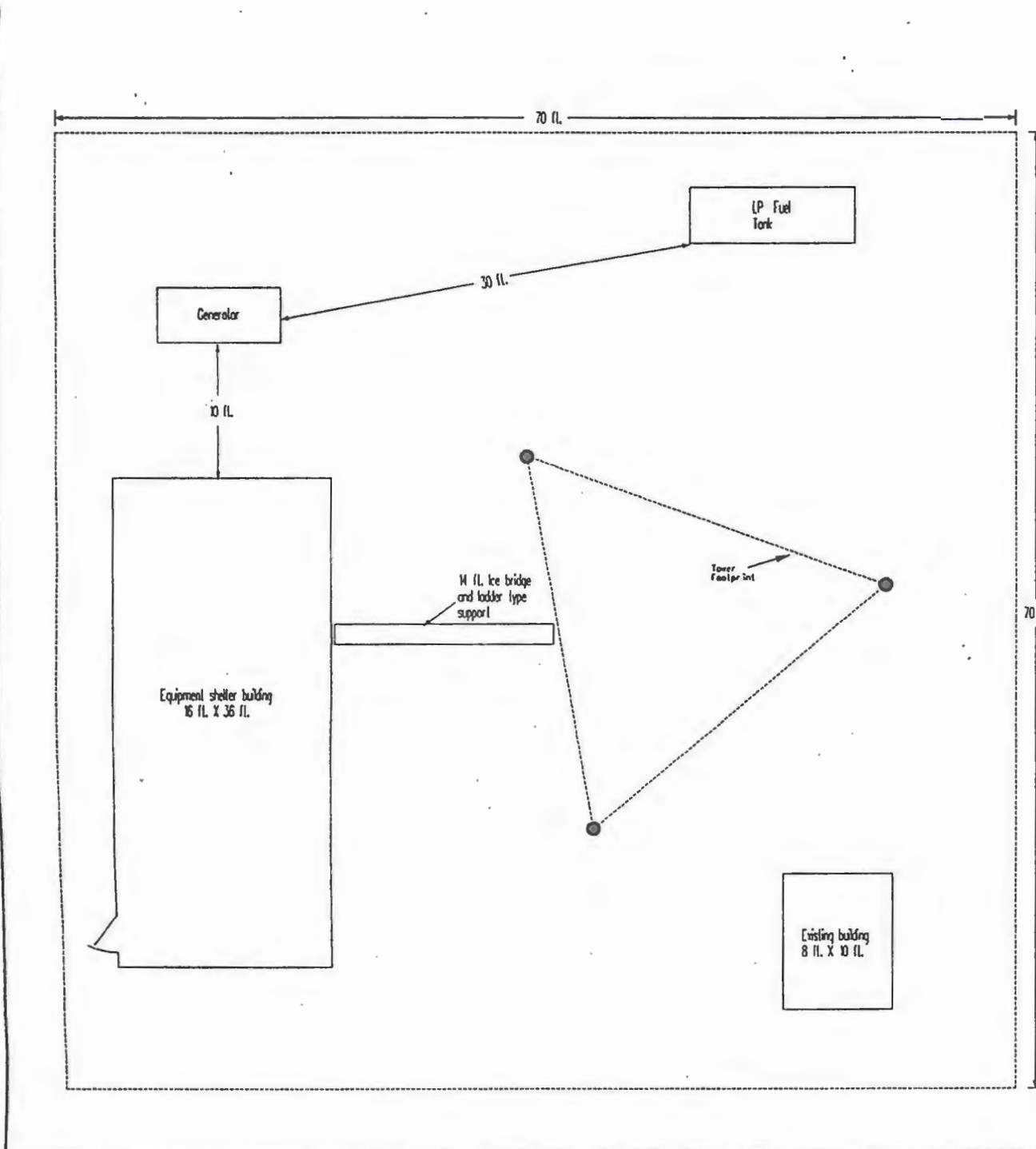
### Tower Elevation

Scale = None

## Lino Lakes Tower Minnesota Department of Transportation

October 12, 2011  
Agreement #00162  
MN Dept. of Corrections

Exhibit B1



- NOTES: The Contractor shall provide, install and connect the following:
- Equipment shelter building
  - Electrical system
  - Generator and fuel tank
  - A 14 ft. ice bridge and ladder type support
  - Grounding system
  - 280 ft. new perimeter fencing

## Radio Equipment Shelter Building Details

DRAWING NOT TO SCALE,  
SITE LAYOUT  
PLAN

*REGION - WIDE  
800 MHz DIGITAL,  
TRUNKED, RADIO  
SYSTEM*

Ronald Vegemast Engineering, Inc.

INTERCHANGE TOWER SUITE 180  
600 SOUTH HIGHWAY 169  
MINNEAPOLIS, MN 55426-1296  
(612) 545-8903

SITE : LINO LAKES

DATE : 05/20/98 DRAWN BY : GPL

DRAWING NUMBER : RS262 - SL 13.0



Exhibit B2

### **Installation Instructions**

#### **RACK SPACE:**

Dept. of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

#### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the Agency frequencies used at the site and the frequencies used by other public safety agencies.

#### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

#### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

#### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Bob Prudhomme  
(651) 234-7971  
(651) 373-9511 Cellular

**“Site Access”**

MN/DOT-OEC will provide a designated Dept. of Corrections (AGENCY) individual (or their designee) with a key to the Lino Lakes Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor

Bob Prudhomme

(651) 234-7971

(651) 373-9511 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

A structural analysis report is not required for this Lease Agreement.

The Dept. of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**STATE OF MINNESOTA**  
**COMMUNICATIONS SHELTER**  
**USE AGREEMENT**

**Agreement #00517**  
**Shakopee Tower**  
**Communications Shelter**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the State of Minnesota, Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit non-state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications shelter, herein referred to respectively as the "Communications Shelter," located at 13751 Zumbro Ave in the City of Shakopee, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said shelter has excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space in the shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space in the Communications Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS SHELTER**

MN/DOT grants and DOC accepts this "Agreement" for the use of shelter space within Mn/DOT's Shakopee Communications Shelter located in the County of Scott, Minnesota, more fully described on attached Exhibit B2.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on February 1, 2012, and expiring January 31, 2022

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to use and maintain DOC'S communications equipment in the Communications Shelter, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Shelter to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment.
- 3.2 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment in such location inside Mn/DOT's shelter and conform to the installation instructions in Exhibit B3.
- 3.3 DOC may not add additional equipment than that described in Exhibits B1, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station, for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

**5. TERMINATION**

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to the Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Shelter to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Shelter. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.
- 5.5 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of the Communications Shelter, including, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Communications Shelter.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Shelter as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Shelter as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S Communications Shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.7 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

**7. DUTIES OF DOC**

- 7.1 DOC warrants that DOC'S use of the Communications Shelter shall not interfere with any of Mn/DOT'S communications equipment or any other users that are in Mn/DOT'S Shelter prior to the effective date of this Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Shelter without first obtaining Mn/DOT'S written consent.

- 7.3 Prior to installing, replacing or modifying any equipment in the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
  - 7.4 All wiring shall conform to the existing wiring method used at the Communications Shelter and shall conform to the National Electrical Code.
  - 7.5 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Shelter as described in **Exhibit C** "Site Access" attached hereto.
  - 7.6 DOC shall install and maintain DOC'S equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed, operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
  - 7.7 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Shelter as a result of DOC'S occupancy of said Communications Shelter.
  - 7.8 DOC hereby agrees that DOC'S access to the Communications Shelter shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S communications system in proper working order in and around the Communications Shelter.
8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, 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. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.
- DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.
10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Shelter by DOC shall remain the personal property of DOC with right of

replacement or removal at all reasonable times during the term of this Agreement, or any extension thereof.

11. **DESTRUCTION OF THE COMMUNICATIONS SHELTER** If the Communications Shelter is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Shelter is rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Shelter to a safe, operational condition within thirty (30) days, this Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

13. **MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

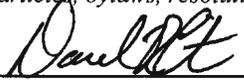
## LIST OF EXHIBITS

- EXHIBIT A: Location Map
- EXHIBIT B1: DOC Equipment
- EXHIBIT B2: Site Description
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access

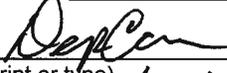
DOC:

STATE OF MINNESOTA  
DEPARTMENT OF CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By 

Print Name: \_\_\_\_\_

Title:   
(Print or type)

Date: 1/23/12

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

Mn/DOT:

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By   
Mukhtar Thakur

Title: Director

Date: Jan 17, 2012

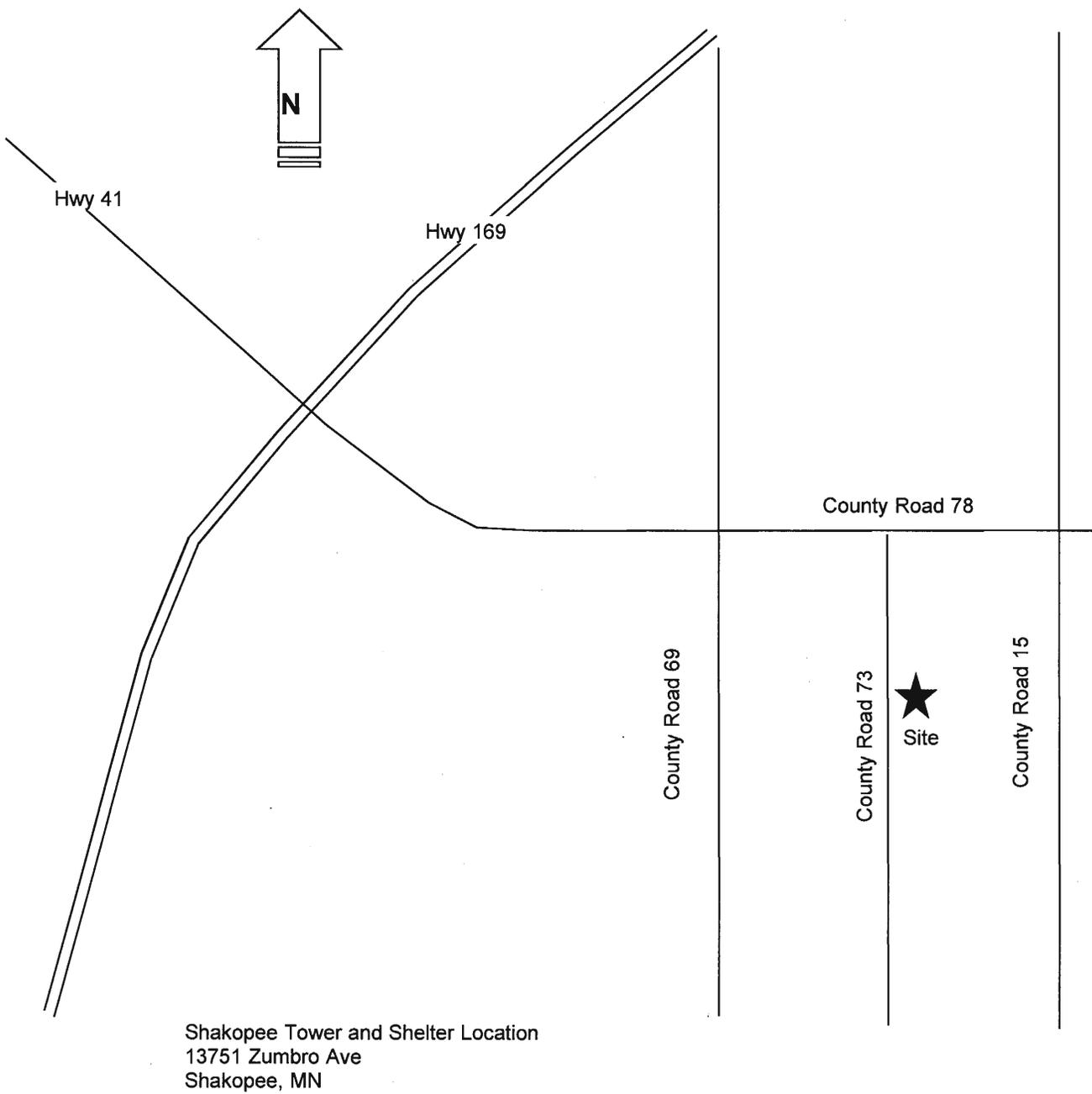


Exhibit A

<b>EQUIPMENT IN SHELTER - Dept. of Corrections</b>			
<b>Equip.</b>		<b>Description</b>	
MNI		MX I 11G 6MB 2.5 M SP	
<b>FREQUENCY INFORMATION</b>			
Transmit = 11,623.75	Tone/Code = N/A	Receive =11,133.75	Tone/Code = N/A

**Shakopee Communications Shelter**  
**Minnesota Department of Transportation**

December 16, 2011  
 Agreement #00517  
 Dept. of Corrections

**Exhibit B1**

**Tower Owner: Scott County Sheriffs Department**

**Land Owner: Scott County**

**Tower Address: 13751 Zumbro Ave  
Shakopee, MN**

**County: Scott County**

**City: (nearest) Shakopee, MN**

**Site Directions: East of Hwy 169, on County Rd 78, then South on  
County Rd 73.**

**FCC Registration #: N/A**

**Coordinates:**

**Latitude: N/A**

**Longitude:**

**Ground Elevation: N/A**

**Tower Height: N/A**

**Shelter Type: A 11' x 36' concrete shelter with stone aggregate exterior covering. Shelter is equipped with all power, air conditioning and emergency back-up power and other features necessary and prescribed for a functional communications facility.**

Exhibit B2

## **Installation Instructions**

### **RACK SPACE:**

Dept. of Corrections (DOC) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS).

If no Mn/DOT space is available, DOC will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

### **InterMod Panel:**

DOC shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the DOC frequencies used at the site and the frequencies used by other public safety agencies.

### **Grounding**

DOC or its contractor installation work shall be R56 compliant.

### **Entrance Panel**

DOC or its contractor shall arrange the entrance panel location with the RMS.

### **Coax Management**

DOC or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Bob Prudhomme  
(651) 234-7971

**“Shelter Access”**

MN/DOT-OEC will provide a designated Dept. of Corrections (DOC) individual (or their designee) with a key to the Shakopee Communications Shelter. If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by DOC.

**Contact Information**

Radio Maintenance Supervisor  
Bob Prudhomme  
(651) 234-7971

DOC shall have unlimited 24 hour, 365 days access to the shelter to conduct necessary maintenance of their equipment. DOC and or its contractors will be responsible for securing the shelter when leaving the premise. Failure to do so could result in termination of this Agreement.

**Shelter Entry Notification**

DOC or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the shelter. DOC or its designee must call the Mn/DOT RMS cited above. If no answer at either number, DOC should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated DOC personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Shelter that may be of interest to DOC. DOC or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, DOC or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the DOC individual or designee should leave a message that includes: individuals name, shelter name, date and time of entry and departure, nature of site visit and a return telephone number.

Exhibit C

**PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
FOR  
MAINTENANCE AT GRAND PORTAGE STATE PARK / REST AREA  
AND  
CUSTODIAL SERVICES AT MOUNT JOSEPHINE WAYSIDE**

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

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties have jointly constructed the Grand Portage Visitor Center and Rest Area under previous contract and agreement; and
3. The parties wish to cooperatively provide maintenance at the Grand Portage State Park Visitor Center/ Rest Area; and
4. The parties wish to cooperatively provide custodial service at the Mount Josephine Wayside; and
5. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and DNR officials pursuant to Minnesota law.
  - 1.2 **Expiration date.** This Agreement will expire on June 30, 2017, unless terminated earlier pursuant to Article 6.
  - 1.3 **Exhibits.** Exhibit A is attached and incorporated into this agreement.
2. **Scope of Work and Responsibilities of Each Party.** The responsibilities of each Party for maintenance of the Grand Portage Rest Area and Mount Josephine Wayside are defined in Exhibit A – Maintenance and Custodial Services.

### 3. Authorized Representatives

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

3.2 **MnDOT's Authorized Representative is**

Name: Patrick Huston or his successor.

Title: Maintenance Operations Engineer

MnDOT – District 1

Address: 1123 Mesaba Avenue, MS-010, Duluth, MN 55811

Telephone Number: 218-725-2707

Email Address: Patrick.huston@state.mn.us

3.3 **DNR 's Authorized Representative is:**

Name: Mark Kovacovich or his successor.

Title: Regional Manager

Minnesota DNR

Billing Address: Same as below

Street Address: 1568 Highway 2, Two Harbors, MN 55616

Telephone Number: 218-834-1428

Email Address: mark.kovacovich@state.mn.us

### 4. Consideration and Payment

4.1 MnDOT will perform the work identified in Section 1.1 of Exhibit A without reimbursement from DNR. DNR will perform the work identified in Section 1.2 of Exhibit A without reimbursement from MnDOT.

4.2 MnDOT will make an annual payment to the DNR for the custodial services covered by this Agreement, as provided in Sections 3.2 and 4.2 of Exhibit A. The annual payment may be prorated and paid at different intervals if approved by the Operations Task Force.

4.3 Sections 2, 5, 6, 7 and 8 of Exhibit A provide for allocation of certain expenses between the parties. The Operations Task Force will be responsible for balancing the reimbursement amounts and making an annual assessment to the party owing the net reimbursement obligation. This allocation and assessment may happen on a more frequent basis if approved by the Operations Task Force. It is anticipated that MnDOT will generally owe reimbursements to the DNR under this Agreement.

4.4 The party owed the net reimbursement will create and enter an invoice in SWIFT. The party owing the net reimbursement will make payment using the bilateral netting process in SWIFT.

4.5 MnDOT's obligation due to the DNR will be prorated for FY 2012, and is anticipated to be \$12,862.65.

4.6 MnDOT's obligation due to the DNR for FY 2013 through FY 2017 is anticipated to not exceed \$52,180.00 per year, subject to adjustment by the Operations Task Force as provided herein.

4.7 The obligations of the parties under this Agreement are subject to the appropriation and encumbrance of funds for such purposes as required by applicable law.

### 5. Liability

Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by Minnesota Statutes §3.736 and other applicable law.

6. **Termination:** This Agreement may be terminated by mutual agreement of the parties.

7. **Agreement #97464 Terminated.** The Parties agree that this Agreement supersedes an earlier agreement between them identified as MnDOT Agreement Number 97464P, and that such Agreement 97464P will be deemed terminated as of the effective date of this Agreement.

**DEPARTMENT OF NATURAL RESOURCES**

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

**COMMISSIONER OF TRANSPORTATION**

PA

By: Courtney Nale  
Title: DNR Director - Parks & Trails  
Date: 24 April 12

By: [Signature]  
Title: Division Director  
Date: 4/30/12

**MNDOT ENCUMBRANCE VERIFICATION**

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

Mn/DOT Contract Management

**COMMISSIONER OF ADMINISTRATION**

By: Denise Baubitz  
Date: 4/17/12  
SWIFT Contract #: 42384

By: [Signature]  
Date: May 1, 2012

SWIFT Purchase Order #: 3000054025

**Exhibit A****1. Parking lot and Access Road Maintenance during Snow Events****1.1. MnDOT Responsibilities.** MnDOT will:

- 1.1.1. As appropriate, MnDOT plows will pass through the visitor center/rest area and parking lots but will not clear lots entirely.
- 1.1.2. Give priority to clearing Trunk Highway 61 before visitor center/rest area and parking lots.
- 1.1.3. When TH 61 is clear, MnDOT will completely plow the visitor center/rest area parking lots.

**1.2. DNR Responsibilities.** DNR will:

- 1.2.1. Maintain both parking lots with a quick mounted plow until MnDOT can return from clearing TH 61.
- 1.2.2. Assist on an as needed basis, to open the access road and parking lots when MnDOT plows are not available.
- 1.2.3. Assist with plowing areas of the parking lots that are difficult to reach with MnDOT trucks.

**1.3. DNR understands** snow removal and ice control on TH 61 must take priority over the access road to the visitor center/rest area and parking lots.**2. Parking Lot and Access Road Maintenance; Lighting Facilities**

- 2.1. MnDOT will provide for the maintenance of the parking lots and the access road and all of the facilities a part thereof, including the lighting facilities.
- 2.2. MnDOT will provide for 100% of the cost of all routine maintenance and repair of the parking lots and access roads which cost \$1,000.00 or less per incident.
- 2.3. If a parking lot or access road maintenance or repair incident exceeds \$1,000.00, DNR will be responsible for 50% of the cost of the incident and MnDOT will be responsible for the remaining 50% of the cost.
- 2.4. MnDOT will consult with DNR before undertaking maintenance or repair work in excess of \$1,000.00.
- 2.5. MnDOT will pay for 100% of the electrical costs of the lighting facilities of the parking lots and exterior area lighting (for safety purposes), without cost to the DNR.

**3. Custodial Services for Visitor Center/Rest Area**

- 3.1. DNR will provide staff to perform custodial work within the visitor center/rest area
- 3.2. MnDOT will pay \$46,000.00 per year for the full cost of the basic level service.
  - 3.3.1 Basic level service is defined as presence 365 days.
  - 3.3.2 There will be a minimum of 8 hours of presence from May 1 to October 31 and as needed from November 1 to April 30th.
- 3.3. High priority custodial service will be custodial maintenance to the rest rooms, parking lot area, and surrounding walks and grounds. Maintenance of the walkways will include snow and debris removal, and other activities necessary to keep the walkways in a safe and usable condition.
- 3.4. DNR will pay the costs for any personnel needed in excess of this base-level service, without cost or expense to MnDOT.
- 3.5. DNR will supply cleaning equipment, supplies and mowing at no cost to MnDOT.
- 3.6. MnDOT will provide and maintain a snow blower.

**Exhibit A**

- 3.7. The Grand Portage State Park Manager will supervise personnel.
4. **Custodial Services for the Mount Josephine Wayside**
- 4.1. DNR will provide staff to preform custodial work at Mount Josephine Wayside
- 4.2. MnDOT will pay \$6,180.00 per year for the cost of Custodial Service. Custodial Service is defined as a presence every day from May 1 to October 30 and 24 hours per week of custodial work during this time frame.
- 4.2.1. Custodial work will include cleaning of restrooms, emptying of trash and recycling cans and collecting loose trash from walkways and parking lots.
- 4.3. MnDOT will contract for the trash collection from the dumpster and pumping the septic tanks as needed
5. **Building Maintenance and Repairs**
- 5.1. Routine Maintenance. The cost of routine building maintenance and repairs of the visitors center/rest area, defined as those activities costing \$100 or less per incident, will be the responsibility of the DNR.
- 5.1.1. Routine building maintenance includes, but is not limited to: maintenance of heating, plumbing and electrical systems, painting, changing light-bulbs, replacing furnace filters, unplugging drains, replacing broken glass and repairing picnic tables and garbage receptacles.
- 5.2. Non-routine Maintenance. Except for major repairs or replacements of the visitor center/rest area sewage system, Non-Routine maintenance includes all maintenance and repair incidents costing \$100.00 or more.
- 5.3. MnDOT may provide available personnel to assist with non-routine building maintenance activities.
- 5.4. The cost of non-routine maintenance and repairs of \$100 or more will be split 70% DNR and 30% MnDOT.
- 5.5. Major repairs to the sewage system will be split 36% DNR and 64% MnDOT.
- 5.6. DNR will be responsible for making the arrangements for the building maintenance and repairs.
- 5.7. The Grand Portage State Park Manager will contact and consult with MnDOT before undertaking building maintenance work estimated to be in excess of \$1,000.00
6. **Trash Collection and Recycling**
- 6.1. DNR will be responsible for recycling activities for the visitor center/rest areas.
- 6.2. DNR will be responsible for 70% of the cost of trash collection for the visitor center/rest area, and MnDOT will be responsible for the remaining 30% of the cost.
- 6.3. DNR will be responsible for contracting for trash collection/recycling.
7. **Building Operations**
- 7.1. Electrical and Heating Costs.
- 7.2. Except for electrical costs provided by MnDOT under Section 2.5,
- 7.2.1. DNR will be responsible for 70% of the cost of electricity and heat for the visitor center/rest area.
- 7.2.2. MnDOT will be responsible for the remaining 30% of the cost.

**Exhibit A**

7.2.3. MnDOT will be invoiced separately and directly by the power company for the parking lot lighting system and exterior lighting system. The electricity for this system will run on an independent meter.

**8. Telephone Service.**

- 8.1. DNR will pay 100% of the costs for telephone service in the visitor center office and interpretive center.
- 8.2. One handicapped accessible TTY courtesy telephone and a rest area security telephone will be incorporated into the visitor center telephone.
- 8.3. MnDOT will pay for any extraordinary costs associated with the TTY courtesy phone requirement including repairs or replacement.
- 8.4. DNR and MnDOT will cooperate to provide "North Shore Travel Information Services."
- 8.5. DNR will be responsible for displaying and distributing information and interpretive materials in the visitor center/rest area.

**9. Operations Task Force**

- 9.1. The parties will establish an Operations Task Force for the purposes of overseeing the operation of the facilities, implementing this Agreement, and determining payments/reimbursements under the terms of this Agreement. The Task Force will consist, initially, of the Grand Portage State Park Manager, DNR NE Region Facilities Maintenance Supervisor, and MnDOT's District Maintenance Engineer, with other members to be added at the discretion of each party .
- 9.2. The Operations Task Force Duties:
  - 9.2.1. Meet at the beginning of May of each year to review the previous year's billings and expenditures and review the Agreement provisions and produce an Operations Taskforce Report before the end of the fiscal year, June 30.
  - 9.2.2. Determine the specific maintenance and operational responsibilities of each agency for items not covered under this Agreement.
  - 9.2.3. Determine, based on the percentage allocations specified in this Agreement the dollar value of the services for which each agency will pay annually, and direct that invoicing occur accordingly.
  - 9.2.4. Each agency will be invoiced separately at the agreed upon percentages for any additional services per the Operations Taskforce not covered in this Agreement.
  - 9.2.5. A copy of the Operations Taskforce Report will be forwarded to each Agency's finance department for invoicing/ payment.
  - 9.2.6. Recommend any changes to the allocations specified in this Agreement as deemed desirable based on actual experience.

(The remainder of this page has been intentionally left blank)

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

<b>State Project Number:</b>	<u>8217-4654E</u>	<b>Original Amount Encumbered</b>
<b>Trunk Highway Number:</b>	<u>36=045</u>	<u>\$12,825.00</u>
<b>Federal Project Number</b>	<u>NH 0036 (307)</u>	
<b>Special Permit No.</b>	<u>17528</u>	

This contract is between the Minnesota Department of Natural Resources (“DNR”) and the Minnesota Department of Transportation (“Mn/DOT”), acting through their respective Commissioners.

**Recitals**

1. Under Minn. Stat. § 84.0895 the DNR is empowered to prescribe conditions for an act otherwise prohibited (i.e., to issue a permit to take endangered and/or threatened species) if the social and economic benefits of the act outweigh the harm caused by the taking.
2. Under Minn. Stat. § 84.026 the DNR is empowered to enter into income contracts for the provision of services. Under Minn. Stat. §174.03 (subd. 6) Mn/DOT is authorized to make efforts to mitigate adverse environmental effects resulting from proposed transportation facilities.
3. Mn/DOT is in need of a permit to allow the legal taking of all individuals of endangered or threatened freshwater mussels at the site of the proposed stabilization of the Highway 36 Bridge over the St. Croix River at Stillwater, MN under State Project No. 8217-4654E (T.H. 36=045).

**Contract**

**1 Term of Contract**

- 1.1 **Effective date:** The date signed by both parties as required by Minnesota Statutes Section 16C.05, subdivision 2.
- 1.2 **Expiration date:** December 31, 2016, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Rights and Duties**

- 2.1 The DNR conducted a level I mussel survey in the vicinity of the St. Croix lift bridge which documented a population of the State-endangered mussel species that will be impacted by the lift bridge stabilization project. In lieu of relocating the mussels, Mn/DOT has requested a taking permit (special permit No. 17528) with compensatory mitigation equal to the cost of the relocation project. Such mitigation cost is compensated as follows:

Estimated impact area of 25,000 sq. ft. (0.57 acre)  
 Estimated mussel relocation cost \$22,500.00 per acre  
 Compensation mitigation = \$12,825.00

- 2.2 The DNR agrees to use the compensatory mitigation funds provided under this contract to support research, propagation, restoration, education and/or other management activities contributing to the recovery and eventual delisting of endangered and threatened mussel species within the St. Croix River in Minnesota.
- 2.3 The DNR will issue a permit to Mn/DOT authorizing Mn/DOT to take an unlimited number of endangered, threatened, and non-listed unionid mussels in accordance with the terms of such permit. If Mn/DOT complies with the terms of such permit, and the terms of this Agreement, the DNR releases and waives any claim, fine, or other fee or sanctions against Mn/DOT with respect to the taking of such mussels.

JC

**3 Payment**

Mn/DOT will pay the DNR in a lump sum prior to commencing any work that will result in the taking of endangered or threatened species at the site of the proposed project, after execution of agreement and issuance of special permit No. 17528.

The total obligation of Mn/DOT for all compensation to the DNR under this contract is \$12,825.00.

**4 Authorized Representatives**

The DNR Authorized Representative is Richard J. Baker, Minnesota Endangered Species Coordinator, Division of Ecological Resources, Department of Natural Resources, 500 Lafayette Rd., St. Paul, MN 55155 (651-259-5073), or his/her successor.

The Mn/DOT Authorized Representative is Paul Kivisto, Metro region Bridge Engineer, Minnesota Department of Transportation, Metro District, 3485 Hadley Ave. N., Oakdale, MN 55128 (651) 366-4563.

**5 Amendments, Waiver, and Contract Complete**

- 5.1 **Amendments.** Any amendment to this contract 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 contract, or their successors in office.
- 5.2 **Waiver.** If either party fails to enforce any provision of this contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.3 **Contract Complete.** This contract contains all negotiations and agreements between the DNR and Mn/DOT. No other understanding regarding this contract, 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, to the extent permitted by Minnesota Statutes §3.736 and other applicable law.

**7 Government Data Practices**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by or to a party under this contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either party.

**8 Publicity**

(intentionally omitted)

**9 Audit**

Under Minn. Stat. § 16C.05, subd. 5, the parties books, records, documents, and accounting procedures and practices relevant to this contract are subject to examination by each party's auditor and the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

**10 Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota. The parties will use their best efforts to resolve any disputes informally and at the lowest level possible, beginning with the Authorized Representatives identified in Article 4. Disputes that cannot be resolved promptly will be escalated up each party's chain of command.

**11 Termination**

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

1. Mn/DOT

Recommended: Scott Z...

Title: District Engineer

Date: 2/29/12

Approved: [Signature]

Title: State Design Engineer

Date: 3/13/12

Mn/DOT Encumbrance Verification

By: Sam Buhl

Date: 2-27-12

SWIFT # 3000045103

Mn/DOT Contract Management  
(as to form & execution)

James Cone 3 April 2012

2. DNR

By: [Signature]  
(with delegated authority)

Title: Director

Date: 3/26/12

**Cooperative Agreement for Riverway Mitigation  
Items as part of the St. Croix River Crossing Project  
between  
The Minnesota Department of Transportation  
And  
The Minnesota Department of Natural Resources**

This Agreement for locating and constructing a Public Boat Access Facility is between the Minnesota Department of Transportation (Mn/DOT) and Minnesota Department of Natural Resources (MnDNR).

**Recitals**

Whereas, Minnesota Statutes §471.59 authorize the parties to enter into this Agreement; and

Whereas, Mn/DOT and the Wisconsin Department of Transportation (WisDOT) plan to construct a new crossing of the St. Croix River between the City of Oak Park Heights in Washington County, Minnesota and the Town of St. Joseph, in St. Croix County, Wisconsin, including construction in the cities of Stillwater and Bayport, Minnesota, as described in 2006 Supplemental Final Environmental Impact Statement (SFEIS); and

Whereas, the new river crossing has the potential to cause adverse environmental impacts on the natural, cultural, and historical resources of the St. Croix River, which is a designated National Wild and Scenic Riverway; and

Whereas, to avoid and minimize the environmental impacts to the Riverway, Mn/DOT, WisDOT, MnDNR, WisDNR, the National Park Service, and the Federal Highway Administration (FHWA) entered into a Memorandum of Understanding (MOU) for the Implementation of Riverway Mitigation Items (Exhibit A),

Whereas, Exhibit A provides that the parties will implement certain measures to mitigate the adverse effects the new river crossing will have to the Riverway in St. Croix County, Wisconsin; and

Whereas, the MnDNR agreed in the MOU to locate and construct a public access facility on the St. Croix River and Mn/DOT agrees to pay \$1.2 million assist with such public boat access efforts; and

Whereas, the parties are entering into this Agreement to facilitate the transfer of the agreed-upon sum, described in Exhibit A, from Mn/DOT to MnDNR.

Now therefore, the parties agree as follows:

**Agreement**

**1. Payment**

- 1.1** Between issuance of the Notice to Proceed #1 to the Design-Builder and June 30, 2013 of the St. Croix Roadway Approach Design-Build Contract, Mn/DOT will provide a lump sum payment of \$1.2 million to the MnDNR. MnDNR will apply this money to the Public Boat Access as set forth in Mitigation item (g) in the MOU attached as Exhibit A.
- 1.2** It is the goal of this Cooperative Agreement that all recipients of funds in this Agreement expend or commit all such funds within five years of receipt, subject to extension. Any extensions must be approved by all parties to this agreement, or their successors in office. Mn/DOT will use its best efforts to secure approval of an extension by FHWA. The receipt of any funds under this Agreement that are not expended or obligated to a specific proposal for a Mitigation Activity contained in this Agreement within five years after receipt, or by the expiration of any extensions under this section, will be immediately returned to Mn/DOT.

JC

## 2. Agreement between the Parties

- 2.1 MnDNR agrees to implement the mitigation items identified as MnDNR's responsibilities in accordance with the relevant provisions of the MOU attached as Exhibit A.
- 2.2 In addition to any monitoring and reporting requirements set forth in the MOU, MnDNR will provide Mn/DOT with quarterly progress reports detailing the status of the Riverway Mitigation efforts. These quarterly reports will continue until all expenditures under this agreement are completed.

## 3. Term of Agreement; Survival of Terms; Incorporation of Exhibits

- 3.1 *Effective date:* This Agreement is effective on the date last signed by the parties hereto, including all necessary Mn/DOT, MnDNR, officials required by Minnesota Statutes § 16C.05, subdivision 2.
- 3.2 *Expiration date:* This Agreement will expire five years from the date of disbursement of funds by Mn/DOT, or when all obligations have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided for under Section 9. If necessary, Section 2.2 will survive the expiration or termination of this Agreement.
- 3.3 *Exhibits.* Exhibit A is attached and incorporated into this Agreement.

## 4. Authorized Representatives

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

### 4.1 *For Mn/DOT.* Mn/DOT's Authorized Representative is:

Mark Hagen, 1500 West County Road B2, Roseville, MN 55113, 651/234-7686, or his successor.

Mn/DOT's Mitigation Project Managers are:

Todd Clarkowski, 1500 West County Road B2, Roseville, MN 55113, 651/234-7714, or his successor, and

Jon Solberg, 1500 West County Road B2, Roseville, MN 55113, 651/234-7792, or his successor.

### 4.2 *For MnDNR.* MnDNR's Authorized Representative is:

Kent Alan Skaar, MnDNR Box 39, 500 Lafayette Rd, St. Paul MN 55155, 651-259-5636, or his successor

## 5. Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3 *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4 *Agreement Complete.* This Agreement contains the results of all prior negotiations and agreements between Mn/DOT and MnDNR. 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 omissions and the results thereof.

**7. Termination**

- 7.1 Termination may only be allowed by mutual agreement of the parties or for insufficient funding as set forth in 9.2 below.
- 7.2 Mn/DOT may immediately terminate this Agreement, anytime prior to the disbursement of funds, if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice. Mn/DOT has no obligation to pay for any services that are provided after notice and effective date of termination. Mn/DOT will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Mn/DOT must provide the MnDNR notice of the lack of funding within a reasonable time of Mn/DOT's receiving that notice.

**8. Force Majeure.**

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

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**STATE ENCUMBRANCE VERIFICATION**

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

**MnDOT**

Signed: R. M. Lang

By: Ann Jabr  
(With delegated authority)

Date: ~~9-19-12~~ 9-25-12

Title: Asst. Division Engineer - ESD

SWIFT Purchase Order No.

~~53271 / 30000 84415~~  
53586 / 30000 85318

Date: 9/25/12

**MnDNR**

**MnDOT OFFICE OF CONTRACT MANAGEMENT**

By: Carroll Nab

By: [Signature]

\*Title: Director - Parks & Trails

Date: 9-25-2012

Date: 7 May 12

050712  
CSA

**St. Croix River Crossing Project**  
**Memorandum of Understanding**  
**For the Implementation of Riverway Mitigation Items**

**Between the National Park Service,  
The Minnesota Department of Natural Resources,  
The Wisconsin Department of Natural Resources,  
The Federal Highway Administration,  
The Minnesota Department of Transportation  
And the Wisconsin Department of Transportation**

1. The Federal Highway Administration (FHWA), the Minnesota Department of Transportation (Mn/DOT) and Wisconsin Department of Transportation (WisDOT) plan to construct a new crossing of the St. Croix River between the City of Oak Park Heights in Washington County, Minnesota and the Town of St. Joseph, in St. Croix County, Wisconsin, including construction in the cities of Stillwater and Bayport, as described in the 2006 Supplemental Final Environmental Impact Statement (SFEIS) for the St. Croix River Crossing Project; and
2. The impacts of the Project are described and discussed in Chapters 4 through 14 of the SFEIS. Riverway impacts are being avoided and minimized to the extent possible. Chapter 15 documents the adverse environmental impacts of the Preferred Alternative that cannot be avoided on the Lower St. Croix National Scenic Riverway and the mitigation package; and
3. The National Park Service draft 7(a) evaluation indicates that with appropriate mitigation, the Preferred Alternative would not have a direct and adverse effect on the scenic and recreational values for which the Lower St. Croix Riverway was included in the national Wild and Scenic Rivers System; and
4. Table 15-2 of the SFEIS provides a summary overview of the Preferred Alternative mitigation package and includes: mitigation dollar amounts to be provided by the transportation agencies; the agency or agencies responsible for implementation of the mitigation item; the schedule for implementation; and the contract or agreement necessary for execution of the mitigation item; and
5. For Mitigation Items 9b., f., g., i., and k. of this Memorandum of Understanding (MOU), the parties will negotiate and enter into specific agreements, in accordance with applicable laws, to outline the financial arrangements and administrative details to carry out the intentions expressed in this MOU.
6. For Mitigation Item 9b. only, for administrative efficiency, the source of all funds to be provided to the Wisconsin Department Natural Resources (WisDNR) and to St. Croix County, and distributed to the Town of St. Joseph will be from Mn/DOT Project appropriations.

7. An implementation graphic describing the Mitigation for Riverway Impacts is attached which also provides the additional implementation details for each of the items; and
8. The above agencies wish to enter into this MOU to further refine the implementation of each mitigation item; and
9. Mitigation Items: The following is further refinement of each of the Riverway Impacts mitigation items.
  - a. Removal of Xcel Barge Unloader Facility and Mooring Cells:

Mn/DOT will remove the barge unloading facility and mooring cells associated with the Xcel Energy King Plant from the St. Croix River, eliminating an existing man-made structure from the Riverway. The estimated cost of this mitigation item is \$1.1 million. Xcel Energy owns this facility. This mitigation item is to offset the visual impacts of a new river crossing by removing an existing man-made structure from the Riverway.

The facility consists of 18 mooring cells and four additional foundation cells that support a large coal barge off-loading facility that is no longer used. A conveyor system between the structure and the shoreline will also be removed. Steel sheeting from each of the mooring cells will be removed by either pulling the sheeting or cutting it off near the river bottom. The stone fill in each cell will be spread out near the cell location and would be left in-place as aquatic habitat. One pivot cell from the barge off-loading facility will remain. Any work in the river below elevation 682.5 will need to be reviewed by the U. S. Army Corps of Engineers pursuant to applicable regulations and permit requirements under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

Mn/DOT has also proposed to use the Xcel barge unloading facility and mooring cells as a barge docking facility during the Preferred Alternative river crossing construction. Temporary barge docking facilities will be placed in the river for use during construction of the Preferred Alternative. Reuse of the existing Xcel facility during river crossing construction will result in one fewer temporary barge docking facility that will need to be constructed.

This property has been evaluated as not eligible for listing in the National Register of Historic Places. MnSHPO concurs with this evaluation.

A Memorandum of Understanding (see attachment.) has been developed between Mn/DOT and Xcel Energy regarding the use of these facilities during river crossing construction and removal following construction of the river crossing. The St. Croix River is known to contain a large and diverse fresh water mussel community, including two federally listed endangered species (Higgins eye pearly mussel and winged mapleleaf). In addition, the Xcel barge unloading facility supports an active osprey (Minnesota listed species of special concern and Wisconsin listed threatened species) nesting platform. Prior to implementation, Mn/DOT shall also evaluate, in consultation with US Fish and Wildlife Service and Minnesota Department of Natural Resources, this mitigation item for potential mussel and osprey impacts and suitable protection measures.

1. Relocation and replacement of the osprey nest requires a permit from the Minnesota Department of Natural Resources.

2. The mooring cells gravel contents will be spread on the river bottom at an elevation which will allow potential barge access to the Pivot Cell from the downstream side. The gravel contents of the cells upstream from the Pivot Cell will remain at an elevation that will allow recreational boat traffic to safely pass.

b. Mitigation for damages to bluffslands:

As part of the Project, Mn/DOT will provide funding in the amount of \$2.0 million to WisDNR and in the amount of \$2.5 million to St. Croix County for the protection of replacement lands to offset the impacts of a new crossing on the Wisconsin bluff. Protection could include the purchase of fee title, the purchase or transfer of development rights or the purchase of conservation easements from willing sellers of land located in St. Croix County, Wisconsin. Protected lands would be perpetually maintained for land and water conservation purposes, scenic protection and other compatible uses, including low-impact public recreation.

It is the intent of all parties to this agreement that WisDNR will use the \$2 million for its own land protection efforts within the Riverway Basin.

It is also the intent of all parties to this agreement that St. Croix County will use \$2 million for land protection efforts within the Riverway Basin that are of benefit to the Riverway and that St. Croix County will pay the remaining \$500,000 to the Town of St. Joseph for similar use. Prior to expending such funds for the protection of specific land parcels, St. Croix County and the Town of St. Joseph will consult with, and seek concurrence from, WisDNR on the targeted land parcel(s) and the proposed management of such land by St. Croix County or the Town of St. Joseph. All parties to this MOU recognize that the source of these mitigation funds is Mn/DOT Project appropriations and, therefore, St. Croix County and the Town of St. Joseph are eligible to use their respective portions to compete for matching Wisconsin Stewardship Local Assistance Grants administered by WisDNR. If St. Croix County or the Town of St. Joseph decide to partner with a non-profit conservation organization in purchasing land rights as described above, the partnering parties would be eligible to compete for other Stewardship match programs for which the local units of government themselves are not eligible. It is the recommendation of all parties of this MOU that St. Croix County and the Town of St. Joseph select projects that would be eligible for matching Wisconsin Stewardship funds in order to maximize the use of the funds provided under this paragraph. All such grant requests will be subject to WisDNR's standard, independent review process governing the Stewardship Program.

As stipulated in the Section 106 Amended MOA (Stipulation VIII), for any property purchased or protected under this mitigation item, WisDNR, St. Croix County and the Town of St. Joseph shall consult with the Wisconsin State Historic Preservation Officer (WisSHPO), the Minnesota State Historic Preservation Officer (MnSHPO) and other consulting parties, including Indian tribes, as appropriate, in accordance with 36 CFR §§ 800.3 - 800.5 to determine if historic properties in addition to those identified in Stipulation II.C.4 of the Section 106 MOA for this project will be affected. In addition, the WisDNR, St. Croix County and the Town of St. Joseph will confer with the WisSHPO on possible sites to acquire in order to provide protection for historic properties in conjunction with land and water conservation goals.

c. Bluffland Restoration:

The intent of the bluffland restoration mitigation item is to further offset the impacts of the Preferred Alternative on the Wisconsin bluff. Mitigation items include:

1. Removal of the Buckhorn sign. The Buckhorn sign is located approximately 1,800 feet north of the Preferred Alternative river crossing location along the Wisconsin bluff. Under this mitigation item, WisDOT will remove the sign and the bluff will be allowed to return to a natural state. The attached Memorandum of Understanding developed between WisDOT and the property owner, Edward T. Johnston, includes provisions for its removal.
2. Partial restoration of the Wisconsin approach to the Lift Bridge. Under this mitigation item, WisDOT will remove and restore the existing STH 64 roadway between the Lift Bridge and STH 35. WisDOT will redevelop a portion of STH 64 as a Loop Trail as described in the Visual Quality Manual for this project. WisDOT will remove the existing CTH E roadway between the CTH E/STH 64 intersection and State Street. WisDOT will revegetate the road rights-of-way with native species following removal of the pavements.

d. Removal of Terra Terminal Building:

The Terra Terminal building has been evaluated as not eligible for listing in the National Register of Historic Places. MnSHPO concurs with this evaluation. However, the Terra Terminal site is adjacent to the National Register-eligible Hersey Bean Saw Mill and Planing Mill archaeological sites. Mn/DOT will coordinate any activities planned for this area with the Mn/DOT Cultural Resources Unit and the MnSHPO. Refer to Chapter 11 and the Section 106 MOA in Appendix G of the SFEIS for additional detail on the Hersey Bean sites.

Mn/DOT will remove the Terra Terminal building, an old fertilizer warehouse on the Stillwater Municipal Barge Facility property, under this mitigation item, removing an existing man-made structure from the Riverway and restoring the shoreline to a more natural condition. Mn/DOT will also remove construction debris (asphalt and concrete) used for bank stabilization near the building and the removal of below-water debris near the shoreline. A natural condition will be created along the shoreline with removal of the existing construction debris (e.g., concrete slabs). Any replacement materials necessary to maintain riverbank stabilization will have a natural appearance. Mn/DOT will coordinate with the City of Stillwater on the removal of construction debris and the replacement with natural material to ensure bank stabilization to ensure that this is consistent with the plan for the park setting along the Riverway.

Mn/DOT will coordinate removal of the Terra Terminal building with Stillwater. Mn/DOT has identified the Terra Terminal building site as a potential construction staging site. Once the building structure is removed, the Terra Terminal building pad could also be used as a staging area during construction. Identification of all construction staging sites will be completed during final design. When construction is complete, Mn/DOT will remove the building pad and restore the site. Mn/DOT is currently working with the City of Stillwater to relocate the Bergstein Shoddy Mill buildings to the site of the Terra Terminal building.

Four different aspects of mitigation focus on the Terra Terminal property. The National Park Service proposed removal of the building and shoreline restoration to mitigate scenic impacts. The City of Stillwater plans to develop the area as a park. A segment of the recreational loop trail will cross this property. Historic preservation interests propose the possibility of moving the historic Shoddy Mill buildings to the Terra Terminal site, once the terminal is removed. In addition, the site is a possible construction staging area. See Stipulation IV. B. of the Section 106 MOA for this project. All of the above-mentioned parties must cooperate in use and development of this property in order to ensure that Riverway mitigation goals are achieved.

Since the publication of the SDEIS, a report has been completed for the City of Stillwater that outlines possible riverway and cultural resource impacts with the relocation of the Shoddy Mill buildings to this site. Refer to Chapter 11 and Stipulation IV. F. of the Section 106 MOA for this project in Appendix G of the SFEIS for additional detail.

e. Kolliner Park:

The Kolliner Park property, located on the Wisconsin shoreline of the St. Croix River adjacent to the Lift Bridge and the existing STH 64 approach roadway, will be allowed to revert to a natural state. WisDOT will remove non-historic, man-made elements (e.g., access road; parking lot pavement; miscellaneous items) from the site. Although the pavement for the access road will be removed, the revegetated roadway will remain usable for emergency and city vehicle access. Some minor grading may be required following removal of these elements. Some retaining walls may also remain intact to provide site drainage as requested by the WisDNR. Following removal of these elements, the park would be allowed to revert to a natural state.

The Kolliner Park property is owned by the City of Stillwater. The property will remain under the ownership of the City of Stillwater with the implementation of this mitigation item. Although the park master plan cannot be implemented fully (i.e., the proposed access road and parking would not be feasible because there would be no vehicular access available to the general public to the site), the City could still develop, subject to applicable federal, state and local government regulations, other elements proposed in the park master plan.

f. Riverway Interpretation:

The Riverway interpretation mitigation item will include interpretation items (e.g., informational and mobile kiosks, bulletin boards) related to natural and cultural resources to enhance the recreational experience for users of the Riverway. Examples of potential content of the interpretation items are provided in Section 14.2.1.1 of the SDEIS, and include material related to natural and historic resources. Interpretive items related to natural resources may include items related to zebra mussels in the St. Croix River (e.g., education, research, or inspection programs), informational material on other invasive species, items related to water quality, or items related to the Riverway's resources and values. Interpretive items related to historic resources may include installation of interpretive materials in locations such as downtown Stillwater, Kolliner Park or the Stillwater Boom Site related to archaeological sites and past uses.

As part of the Project, Mn/DOT will provide funding in the amount of \$300,000 to the NPS. The NPS, in coordination with the Minnesota Department of Natural Resources (MnDNR) and WisDNR, will be responsible for the content and implementation of this mitigation item. NPS

will also consult with MnSHPO and WisSHPO to prevent adverse impacts to historic resources per Stipulation VI. C. of the Section 106 MOA for this project.

g. Public Boat Access:

As part of the Project, Mn/DOT will pay funding in the amount of \$1.2 million to the MnDNR for costs associated with locating and constructing a public access facility on the St. Croix River in the general project vicinity. MnDNR will conduct location studies, environmental documentation, and any mitigation necessary for access construction impacts. MnDNR has not yet determined the location of the access. The history and issues surrounding the public boat access mitigation item are described in Section 14.2.1.1 of the SDEIS.

h. Loop Trail System:

- i. As part of the compensation to offset impacts of a new river crossing on the recreational values of the Riverway, Mn/DOT and WisDOT will complete a loop trail system between Minnesota and Wisconsin. Subject to the planned Lift Bridge rehabilitation work, Mn/DOT and WisDOT will open the trail for use within one year after the St. Croix River Crossing Project is open to traffic. The location of the loop trail system is illustrated in Figure 15-2.
- ii. As part of the loop trail system, Mn/DOT and WisDOT will convert the Lift Bridge to a pedestrian/bicycle facility. Mn/DOT will place bollards, or similar gating elements, within the Chestnut Street right-of-way in Stillwater to prevent vehicular access by the general public to the Lift Bridge, but still allowing for any traffic operations on Chestnut Street. These bollards would be removable and allow for maintenance, emergency, and city-owned vehicles to access the Lift Bridge and Kolliner Park in Wisconsin. Lift Bridge management and operations as part of the loop trail system are described in more detail in the Section 106 Amended MOA in Appendix G of this SFEIS and in Section 15.4.1.4 of this SFEIS. With conversion of the Lift Bridge to a pedestrian/bicycle facility, the existing operation regulations and lift schedule will stay in effect.
- iii. Within one year after opening of the new river crossing, Mn/DOT will initiate a rehabilitation project on the Lift Bridge, with the work elements described by the priorities established in the Lift Bridge Management Plan.
- iv. The conceptual design of the loop trail will be included in the Visual Quality Manual currently being developed by Mn/DOT and WisDOT. Preliminary design for the loop trail anticipates two separate trails, one for pedestrians and one for bicyclists, through the Stillwater Municipal Barge Facility property and up the Wisconsin bluff from the Lift Bridge to STH 35 within the existing STH 64 right-of-way. Through the Stillwater Municipal Barge Facility property, Mn/DOT will construct a higher speed bicycle trail on an existing railroad grade along the west boundary of the site. A lower speed pedestrian trail will follow the St. Croix River shoreline at the east boundary of the property. This plan for the loop trail through the Stillwater Municipal Barge Facility property is consistent with the park plan for this site. Refer to Figure 15-3 for an illustration of the loop trail through the Stillwater Municipal Barge Facility property.
- v. Up the Wisconsin bluff, WisDOT will construct the bicycle trail at the existing road grade; the pedestrian trail will also be constructed at the existing road grade with intermittent landings. WisDOT will construct the loop trail within the existing STH 64 right-of-way from the Lift Bridge to existing STH 35. Refer to SFEIS, Figure 15-4 for an

illustration. A cross section of the potential loop trail design and revegetation up the Wisconsin bluff is illustrated in Figure 15-5. A photo simulation of the loop trail and revegetation is illustrated in Figure 15-6. Vegetation between the two trails up the Wisconsin bluff will be addressed in the Visual Quality Manual. WisDOT will construct a parking facility (approximately 40 stalls) at the top of the bluff in Houlton, with access to the loop trail system. WisDOT will construct bollards at the top of the bluff in Wisconsin across the loop trail to prevent vehicular access by the general public from the loop trail at the top of the Wisconsin bluff. These bollards would be removable and allow for maintenance and emergency vehicles to access the loop trail.

- vi. The loop trail will utilize paved shoulders along existing STH 35 and a shared-roadway facility on existing CTH E through Houlton, past the Houlton Elementary School, to the proposed STH 64 – STH 35/CTH E interchange. WisDOT will construct a cul-de-sac on existing CTH E at the interchange, and a parking facility to the south of the cul-de-sac. This parking facility will provide access to the loop trail system near the STH 64 – STH 35/CTH E interchange. The loop trail will continue south from the cul-de-sac at existing CTH E, include an underpass under the new STH 35 roadway, and continue parallel to the west side of the new STH 64 roadway south to the new river crossing.
  - vii. As part of the completion of the loop trail, Mn/DOT will also partner with the City of Stillwater in grading the Stillwater Municipal Barge Facility property following construction. Mn/DOT will complete the grading under a construction contract as part of the river crossing construction. MnDOT will consult the City of Stillwater as part of this process to ensure that the grading is completed consistent with their plans for the future park development. The grading will be completed to the extent possible while still avoiding the natural and cultural resources (i.e., Hersey and Bean site) of the Stillwater Municipal Barge Facility property. See Stipulation IV. F. of the Section 106 MOA for this project for further details.
  - viii. Ownership, operation and maintenance of the loop trail will be determined through discussions with appropriate federal, state, and local agencies during final design. Mn/DOT and WisDOT anticipate transferring ownership, operation, and maintenance responsibilities for the loop trail to the respective local units of government. An operations plan, to be completed prior to opening of the loop trail, will define compatible and safe uses for the loop trail system. The trail was designed intending for non-motorized uses only and restricted trail use during winter months. Refer to Section 16.2.2.3 of this SFEIS for a discussion of additional involvement with the City of Stillwater regarding completion of the loop trail and other temporary impacts to Stillwater-owned property.
  - ix. The conceptual design of the loop trail is included in the Visual Quality Manual and describes the location of the trails and aesthetic treatments.
- i. Recreation, Education and Riverway Restoration:
- i. A new St. Croix River crossing will result in adverse impacts to the visual qualities of the Riverway and will also result in an adverse impact to a user's recreational experience along the Riverway. The following is a description of the three components of this mitigation item:
    - a. Archaeological Surveys: A new river crossing will impact the visual qualities for which the Riverway was set aside and will impact people's recreational experience on

the Riverway. To compensate for this, the riverway agencies (NPS, MnDNR, WisDNR) have proposed to restore native vegetation and develop campsites along the Lower St. Croix National Scenic Riverway (Lower Riverway) in order to enhance the camping experience while protecting the Riverway's resources. Prior to any management activities to remove exotic species and restore natural species (e.g., burning or other treatment plans) or prior to any campsite expansion, the NPS shall complete archaeological surveys of the affected areas in their respective states, in consultation with the Minnesota and Wisconsin SHPO's in that state, and any objects found will be documented and curated.

- b. **Historic Research:** A new river crossing will impact and change the appearance of the river and shoreline. To raise awareness among river users and researchers of how man has changed the river in the past, the NPS, in consultation with the Minnesota and Wisconsin SHPO's, will document the river changes implemented by the U. S. Army Corps of Engineers (i.e., decisions; proposed and implemented plans; photographs and drawings). The NPS will also document, including photographs, the history of the Boomsite and its effect on the Riverway and the logging industry. The results of these efforts will be a scholarly document and an overview of the research on the NPS website.
  - c. **Restroom Facilities:** Increasing recreational use of the St. Croix River has elevated demand for restroom facilities along the river. To respond to this demand, and to minimize pollution associated with the lack of proper sanitation, NPS will construct new restroom facilities along the Riverway to enhance the recreational experience while protecting the Riverway's resources.
- ii. As part of the Project, Mn/DOT will provide funding in the amount of \$250,000 for these three components of this mitigation item to the NPS. The NPS will be responsible for any Section 106 consultation required for the activities in this mitigation item. The NPS will be responsible for the purchase and maintenance of the restroom facility.
- j. Covenants on Excess Property:

This mitigation item will require the placement of covenants on potential excess properties from the 1995 Final EIS Preferred Alternative alignment in Wisconsin and the former STH 35 wayside rest area to limit future development. There will be no excess property available on the Minnesota side of the Riverway in lower Oak Park Heights; all of the previously purchased right-of-way for the 1995 FEIS Preferred Alternative alignment will be used by the Preferred Alternative.

The excess property in Wisconsin could eventually be sold as surplus property. If sold as surplus property, WisDOT shall record deed-restrictive covenants on the properties that are consistent with Lower St. Croix National Scenic Riverway Cooperative Management Plan (CMP) guidelines (e.g., bluff setback; structure height – see Appendix A of the CMP). WisDOT anticipates a loss of approximately \$466,000 on the sale of these properties with the restrictive covenants in place.<sup>1</sup> The anticipated covenants on the excess WisDOT-owned properties are listed below, and further described in Chapter 15 of this SFEIS. The three excess property parcels from the 1995 Final EIS Preferred Alternative alignment are shown on attachment to this MOU titled "WisDOT Excess Right-of-Way Layout."

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<sup>1</sup> Estimate for the difference in Wis/DOT selling excess property with and without a restrictive covenant is \$10,000 per acre.

- i. Lands west of Existing STH 35, both at the former wayside south of the project and along the 1995 Final EIS Preferred Alternative alignment, if sold by WisDOT as excess right-of-way, shall be restricted to "Conservancy District" use as defined by St. Croix County Zoning as follows: *Conservancy District is established to preserve and perpetuate in an open state certain areas such as lowland swamps, marshes and wetlands, floodplains and stream beds, slopes, bluffs, wooded areas and other areas of aesthetic value which, because of their unique physical features, are deemed desirable to be retained for the benefit of this and future generations. The regulations of the Conservancy District are intended not only to preserve and perpetuate open space land and water areas consistent with the intent and purpose of this chapter, but also to protect the community and the County from costs and consequences that may be incurred when unsuitable development occurs in such areas.*

The land west of Existing STH 35 at the former wayside south of the project is approximately 9.9 acres in size. The land west of Existing STH 35 in the area of the 1995 Preferred Alternative is approximately 10.8 acres in size.

- ii. Land east of Existing STH 35 along the 1995 Preferred Alternative alignment from Existing STH 35 to the east-west  $\frac{1}{4}$  line of Section 26, Town 30 North, Range 20 West, approximately  $\frac{1}{4}$ -mile south of Existing CTH E, if sold by WisDOT as excess right of way, shall be restricted to "Agriculture Residential District" use as defined by St. Croix County Zoning as follows: *Agricultural Residential District: This district is created to establish areas within which agricultural uses, commercial uses serving agriculture, limited commercial, institutional residential uses may be located. The Agricultural Residential District is intended to include areas in which exclusive agricultural use on an area-wide basis is not warranted due to such factors as the existence of mixed uses prior to the date the district was established and located, demonstrated or expected ability of farm and selected nonfarm uses to exist in close proximity without undue conflict or a determination that the area is in a state of transition to urban residential character.*

The restriction on this parcel could be removed if equal or greater acreage with equivalent restrictions is provided in the Town of St. Joseph. This parcel of land is approximately 25.9 acres in size.

- iii. Land adjacent to the New STH 64/35/CTH E interchange north of the east-west  $\frac{1}{4}$  line of Section 26, Town 30 North, Range 20 West, approximately  $\frac{1}{4}$ -mile south of Existing CTH E to the proposed south right-of-way line for Relocated STH 35, is not required to have any restrictions in use on the deed in the sale as excess right-of-way. This parcel of land is approximately 6.7 acres in size.

k. Spill Response Plan.

As population grows and traffic levels increase in St. Croix County, Wisconsin, Washington County, Minnesota and in the Minneapolis/St. Paul metropolitan area, the risk of traffic related spills within the St. Croix River basin increases. A comprehensive spill response plan will help improve the ability for federal, state, regional and local governments to respond to such spills, and minimize the potential adverse impacts to surface waters, groundwater and aquatic and terrestrial wildlife populations and habitats.

As part of the Project, Mn/DOT will provide funding in the amount of \$100,000 to the NPS to work with contractors or consultants to develop a River Defense Network for spill response.

This effort will include mapping spill entry routes and determining time of travel for various flow regimes and spill locations. It will also include arrangements for spill contractors and equipment storage at various locations along the river for rapid deployment.

#### 10. Monitoring and Reporting

- a. On March 1st of every year, FHWA shall submit a summary annual report to the signatories detailing the measures carried out pursuant to the terms of this MOU. FHWA shall submit an annual report every year until the mitigation item work contained within this MOU is completed.
- b. The annual report will describe all actions taken by FHWA, Mn/DOT, WisDOT and other agencies during the preceding year to implement the terms of this MOU, identify any problems or unexpected issues encountered during the year, any disputes and objections submitted or resolved, any changes recommended in implementation of the MOU, and any scheduling changes. The annual report shall also include a timetable of mitigation item activities proposed for implementation within the following year or two.
- c. The signatories of this MOU shall review the annual report and provide their comments to FHWA within thirty (30) days of receipt of the report. FHWA shall also provide the annual report to the Mn/DOT Cultural Resources Unit, the MnSHPO and the WisSHPO.
- d. At its own discretion or at the request of any signatory to this MOU, FHWA shall convene a meeting to facilitate review and comment on the annual report, and to resolve any questions about its content and/or to resolve adverse comments.

#### 11. Oversight Committee.

An Oversight Committee, composed of representatives from the National Park Service, Minnesota Department of Natural Resources, Wisconsin Department of Natural Resources, U.S. Fish & Wildlife Service, Minnesota Department of Transportation, Wisconsin Department of Transportation, and Federal Highway Administration, will receive Annual Reports as described above and at the group's discretion, meet on an as-needed basis (minimum of annual meetings are expected).

Attachments: Preferred Alternative Layout  
Mitigation for Riverway Impacts Graphic dated 03-14-06  
MOU between Mn/DOT and Xcel for the Barge Unloader Facility  
MOU between WisDOT and Edward T. Johnston for removal of Buckhorn sign  
WisDOT Excess Right-of-Way Layout

Signatures signify agency concurrence with this Memorandum of Understanding

National Park Service

By: Tom Bradley

Tom Bradley

Superintendent

St. Croix National Scenic Riverway

Date: 3/27/06

Minnesota Department of Transportation

By: [Signature]

Khani Sahebjam

Metro District Engineer

Date: 4/11/06

Wisconsin Department of Transportation

By: [Signature]

Rory L. Rhinesmith

Regional Operations Manager

Division of Transportation System Development

Date: 03/21/06

Federal Highway Administration

By: [Signature]

Thomas K. Sorel

Division Administrator

Date: 3-28-06

Wisconsin Department of Natural Resources

By: [Signature]

Scott Humrickhouse

Director

West Central Region

Date: 3/24/06

Minnesota Department of Natural Resources

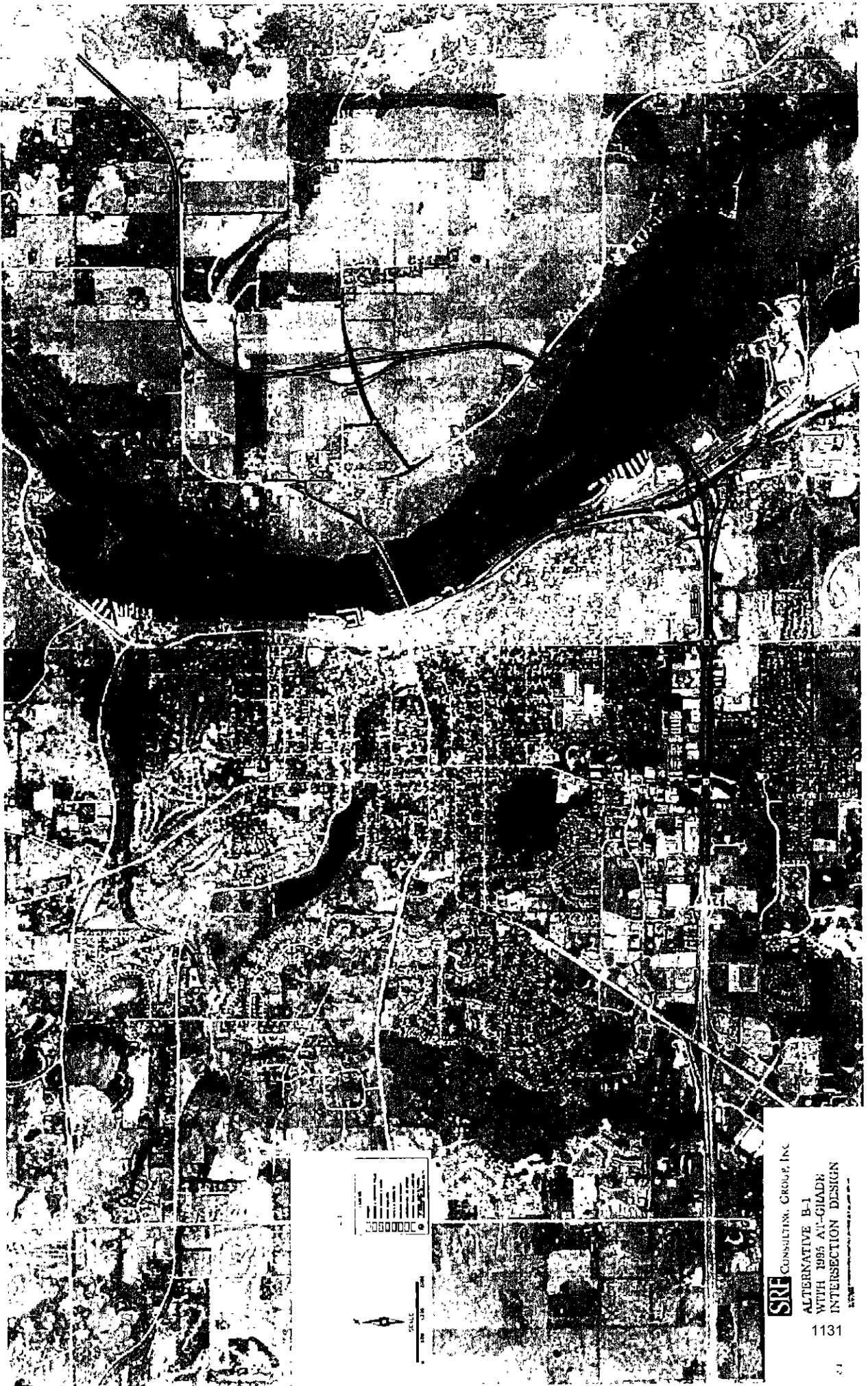
By: [Signature]

Kent Lokkesmoe

Director

Division of Waters

Date: 3-27-06



**SRF** CONSULTING GROUP, INC.

ALTERNATIVE B-1  
WITH 1995 AT-GRADE  
INTERSECTION DESIGN

1131

1/8" = 1'
1/4" = 1'
1/2" = 1'
3/4" = 1'
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10" = 1'



# ST. CROIX RIVER CROSSING PROJECT

## MITIGATION FOR RIVERWAY IMPACTS

	Record Of Decision July 2006	Lift Bridge Repair Project Ending Summer 2006	FHWA Authorization Of Funding	Letting Of Project	Begin Construction	End Construction	One Year After Construction
Removal Of Xcel Barge Unloading Facility And Mooring Cells	MOU Between Mn/DOT And Xcel				Use Existing Facility for Staged Construction		Removal Of Xcel Barge Unloading & Mooring Cells
Mitigation for Damages to Blufflands			\$2,000,000 Joint Powers Agreement With Mn/DOT and WisDNR  \$2,500,000 Joint Powers Agreement With Mn/DOT and St. Croix Co.			Purchase/Protect Blufflands, Fee Title, Developmental Rights or Easements	
Bluffland Restoration	MOU Between WisDOT And Sign Owner				Removal Of The Backhorn Sign		Restoration Of Wis Approach Lift Bridge Per Visual Quality Manual
Removal Of Terra Terminal Building		Identify As Construction Staging Site		Removal Of Terra Terminal Building  Banking Pads Removed And Site Restored		Potential Use As Construction Staging Site	
Kollmer Park						Removal Of Non-Historic Man-Made Elements And Allow Reversion To A Natural State	
Riverway Interpretation			\$300,000 Joint Powers Agreement With Mn/DOT And NPS (Lead Agency)			Implementation Of Riverway Interpretation	
Public Boat Access			\$1,200,000 Interagency Agreement With Mn/DOT And Mn/DNR		Site Search, Study For Boat Access Location, And Environmental Study By Mn/DNR		
Loop Trail System		Final Design Of Loop Trail System			Construction Of Loop Trail System		Construction And Completion Of Loop Trail On Approaches To Lift Bridge And On Lift Bridge
Recreation, Education and Riverway Restoration - Archeological Surveys - Historical Research - Restroom Facilities			\$250,000 Joint Powers Agreement With Mn/DOT And NPS			Implementation Of The Agreement	
Covenants On Excess Property		Draft Covenant Language				Disposition of excess properties with Covenants	
Spill Response Plan			\$100,000 Joint Powers Agreement With Mn/DOT And NPS			Implementation of the Agreement	

### TIME LINE DEFINITIONS

Record Of Decision: FHWA's Environmental Decision Document  
 FHWA Authorization: Normally 3 weeks prior to letting  
 LETTING: DOT's Advertise for bids, hiring construction contractors, typically 4-6 weeks prior to construction

**Memorandum of Understanding Between  
The Minnesota Department of Transportation**

**And**

**Northern States Power Company d/b/a Xcel Energy**

1. Removal of Barge Unloader Facility. As a part of the St. Croix River Crossing Project, the Minnesota Department of Transportation ("MnDOT") will remove from the Northern States Power Company's d/b/a Xcel Energy (NSP) Allen S. King generating plant the Barge Unloader Facility including, but not limited to, the entire barge unloading structure, mooring cells, and support cells, the truss and conveyor belt system between the unloader and Transfer House #1. ("Facility"). The Pivot Cell will be left in place. The entire removal of the Barge Unloader Facility will follow the completion of the new river crossing bridge construction.
  - 1.1. NSP will designate an NSP employee to work with MnDOT and its Contractor to coordinate all on site activities during the removal of the Barge Unloader Facility.
  - 1.2. NSP may salvage any portion of the in-place Barge Unloader Facility but must complete such work at least 6 months prior to MnDOT advertising the bridge contract. NSP shall also notify MnDOT of any major modifications to the in-place Barge Unloader Facility and associated equipment such that potential contractors will be fully aware of the scope of work required for the Facility's removal.
  - 1.3. The Pivot Cell will remain in place with no modifications except as may be required for the removal of other facilities and equipment removed from the Facility. The Pivot Cell will be left in place to allow its use as a future mooring Facility for barges that NSP may need to place at the site.
  - 1.4. Coal spillage located under and around the Barge Unloader Facility will be left in place and will not be part of the removal of the Barge Unloader Facility.
  - 1.5. The mooring cells gravel contents will not be removed by MnDOT and will be allowed to remain on the river bottom for aquatic habitat.
  - 1.6. The sheet piling of the cells will either be pulled entirely or cut off near the river bottom and removed at Mn/DOT's discretion.
  - 1.7. The concrete cap on the cells (except for the Pivot cell) will be removed.
  - 1.8. All materials removed from the Barge Unloader Facility will become the property of MnDOT's Contractor.
  - 1.9. The opening left in Transfer House #1 by the removal of the Barge Unloader Facility shall be repaired by MnDOT's Contractor.

2. Use of the Barge Unloader Facility as a Barge Staging Area

- 2.1. An Extradosed Bridge Type is recommended for the preferred new river crossing bridge type. Construction of a new river crossing bridge will require barge oriented activities. Because of this, the Barge Unloader Facility would become a barge staging area where barges used for the construction of the new river crossing would be moored.
- 2.2. Recent evolution of a wetland located near the new river crossing has eliminated that area as a potential staging area, creating a shortage of available staging areas for this project. If additional staging areas are necessary, MnDOT will contact NSP during the design phase about the availability of a NSP site known as the "West Construction Building Area". If this site is to be used as another staging area, access to that site is only allowed from the Emergency Vehicle Access Road via the entrance off of TH 95 at the Wastewater Treatment Plant.
- 2.3. NSP will designate an NSP employee to work with MnDOT and it's Contractor to coordinate all on site activities during the staged construction of the new river crossing bridge.

3. Disclosure

- 3.1. NSP acknowledges that the only known potentially hazardous waste issues associated with the Facility is the lead paint coating. All PCB oil transformers have been removed from the Facility. Any transformers on the Facility now contain only non-hazardous transformer oil.
  - 3.2. The Barge Unloader Facility steel structure is covered with lead based paint. MnDOT will be solely responsible for and will use the appropriate disposal/recycling methods for removing and disposing these materials. MnDOT's Contractor will comply with MnDOT's Standard Specifications for Construction during the removal and disposal of these materials.
  - 3.3. In the event that lead or lead coatings are detected on non-steel components or if other materials that may be classified as hazardous waste are detected on the barge unloader Facility then MnDOT must immediately notify NSP and such notification must be documented in writing. NSP will be allowed the option to approve of the disposal of such hazardous waste or dispose of such hazardous wastes at its own selected disposal site.
4. Transformers. Electrical transformers located on the barge unloader Facility will be removed and disposed of by NSP, approximately 3 months prior to the use of the Barge Unloader Facility as a staging area

5 Access.

5.1. The majority of work associated with either the Barge Staging Area or the removal of the Barge Unloader Facility shall be conducted from the river. NSP will allow temporary access to and from the Barge Unloader Facility and work areas to MnDOT and its contractor at no cost to MnDOT. A potential temporary access is located adjacent to the northern property line of NSP on an existing gravel road (Emergency Vehicle Access Road). Access to this area is only allowed from the Emergency Vehicle Access Road via the entrance off of TH 95 at the Wastewater Treatment Plant.

5.2. The parties agree to coordinate for use and maintenance of the temporary access.

6. Permit. NSP will issue a temporary occupancy permit at no cost to MnDOT or MnDOT's Contractor to conduct the barge staging and barge unloader Facility removal and associated work. MnDOT and MnDOT's Contractor will be responsible, at its expense, for securing from any other organizations or agencies including but not limited to the Minnesota Department of Natural Resources, U. S. Army Corp of Engineers, U. S. Fish and Wildlife Service, any other permits that may be required to conduct the barge unloader Facility removal and associated work.

7. Nesting Site. NSP will relocate the Osprey nesting site presently located on the barge unloader Facility. NSP will also relocate the camera and its associated equipment.

8. Timing. MnDOT and its Contractor will determine the appropriate timeframe for the Staging Work and Facility's Removal and will coordinate these schedules and removal activities with NSP. The Staging Work and Removal Work, once started, shall occur in a timely manner and shall in no way interfere with the operation of the King plant; in the event of any conflicts the King plant operations shall have priority. The Staging Work will correspond with the construction timeframe of the new river crossing bridge. The Barge Unloader Removal work shall be completed within 12 months following the opening of the new river crossing bridge.

9. Security. MnDOT recognizes the need for NSP to maintain security in and around their operation. Following the Staging Work and removal of the Barge Unloader Facility, MnDOT will assure that a lockable gate is placed on this emergency vehicle access road and that NSP will receive keys or any other means necessary to open the gate. MnDOT and NSP will review and evaluate the need for a security guard patrol during the timing of this MOU. The review and evaluation will occur no less than 60 days prior to the Staging Work.

10. Boat Ramp. The St. Croix River Crossing Project is currently not planning for the construction of a boat ramp adjacent to the King Plant. A Boat Ramp location study, environmental study, and wetland mitigation is anticipated to be performed by Mn/DNR prior to any boat ramp construction within the riverway.

11. Emergency Vehicles. Emergency vehicle access to the King plant will be provided during the Staging Work and removal of the Barge Unloader Facility. The present route uses the gravel road south of the treatment plant to enter the King Plant. MnDOT will continue to provide a similar emergency vehicle roadway. Following the Staging Work and removal of the Barge Unloader Facility, MnDOT will assure that a lockable gate is placed on this emergency vehicle access road and that NSP will receive keys or any other means necessary to open the gate. NSP will continue to be responsible for the snow removal from the emergency vehicle access.

12. It is the understanding of both MnDOT and NSP that there will be no financial compensation by either party for the work and tasks described in this MOU.
13. If the St Croix River Crossing project is not constructed, the barge staging area and removal of the Facility will not be conducted and the barge unloader Facility will be left in place.
14. Responsibility of MnDOT and its Contractor. MnDOT will incorporate its "Standard Specifications For Construction" into its contract with its Contractor, including, without limitation, specification 1712 "Protection and Restoration of Property". All property of MnDOT, its contractors, employees, or agents upon or within NSP's premises shall at all times be there at their own risk. MnDOT , will be responsible for its own acts and omissions to the extent provided by Minnesota Statutes section 3.736 and other applicable law. All property of MnDOT, its contractors, employees or agents upon or within NSP's premises shall at all times be there at MnDOT's own risk. MnDOT will require its contractor to obtain Worker's Compensation insurance and Liability insurance in a minimum amount of \$5,000,000, specifically covering work to be performed on or about NSP's premises, and naming NSP as an additional insured with respect to such work. The following insurance coverages will be required:
  - Bodily Injury Liability
  - Property Damage Liability
  - Physical Damage to PropertyThe insurances shall be in full force and effect before any work is performed on NSP's Right of Way, including hauling of materials. The insurance shall not be canceled by the Contractor until the work for which it is required has been completed and accepted. If MnDOT or its contractors have or obtain insurance for this MOU, MnDOT or its contractor shall grant NSP a waiver of subrogation by its insurance company for any loss or damage to MnDOT's or its contractor's property.
- 15 This Memorandum of Understanding ("MOU") is not a binding agreement and that any binding obligations of the parties to this MOU will be made pursuant to written, and properly executed and approved agreements (s). This MOU merely depicts a proposed plan of action for the mutual convenience of the parties.

I concur with this Memorandum of Understanding

Northern States Power Company,  
d/b/a/ Xcel Energy

By: Mark Fritsch  
Mark Fritsch  
Director - Allen S. King Plant

Date: 9-28-2005

Minnesota Department of Transportation

By: Patrick L. Hughes  
Patrick Hughes  
Metro Division Engineer

Date: 10/11/05

Attachments: Preferred Alternative Layout  
Current Project Schedule

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WISCONSIN DEPARTMENT OF TRANSPORTATION  
AND  
EDWARD T. JOHNSTON**

This Memorandum of Understanding is to serve as an preliminary agreement between the Wisconsin Department of Transportation (WISDOT) and Edward T. Johnston (OWNER) in regards to the possible removal of the Buckhorn sign located on the OWNER's property located in Sections 27 and/or 34, Town 30 North, Range 20 West, Town of St. Joseph, St. Croix County, Wisconsin.

The following stipulations are agreed to in general and shall be negotiated as specific items in a Construction Permit to be executed between the WISDOT and the OWNER:

This work will include removal of the individual Buckhorn sign letters, all supporting foundations, and all electrical connections serving only the sign.

WISDOT will determine the appropriate timeframe for the Buckhorn sign removal and will coordinate these schedules and removal activities with the OWNER. The removal work, once started, shall occur in a timely manner.

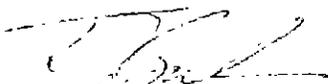
The OWNER will allow temporary access to and from the OWNER's property to WISDOT and its contractor at no cost.

WISDOT will restore all disturbed areas on the OWNER's property to conditions agreeable to the OWNER which shall include restoring the ground to its original contours, replacing topsoil seeding, fertilizing and mulching all areas disturbed by the Buckhorn sign removal activities.

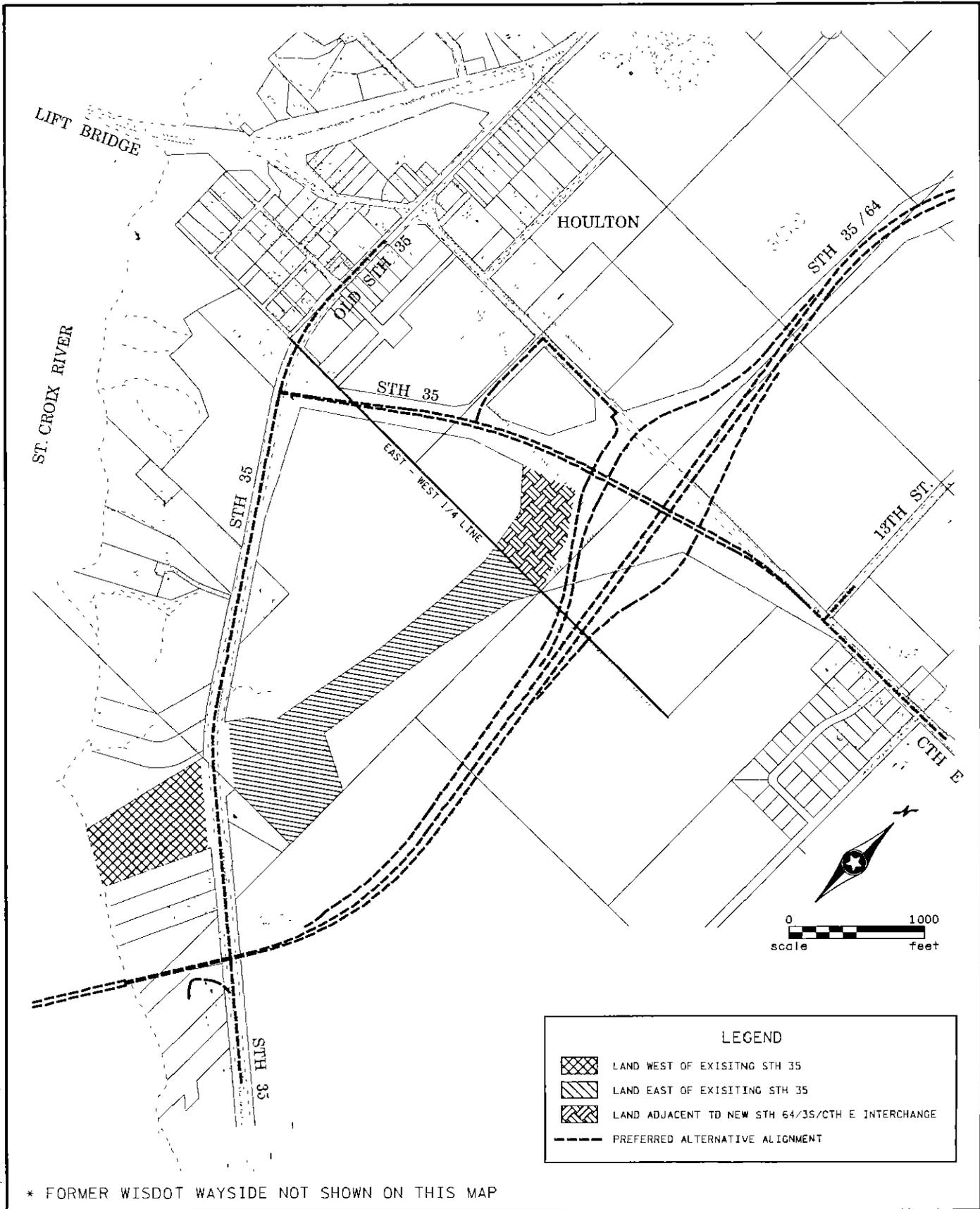
WISDOT and its contractor will be responsible, at no expense to the OWNER, for securing from any other organizations or agencies, including, but not limited to, the Wisconsin Department of Natural Resources any permits that may be required to conduct the Buckhorn sign removal and associated work.

It is the understanding of both WISDOT and the OWNER that there will be no financial compensation by either party for the work and tasks described in this Memorandum of Understanding.

If the St. Croix River Crossing project is not constructed, removal of the Buckhorn sign will not be done and it will be left in place.

  
\_\_\_\_\_  
Thomas J Beekman, P.E.      12-5-05  
Date  
Wisconsin Department of Transportation

  
\_\_\_\_\_  
Edward T. Johnston      12-1-05  
Date  
Property Owner



# WISDOT Excess Right-of-Way Layout

St. Croix River Crossing Project

Riverway Memorandum of Understanding



## Minnesota Pollution Control Agency

Duluth Office | 525 Lake Avenue South | Suite 400 | Duluth, MN 55802 | 218-723-4660

800-657-3864 | 651-282-5332 TTY | [www.pca.state.mn.us](http://www.pca.state.mn.us) | Equal Opportunity Employer

August 20, 2012

Mr. Bernard J. Arseneau, Deputy Commissioner of Transportation  
Minnesota Department of Transportation  
395 John Ireland Boulevard 120  
St Paul, MN 55155-1899

Mr. Doug Muyres, President  
Knife River Materials  
4101 Bemidji Avenue North  
Bemidji, MN 56601

RE: Executed Stipulation Agreement - MnDOT SP 3604-69 Reconstruct 18.5 Miles of Trunk Highway 11,  
Birchdale, Minnesota NPDES/SDS Construction Stormwater Permit No. C00030143

Dear Messrs Arseneau and Muyres:

Enclosed is your signed copy of the executed Stipulation Agreement (Agreement) that was signed by the Minnesota Pollution Control Agency (MPCA) Commissioner.

The date upon which the Agreement was executed by the Commissioner or his designee is the effective date of the Agreement.

The Minnesota Department of Transportation and Northstar Materials, Inc. doing business as Knife River Materials; (collectively referred to as the Regulated Party) is reminded that the \$235,170 civil penalty is due, postmarked on or before September 17, 2012. Payment should be made by a certified check, made payable to the "Minnesota Pollution Control Agency" and sent to the attention of: Fiscal Services – 6<sup>th</sup> Floor, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194.

As indicated in the Agreement, all communications between the Regulated Party and the MPCA concerning the terms and conditions of the Agreement shall be directed to the MPCA Case Contact, James Dexter, at 218-302-6632.

Thank you for your cooperation in this matter.

JD:rrs

Enclosures

cc: Jeremy Hadrava, MnDOT District 2  
Nancy Quattlebaum Burke, Gray Plant Mooty  
Leah Hedman, Attorney General's Office  
Patrick Whiting, Attorney General's Office  
Betsy Parker, Attorney General's Office  
Dan Card, MPCA  
Lisa Woog, MPCA  
Enforcement Data Coordinator –Database Tracking Nos. 12814 (Owner) and 12815 (Operator)  
Anne Moore, MPCA PIO  
MNDOT/Knife River Materials, Inc. File

STATE OF MINNESOTA  
MINNESOTA POLLUTION CONTROL AGENCY

IN THE MATTER OF: Minnesota Department of Transportation  
Northstar Materials, Inc.  
dba Knife River Materials

STIPULATION AGREEMENT

**Part 1. PARTIES.** This Stipulation Agreement (“Agreement”) applies to and is binding upon the following parties:

- a. Minnesota Department of Transportation (“Mn/DOT”);
- b. Northstar Materials, Inc. doing business as Knife River Materials (“Northstar”); and
- c. The Minnesota Pollution Control Agency (“MPCA”), which is authorized to enter into this Agreement under Minn. Stat. chs. 115 and 116.

Unless specified otherwise in this Agreement, where this Agreement identifies actions to be taken by the MPCA, the Commissioner or the Commissioner’s designees shall act on the MPCA’s behalf. If there is more than one Regulated Party, the term “Regulated Party” applies to both Regulated Parties, unless the Agreement refers specifically to one Regulated Party by name.

**Part 2. PURPOSE AND SCOPE OF STIPULATION AGREEMENT.** The purpose of this Agreement is to resolve the alleged violations set out in Part 4 of this Agreement by specifying actions the Regulated Party agrees to undertake. By entering into this Agreement, the Regulated Party is settling a disputed matter between itself and the MPCA and does not admit that the alleged violations set out in Part 4 of this Agreement occurred. However, the Regulated Party agrees that the MPCA may rely upon the alleged violations set out in Part 4 solely as provided in Part 9 of this Agreement. Except for the sole purposes of implementing and enforcing this Agreement, nothing in this Agreement constitutes an admission by any Party, or creates rights, substantive or procedural, that can be asserted or enforced with respect to any claim of or legal action brought by a person who is not a party to this Agreement. All citations are to the latest codification of the cited material unless otherwise indicated.

**Part 3. BACKGROUND.** The following is the background of this Agreement:

- a. Mn/DOT is an agency of the State of Minnesota responsible for operation and maintenance of the public transportation infrastructure owned by the State of Minnesota. Mn/DOT is the owner of the Trunk Highway #11 project (“Site”) located in northern Koochiching County, Minnesota.
- b. Northstar Materials, Inc. is a Minnesota corporation whose principal place of business is located at 4101 Bemidji Avenue North, Bemidji, Minnesota. Northstar is a construction contractor that is involved primarily in aggregate production, delivery and placement. Northstar is one of a number of

companies that do business as Knife River Materials. Northstar is the general contractor on the Trunk Highway #11 project.

c. The total length of the Site is 18.469 miles. The alignment of the Site runs parallel to and generally within one mile of the Rainy River, which is ultimately the receiving water for the water bodies at the Site. No impaired or sensitive waters as defined by the MPCA's National Pollutant Discharge Elimination System/State Disposal System ("NPDES/SDS") Stormwater General Permit for Construction Activity # C00030143 ("Permit") are within the Site. Three named streams flow through the Site and approximately 70 unnamed drainages flow through the Site. The terrain within the Site is generally level with some gently rolling portions throughout. Creek crossings are commonly situated in incised valleys and, locally, fairly steep slopes are found at the creek crossings. Native soils within the Site are loamy to clayey. Land use in the vicinity of the Site is rural, consisting mainly of aspen/fir forest and agricultural fields. Wetlands are common along the Site.

d. In early 2010, Mn/DOT advertised bids for State Project ("S.P.") number 3604-69 for reconstruction of Trunk Highway # 11. The work for the project included shoulder widening, realignment, culvert and bridge installation, grading, base and bituminous surfacing and associated work along the portion of Trunk Highway #11 from approximately Frontier to Indus, Minnesota.

e. Coverage for the Regulated Party's construction activities under National Pollutant Discharge Elimination System/State Disposal System ("NPDES/SDS") Stormwater General Permit for Construction Activity # C00030143 ("Permit") started on June 17, 2010. Construction started on or about June 21, 2010.

f. On September 1, 2010, the MPCA received a complaint regarding alleged noncompliance with the NPDES/SDS Permit by the Regulated Party at the Site.

g. On October 7-8, 2010, the MPCA performed Site inspection #1.

h. On October 13, 2010, the MPCA performed an aerial flyover of the Site.

i. On October 20, 2010, the Regulated Party received copies of the inspection report from the October 7-8, 2010 inspection.

j. An Alleged Violations Letter ("AVL") dated November 10, 2010, was sent to the Regulated Party. The MPCA alleged the Regulated Party had committed nine violations including: 1) discharges to surface waters causing nuisance conditions; 2) a deficient Stormwater Pollution Prevention Plan ("SWPPP"); 3) failure to implement the SWPPP; 4) failure to phase the project; 5) failure to stabilize disturbed soils within 14 days; 6) failure to stabilize the normal wetted perimeter of ditches draining the Site; 7) failure to stabilize pipe outlets within 24 hours of connection to surface waters; 8) failure to

install perimeter sediment control Best Management Practices (“BMPs”) prior to conducting land disturbing activities; and 9) failure to provide inlet protection at storm drain inlets.

k. On November 19, 2010, Mn/DOT responded in writing to the AVL.

l. On November 22, 2010, Northstar responded in writing to the AVL.

m. On November 18-19, 2010, the MPCA performed Site inspection #2.

n. During December 2010 and January 2011, several communications regarding the status of the Site occurred between the MPCA and the Regulated Party.

o. On February 9, 2011, Northstar submitted to the MPCA a NPDES/SDS Permit Non-Compliance Resolution Action Plan.

p. On February 25, 2011, the MPCA sent a letter to the Regulated Party regarding the Non-Compliance Resolution Action Plan.

q. On March 3, 2011, the MPCA received a letter from Mn/DOT regarding the Non-Compliance Resolution Action Plan.

r. On March 7, 2011, the MPCA received a letter dated March 4, 2011, from Northstar regarding the Non-Compliance Resolution Action Plan.

s. On or about March 14, 2011, Northstar mobilized to the Site and, during the following week, installed inlet protection and energy dissipation at numerous culvert outlets. Approximately 20 inches of snow remained on the Site. Northstar also arranged for a consultant (Bonestroo, Inc.) to assist with NPDES/SDS Permit compliance at the Site and with additional training of Northstar’s employees.

t. On March 23, 2011, the MPCA received a revised SWPPP from Northstar with a Corrective Action Plan Design prepared by Bonestroo.

u. On April 25, 2011, the MPCA performed Site Inspection #3.

v. On April 27, 2011, the MPCA issued an inspection report to the Regulated Party. The MPCA alleged it observed the following conditions during this inspection: 1) portions of approximately 20-30 ditch bottoms throughout the Site were not stabilized as required, runoff had eroded and downcut many of these ditches, and runoff was not contained within some of the previously riprap lined ditches; 2) approximately 150 linear feet of perimeter control was absent downgradient of disturbed soils adjacent to Burton Creek, and approximately 600 linear feet of perimeter control was missing downgradient of disturbed soils adjacent to wetlands on the south side of TH11 approximately one mile West of Burton Creek; 3) silt fence maintenance was needed at a few locations adjacent to centerline culverts; and 4) sediment deltas remained in the unnamed creeks at Stations 1224+50, 1231+30, 1251+50 and Bear River.

w. On May 6, 2011, the MPCA received a report from Bonestroo on behalf of Northstar documenting the corrective actions taken in response to MPCA's inspection report.

x. On May 10, 2011, the MPCA met with representatives of the Regulated Party to discuss this matter.

y. On June 24, 2011, the MPCA performed Site Inspection #4.

z. On June 27, 2011, the MPCA issued an inspection report to the Regulated Party. The MPCA alleges it observed recoverable sediment deltas at the Bear River plunge pool and at Stations 1240+00 and 1224+50.

aa. On August 7, 2011, the MPCA received notification and documentation from Bonestroo that all of the sediment had been removed from the last five locations where sediment removal was alleged to be required.

bb. On August 11, 2011, the MPCA performed Site Inspection #5.

cc. On August 15, 2011, the MPCA issued an inspection report to the Regulated Party indicating that all corrective actions identified during the June 24, 2011, inspection had been completed. However, the MPCA alleged new corrective actions were required during this inspection. MPCA alleged that the inslope near Station 1224+50 needed repair and an area near Station 1231+50 needed repair. MPCA also alleged that the ditch bottom at Station 1251+50 had developed a head cut and needed to be repaired. Finally, MPCA alleged that the perimeter silt fence needed to be maintained at several creek crossings.

dd. Between September 12 and 14, 2011, the Regulated Party performed all of the corrective actions identified in the August 11, 2011, inspection report.

ee. On November 2, 2011, The MPCA received a Notice of Termination from the Regulated Party for the permit.

ff. On November 3, 2011, NPDES/SDS permit coverage for the Site was terminated.

**Part 4. ALLEGED VIOLATIONS.** The MPCA alleges that the Regulated Party has violated the following requirements of statute, rule, and/or permit condition:

**1. Minn. R. 7050.0210 General Standards for Waters of the State.**

Subp. 2. **Nuisance conditions.** No sewage, industrial waste, or other wastes shall be discharged from either point or nonpoint sources into any waters of the state so as to cause any nuisance conditions, such as the presence of significant amounts of floating solids, scum, visible oil film, excessive suspended solids, material discoloration, obnoxious odors, gas ebullition, deleterious sludge deposits, undesirable slimes or fungus growths, aquatic habitat degradation, excessive growths of aquatic plants, or other offensive or harmful effects.

On October 7 and 8, 2010, the MPCA inspected the S.P. 3604-69 Trunk Highway 11 reconstruction project ("Site") and observed and documented the presence of sediment from the Regulated Party's construction activity in surface waters intersected by the Site, including:

Location:

- Sta. 1224+50 unnamed creek (GPS #43)
- Sta. 1231+30 unnamed creek (GPS #44)
- Sta. 1251+50 unnamed creek (GPS #47)
- Sta. 1301+00 Bear River (GPS #52)
- Sta. 1721+00 Burton Creek (GPS #73)

The Regulated Party caused nuisance conditions to waters of the state including aquatic habitat degradation and other offensive or harmful effects by discharging sediment to waters of the state.

2. violation removed after first negotiation (violation number retained for clarity)
3. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. A., Construction Activity Requirements, Stormwater Pollution Prevention Plan.**

The **Permittee(s)** must implement the **SWPPP** and the requirements of this part. The **BMPs** identified in the **SWPPP** and in this permit must be selected, installed, and maintained in an appropriate and functional manner that is in accordance with relevant manufacturer specifications and accepted engineering practices.

On October 7 and 8, 2010, the MPCA inspected the Site and observed and documented that the Regulated Party had failed to implement the following BMPs identified in the SWPPP:

- Install ditch checks as specified in the SWPPP plan sheets along the entire Site corridor – more than 100 locations.
- Install perimeter sediment control BMPs – 5,100 linear feet plus an additional 1,000 linear feet -- where disturbed slopes drain to surface waters at multiple creek crossings.
- Stabilize normal wetted perimeter – approximately 100 locations.
- Install energy dissipation measures at culverts – approximately 50 locations.

4. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. B. 1., Construction Activity Requirements, Erosion Prevention Practices, provides in relevant part:**

The **Permittee(s)** must plan for and implement appropriate construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices that minimize erosion, so that the inspection and maintenance requirements of Part IV.E. are complied with. The location of areas not to be disturbed must be delineated (e.g. with flags, stakes, signs, silt fence etc.) on the development site before work begins.

On October 7 and 8, 2010, the MPCA inspected the Site and observed disturbed soils along the entire 18.5-mile length of the Site. No project phasing had occurred and there were long portions of the Site where no construction activity was occurring, or had recently occurred. The Regulated Party failed to

plan for and implement construction phasing throughout the Site. The Regulated Party's failure to phase the project contributed to the discharge of sediment to waters of the state.

5. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001)**  
**Part IV. B. 3., Construction Activity Requirements, Erosion Prevention Practices,** provides in relevant part:

The **normal wetted perimeter** of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be **stabilized** within 200 lineal feet from the property edge, or from the point of discharge into any **surface water**. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a **surface water**. Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a **surface water** and construction in that portion of the ditch has temporarily or permanently ceased.

On October 7 and 8, 2010, the MPCA inspected the Site and observed and documented that the normal wetted perimeter of approximately 100 ditches were not stabilized within 200 lineal feet from the point of discharge into a surface water. No work was being done in these areas, nor was there evidence that any work had been done in these areas within the previous 24 hours. The Regulated Party failed to stabilize the normal wetted perimeter of approximately 100 ditches draining water from disturbed portions of the Site within 24 hours of connection to the surface water.

6. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001)**  
**Part IV. B. 4., Construction Activity Requirements, Erosion Prevention Practices,** provides in relevant part:

Pipe outlets must be provided with temporary or permanent **energy dissipation** within 24 hours after connection to a **surface water**.

On October 7 and 8, 2010, the MPCA inspected the Site and observed that pipe outlets at approximately 50 locations were connected to a surface water but that temporary or permanent energy dissipation was not present. No work was being done in these areas, nor was there evidence that any work had been done in these areas within the previous 24 hours. The Regulated Party failed to provide temporary or permanent energy dissipation on pipe outlets at approximately 50 locations within 24 hours of connection to a surface water.

7. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001)**  
**Part IV. C. 2., Construction Activity Requirements, Sediment Control Practices,** provides in relevant part:

**Sediment control** practices must be established on all down gradient perimeters before any upgradient land disturbing activities begin. These practices shall remain in place until **Final Stabilization** has been established in accordance with Part IV.G.

On October 7 and 8, 2010, the MPCA inspected the Site and observed and documented that upgradient land disturbing activities had begun and sediment control practices were absent at the following

downgradient perimeter locations on the Site: 5,100 linear feet where disturbed slopes with positive slope drained to wetlands at scattered locations along the Site, generally east of the City of Birchdale. In addition, an additional 1,000 lineal feet of perimeter sediment control practices were missing where disturbed slopes drain to surface waters at multiple creek crossings.

8. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001)**  
**Part IV. C. 4., Construction Activity Requirements, Sediment Control Practices,** provides in relevant part:

All storm drain inlets must be protected by appropriate **BMPs** during construction until all sources with potential for discharging to the inlet have been **stabilized**. . . .

On October 7 and 8, 2010, the MPCA inspected the Site and observed and documented storm drain inlets with no inlet protection downgradient of unstabilized soils at the following locations on the Site: approximately 100 culverts downgradient of disturbed soils along the entire project corridor.

9. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001)**  
**Part IV. 4. c., Construction Activity Requirements, Inspections and Maintenance.**

**Surface waters**, including drainage ditches and conveyance systems, must be inspected for evidence of erosion and sediment deposition. The **Permittee** must remove all deltas and sediment deposited in **surface waters**, including drainage ways, catch basins, and other drainage systems, and restabilize the areas where sediment removal results in exposed soil. The removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints. The **Permittee** shall use all reasonable efforts to obtain access. If precluded, removal and stabilization must take place within seven (7) calendar days of obtaining access. The **Permittee** is responsible for contacting all local, regional, state and federal authorities and receiving any applicable permits, prior to conducting any work.

On October 7 and 8, 2010, the MPCA inspected the Site and observed and documented the presence of sediment that had been deposited in Bear River as a result of the Regulated Party's construction activities. On October 22, 2010, the MPCA notified the Regulated Party of the discharge and deposition of sediment in an inspection report from the October 7 and 8, 2010, inspection. On November 18, 2010, the MPCA re-inspected the Site and observed and documented that the sediment deposited in Bear River had not been removed. The Regulated Party failed to remove the sediment deposited in Bear River within seven calendar days in spite of notice from the MPCA identifying the non-compliant condition.

**Part 5. CIVIL PENALTY.**

The Regulated Party agrees to pay a total penalty of Two Hundred Thirty Five Thousand One Hundred Seventy Dollars (\$235,170) to the MPCA as a civil penalty for the violations alleged in Part 4 within 30 days after the effective date of this Agreement. Payment of the penalty amount of Two Hundred Thirty Five Thousand One Hundred Seventy Dollars (\$235,170) is to be by check or money order payable to the Minnesota Pollution Control Agency.

The check must be mailed to: Enforcement Penalty Coordinator, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194; or to make an Electronic Payment, contact Carl Agerbeck, MPCA Fiscal Services, at 651-757-2182.

If the Regulated Party fails to make the required payment within 45 days after the Effective Date of this Agreement, the Regulated Party agrees to pay a late payment charge in an amount equal to 10 percent of the unpaid civil penalty. Sixty days after the Effective Date of this Agreement, the Regulated Party agrees to pay an additional late charge in an amount equal to 20 percent of the unpaid civil penalty. If the payment, including late charges, is not received by the MPCA within 60 days after the Effective Date of this Agreement, the MPCA may immediately exercise any and all administrative and judicial remedies available to it to collect the amount due. The Regulated Party agrees to pay and shall also be indebted to the MPCA for its attorneys' fees and cost incurred by the MPCA in connection with its collection of the amounts owed pursuant to this Agreement.

**Part 6. REGULATED PARTY REQUIREMENTS.** The Regulated Party agrees to the following requirements:

a. On or before August 1, 2011, the Regulated Party shall document to the MPCA that it has removed all sediment allegedly discharged from the Site to all surface waters and cleaned all culverts of accumulated sediment (except those culverts where the MPCA and the United States Army Corps of Engineers approved the installation of bonded fiber matrix on the rip rap).

**. . . THIS REQUIREMENT HAS BEEN COMPLETED.**

b. Within ten days of the Effective Date of this Agreement, the Regulated Party shall document to the MPCA that it has installed inlet protection at all culvert inlets at the Site.

**. . . THIS REQUIREMENT HAS BEEN COMPLETED.**

**Part 6A. REGULATED PARTY STATEMENT.** The Regulated Party has provided the following statement and MPCA takes no position on this statement. The Regulated Party denies the allegations of violations in Part 4 above, but to amicably resolve the controversy of these alleged violations, agrees to initiate and complete the requirements of this Agreement.

**Part 7. PENALTIES FOR VIOLATIONS OF THIS AGREEMENT.**

a. If the Regulated Party fails to comply with requirements of Part 6 of this Agreement, the Regulated Party shall pay to the MPCA a penalty in the amount of \$500.00 per requirement for each day of failure.

b. Penalties for failure to comply with requirements of Part 6 of this Agreement shall accrue from the date the Regulated Party was to have fulfilled the requirement until the Regulated Party fulfills the requirement. Penalties shall not accrue while the MPCA considers a timely extension request under

Part 12 or during dispute resolution under Part 10, unless the MPCA determines that the Regulated Party filed the request or initiated dispute resolution solely for purposes of delay. If the Regulated Party does not pursue dispute resolution under Part 12 for denial of a timely extension request, penalties shall accrue from the date the extension request is denied by the MPCA Case Contact. If the Regulated Party pursues dispute resolution for denial of an extension request and does not file a timely challenge in a court of competent jurisdiction as provided by Part 10, penalties shall accrue from the date of a Commissioner's dispute resolution decision against the Regulated Party until the Regulated Party fulfills the requirement that is the subject of the extension request.

c. The Regulated Party shall pay a penalty under this Part within 30 days after receiving written notice from the MPCA that the penalty is due, unless the Regulated Party has challenged the factual basis of a penalty asserted under this Part under the dispute resolution provision of Part 10, in which case the penalty, if still applicable, shall be due with 30 days of final resolution of the dispute under Part 10. The written notice shall specify the provision of the Agreement that the Regulated Party has not fulfilled and indicate the date penalties began to accrue. If the Regulated Party fails to make timely payment, the Regulated Party agrees to pay a late payment charge, in addition to the stipulated penalty, to be assessed as follows:

Forty-five days after receipt of written notice, the Regulated Party shall be obligated to pay a late charge in an amount equal to 10 percent of the unpaid stipulated penalty. Sixty days after receipt of written notice, the Regulated Party shall be obligated to pay an additional late charge in an amount equal to 20 percent of the unpaid stipulated penalty.

d. In dispute resolution before the Commissioner under Part 10, the Regulated Party can contest the factual basis for the MPCA's determination that the Regulated Party has not fulfilled a requirement of this Agreement covered by this Part. However, the Regulated Party waives its right to challenge, on legal grounds, the requirement that it pay penalties under this Part.

e. The Regulated Party shall not be liable for payment of penalties for failure to comply with requirements of Part 6 of this Agreement covered by this Part if it has submitted to the MPCA a timely request for an extension of schedule under Part 12 and the MPCA has granted the request. The MPCA's grant of an extension of schedule waives the payment of penalties covered by this Part only with respect to the requirement(s) for which the MPCA granted an extension of schedule and only for the time period specified by the MPCA in the grant of an extension. An extension of schedule for one requirement of Part 6 does not extend the schedule for any other requirement of Part 6.

f. Any requirement of this Agreement may be enforced as provided in Minn. Stat. § 115.071. Payment of a stipulated penalty does not relieve the Regulated Party of its obligation to fulfill and

complete requirements under the Agreement and to otherwise comply with the terms and conditions of the Agreement.

**Part 8. COVENANT NOT TO SUE AND RESERVATION OF REMEDIES.** With respect to the Regulated Party, the MPCA agrees not to exercise any administrative, legal or equitable remedies available to the MPCA to address the violations alleged and described in Part 4 as long as the Regulated Party performs according to and has complied with the terms and conditions contained in this Agreement.

The MPCA reserves the right to enforce this Agreement or take any action authorized by law, if the Regulated Party fails to comply with the terms and conditions of this Agreement. Further, the MPCA reserves the right to seek to enjoin violations of this Agreement and to exercise its emergency powers pursuant to Minn. Stat. § 116.11 in the event conditions or the Regulated Party's conduct warrant such action. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights. The MPCA reserves the right to pursue recovery for Natural Resources Damages pursuant to Minn. Stat. § 115.071, Minn. Stat. § 115B.08, or other laws. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights.

The Regulated Party agrees to waive all claims it may now have, as of the effective date of this Agreement, under Minn. Stat. § 15.472, for fees and expenses arising out of matters leading up to and addressed in this Agreement.

**Part 9. REPEAT VIOLATIONS.** Federal and state environmental programs establish harsher penalties for violations of environmental laws or rules that constitute repeat violations. In a proceeding to resolve alleged violations by the Regulated Party, if any, occurring after the date of the alleged violations set out in Part 4 of this Agreement, the Regulated Party may argue about the extent to which the violations alleged in Part 4 of this Agreement should affect the penalty amount for the later violations, but waives the right: (1) to contend that the violations alleged in Part 4 of this Agreement did not occur as alleged; and (2) to require the MPCA to prove the violations alleged in Part 4 of this Agreement.

**Part 10. RESOLUTION OF DISPUTES.** The parties to this Agreement shall resolve disputes that arise as to any part of the Agreement as follows:

a. Any party, acting through its Case Contact (as named in Part 13 below), may initiate dispute resolution by providing to the Case Contact of the other parties an initial written statement setting forth the matter in dispute, the position of the party, and the information the party is relying upon to support its position.

The other parties, acting through their Case Contacts, shall provide a written statement of their positions and supporting information to the Case Contact of the initiating party within 14 calendar days after receipt of the initial written statement.

b. If the parties, acting through their Case Contacts, do not reach a resolution of the dispute and reduce such resolution to writing in a form agreed upon by the parties within 21 calendar days after the initiating party receives the statement of position from the responding parties, the Commissioner shall issue a written decision resolving the dispute. The written decision may address stipulated penalties assessed pursuant to Part 7. The Commissioner's decision shall be considered a final decision of the MPCA for purposes of judicial review.

c. The Commissioner's decision shall become an integral and enforceable part of this Agreement unless the Regulated Party timely challenges the decision in a court of competent jurisdiction. Failure to timely challenge means the Regulated Party agrees to comply with the MPCA Commissioner's decision on the matter in dispute and to pay any penalties that accrue pursuant to Part 7 for failure to fulfill requirements of this Agreement that are the subject of the dispute resolution. Further, if the Commissioner's decision assesses penalties pursuant to Part 7 of this Agreement, the Regulated Party agrees to and shall pay the amount of penalty determined by the Commissioner within 60 days after receiving the Commissioner's decision.

d. Throughout any dispute resolution, the Regulated Party shall comply with all portions of the Agreement that the MPCA reasonably determines are not in dispute.

**Part 11. VENUE.** Actions brought by the MPCA to enforce requirements and terms of this Agreement shall be venued in Ramsey County District Court.

**Part 12. EXTENSION OF SCHEDULES.** If the Regulated Party wants an extension of a deadline included in any schedule under this Agreement, including schedules established by approved submittals, the Regulated Party must request the extension in writing at least ten days before the scheduled deadline, or as soon as possible before that date if the reason for the extension request arises less than ten days before the deadline.

Each deadline extension request shall separately specify the reason why the extension is needed. No requested extension shall be effective until approved in writing by the MPCA, acting through the MPCA Case Contact or the Commissioner.

The MPCA shall grant an extension only for the period of time the MPCA determines is reasonable under the circumstances. The written approval or grant of an extension request shall be considered an enforceable part of the Agreement.

The Regulated Party has the burden of demonstrating to the satisfaction of the MPCA that the request for the extension is timely, and that good cause exists for granting the extension. Good cause can include, but is not limited to, the following:

- a. Circumstances beyond the reasonable control of the Regulated Party; and
- b. Delays caused by the MPCA in reviewing timely submittals required by this Agreement, submitted by the Regulated Party in complete and approvable form, which make it not feasible for the Regulated Party to meet the required schedules.

Good cause does not include unanticipated costs, increases in the cost of control equipment, or delays in MPCA review of submittals when the submittals are not in complete and approvable form.

The Regulated Party may challenge a decision by the MPCA to deny a request for an extension under Part 12.

**Part 13. CASE CONTACT.** The MPCA and the Regulated Party shall each designate a Case Contact for the purpose of overseeing the implementation of this Agreement. The MPCA Case Contact is James Dexter. The address and telephone number of the MPCA's Case Contact is: 525 Lake Avenue South, Suite 400, Duluth, MN, 55802 and telephone number of 218-302-6632. Mn/DOT's Case Contact is Jeremy Hadrava. The address and telephone number of the Mn/DOT's Case Contact is: Mn/DOT District 2, 3920 Highway 2 West, Bemidji, MN, 56601, and telephone number of 218-755-6579. Northstar's Case Contact is Doug Muyres. The address and telephone number of the Regulated Party's Case Contact is: P.O. Box 40, 4101 Bemidji Avenue North, Bemidji, MN, 56601 and telephone number of 218-751-5413. Any party may change its designated Case Contact by notifying the other parties in writing, within five days of the change. To the extent possible, communications between the Regulated Party and the MPCA concerning the terms and conditions of this Agreement shall be directed through the Case Contacts.

**Part 14. APPLICABLE LAWS AND PERMITS.** This Agreement does not relieve the Regulated Party of the duty to comply with the requirements of all applicable federal, state and local laws and regulations, including without limitation in the Regulated Party's undertaking actions to comply with this Agreement. Except when the MPCA has specifically authorized a different compliance method in Part 6, the Regulated Party must also comply with all applicable permits, orders, stipulation agreements and schedules of compliance. Nothing in this Agreement exempts or relieves the Regulated Party of its obligation to comply with local governmental requirements.

**Part 15. OTHER CLAIMS.** Nothing herein shall release the Regulated Party from any claims, causes of action or demands in law or equity by any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating to the release of any pollutant or contaminant from its operations or from a facility. Neither the Regulated Party nor the MPCA shall be

held as a party to any contract entered into by the other party to implement the requirements of this Agreement.

**Part 16. HOLD HARMLESS AGREEMENT--NORTHSTAR.** As between Northstar and the MPCA, Northstar agrees to indemnify, save and hold the MPCA, the MPCA's agents, and the MPCA's employees harmless from any and all claims or causes of action arising from or on account of any acts or omissions by Northstar, or those of Northstar's officers, employees, agents, or contractors in implementing the activities conducted pursuant to this Agreement; provided, however, that Northstar shall not indemnify the MPCA or save or hold the MPCA's employees and agents harmless from any claims or causes of action arising out of the acts or omissions of the MPCA, or the MPCA's employees and agents.

When Northstar is required to hold the MPCA harmless, the MPCA shall give Northstar notice of any claim or cause of action subject to this Part and Northstar has the right to participate in the defense against any claim or cause of action. No settlement shall be effective against Northstar unless it agrees to the settlement. Nothing herein waives or modifies the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.732, *et seq.*, and other applicable law.

**Part 16a. LIABILITIES – Mn/DOT.** As between Mn/DOT and the MPCA, each party agrees that it 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 the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.732, *et seq.*, and other applicable law.

**Part 17. SUCCESSORS, AGENTS AND CONTRACTORS.** This Agreement shall be binding upon the Regulated Party and its successors and assigns and upon the MPCA, its successors and assigns. If Mn/DOT sells or otherwise conveys or assigns any of its right, title, or interest in the Site, the conveyance shall not release Mn/DOT from any obligation imposed by this Agreement, unless the party to whom the right, title or interest has been transferred or assigned agrees in writing to fulfill the obligations of this Agreement and the MPCA approves the transfer or assignment. Mn/DOT shall ensure that its agents and contractors comply with the terms and conditions of this Agreement.

**Part 18. AMENDMENTS.** Except with respect to extensions of schedules granted under Part 12 and approved submittals under Part 6, this Agreement may be amended only by written agreement between the parties.

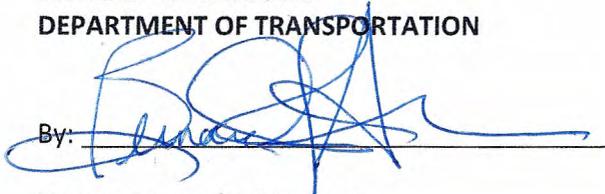
**Part 19. EFFECTIVE DATE.** This Agreement shall be effective on the date it is signed by the MPCA.

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**Part 20. TERMINATION.** The provisions of this Agreement shall be deemed satisfied and terminated when the Regulated Party receives written notice from the MPCA that the Regulated Party has demonstrated, to the reasonable satisfaction of the MPCA, that all terms of the Agreement have been completed. Termination of this Agreement does not release the Regulated Party from any duty to comply with any statutes, rules or permit conditions, whether or not they are cited in this Agreement. The Regulated Party agrees that it shall retain all records related to this Agreement for three years following its termination. Termination of this Agreement does not release the Parties from any provisions intended to have future application, including without limitation Parts 8 (Covenant Not To Sue And Reservation Of Remedies), 9 (Repeat Violations), 16 (Hold Harmless Agreement-- Northstar), and 16a (Liabilities--Mn/DOT) which terms shall survive the termination of this Agreement.

**BY THEIR SIGNATURES BELOW, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT**

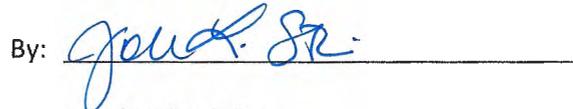
**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

By:   
Name: Bernard J. Arseneau

Title: Deputy Commissioner of Transportation

Date: 7-24-12

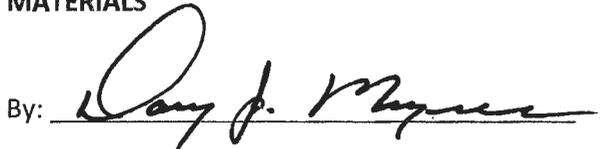
**STATE OF MINNESOTA  
POLLUTION CONTROL AGENCY**

By:   
Name: John Linc Stine

Title: Commissioner

Date: 8/16/12

**NORTHSTAR MATERIALS, INC. d/b/a KNIFE RIVER  
MATERIALS**

By:   
Name: Doug J. Muyres

Title: President

Date: 7/31/12

# INTER-AGENCY AGREEMENT BETWEEN

MINNESOTA DEPARTMENT OF TRANSPORTATION AND MINNESOTA DEPARTMENT OF PUBLIC SAFETY

WHEREAS: The Minnesota Department of Transportation (MnDOT) desires extraordinary enforcement and traffic control by off-duty State Patrol officers at construction and maintenance work zones where routine Patrol is not deemed adequate for protection of the traveling public and construction personnel; and;

WHEREAS: The Minnesota Department of Public Safety (DPS) has agreed to provide State Patrol officers to provide extraordinary enforcement as required by MnDOT in accordance with the following terms and conditions.

NOW, THEREFORE IT IS HEREBY MUTUALLY AGREED AND UNDERSTOOD THAT:

1. DPS agrees to provide off-duty State patrol officers for extraordinary enforcement and traffic control as required in accordance with the attachment labeled "Policy and Procedures for the Use of Extraordinary Enforcement Efforts in Construction Work Zones".
2. MnDOT agrees to reimburse DPS for State Patrol services on the following basis:
  - A. The actual rate of wage paid for every hour the State Patrol Officer and Commercial Vehicle Inspector is engaged in extraordinary enforcement at the overtime rate of 1.5 per hour.
  - B. Retirement benefit overhead will be paid, at the prevailing rate, applied to all hours paid in accordance with paragraph 2-A above.
  - C. DPS indirect costs shall be paid, at the prevailing rate, applied to 2-A and 2-B above.
  - D. Travel to the construction/maintenance work zone, patrol mileage and return to base will be paid at the established rate for that class of vehicle.
  - E. Subsistence and lodging will be paid in accordance with copies of expense vouchers submitted with invoices, with costs not to exceed those specified in the current union bargaining agreement.
3. DPS agrees to provide MnDOT with bi-weekly invoices documenting hours worked, mileage, retirement and indirect costs, and subsistence/lodging costs.

# INTER-AGENCY AGREEMENT BETWEEN

MINNESOTA DEPARTMENT OF TRANSPORTATION AND MINNESOTA DEPARTMENT OF PUBLIC SAFETY

4. All invoices shall require a reference to the individual construction or maintenance State Project Number **and** Contract Number before being processed. The contract Number will be provided to the District Patrol Captain and patrol Officer by the Construction Assistant District Engineer or Area Maintenance Engineer coordinating the Patrol services.
5. All costs detailed in number 2 above incurred by DPS for the State Patrol officer in performing extraordinary enforcement under the terms of this Agreement shall be paid by MnDOT within thirty (30) days upon receiving invoice for reimbursement of mileage, indirect costs, travel expenses, salaries and fringe benefits. Payment must be preceded by encumbrance of funds for such purpose as required by law. Invoices and payments will be handled via the "Bi-Lateral Netting" process in SWIFT.

In the event that funding for extraordinary enforcement is transferred to MnDOT district offices, invoices for salary and fringe benefits shall be submitted to the appropriate district office for payment.

6. Performance pursuant to this Agreement shall commence on the date last signed by the parties below and shall be effective for a period of five years, or until terminated by either party upon ninety (90) days written notice presented to the designated representatives or their successor.
7. For the purposes of administering this Agreement, the parties designated as representatives are:

For MnDOT:

Thomas D. Ravn  
State Construction Engineer  
Minnesota Department of Transportation

For DPS

Chief of State Patrol  
Minnesota Department of Public Safety

# INTER-AGENCY AGREEMENT BETWEEN

MINNESOTA DEPARTMENT OF TRANSPORTATION AND MINNESOTA DEPARTMENT OF PUBLIC SAFETY

IN WITNESS WHEREOF, the parties have executed this agreement by their appropriate officers.

Ann Idor 5/29/13  
Authorized Signature - Division Director  
DEPARTMENT OF TRANSPORTATION

Case

\_\_\_\_\_  
Authorized Signature  
DEPARTMENT OF PUBLIC SAFETY

[Signature] 7-17-13  
MnDOT Encumbrance Verification  
SWIFT PO Number 13415  
SWIFT Contract ID 65381 7-10-13

[Signature] 7-10-2013  
Approved as to form  
DEPARTMENT OF TRANSPORTATION – Contract Management

# **POLICY AND PROCEDURES FOR THE USE OF EXTRAORDINARY ENFORCEMENT EFFORTS IN CONSTRUCTION WORK ZONES**

## **POLICY**

It is the policy of the Minnesota Department of Transportation (MnDOT) and the Federal Highway Administration (FHWA) to employ extraordinary traffic enforcement and surveillance efforts in construction work zones, when those efforts can reasonably be expected to increase the safety of the traveling public or of construction personnel. When such extraordinary efforts are utilized, the incremental costs experienced by the providing policy agency, typically the State Patrol, should be borne equally by the project sponsors. The need for such efforts should, if possible, be identified early in the project development process, so that the efforts of the concerned agencies can best be coordinated.

It is the intention of MnDOT to employ the State Patrol on all federally funded construction projects requiring extraordinary enforcement. Charges to the construction project will be expected for the enforcement effort only when some additional costs are incurred by the State patrol, this is the costs associated with overtime in this category. It is only in those cases that an agreement would be required.

The use of the State Patrol is considered cost effective because no other practical alternative exists.

## **DEFINITIONS**

The situations in which a need for extraordinary traffic enforcement might be required can be categorized into three classes:

1. **EXTENDED INVOLVEMENT:** This category is divided into two parts:
  - a. **LONG-TERM PREDICTABLE** includes all those cases in which a project is being built under traffic on a very high volume, high speed route. Enforcement efforts in this class would typically be focused on reducing the traveling speed through the project zone. The need for such efforts should be identified in the design phase of the project and provisions for the costs and approvals should be included in the PS&E documents.
  - b. **LONG-TERM UNPREDICTABLE** includes unanticipated circumstances that develop through the course of construction that result in the need for more enforcement efforts. Vandalism of project signing and safety devices is a typical cause of such an unexpected need.
2. **MODERATE-TERM** includes all those instances that might require some effort of up to one day. These situations should be reasonably predictable and should be discussed with the State Patrol at the time of the pre-construction conference. These would typically not require additional staff assigned to the area by the State Patrol.
3. **MINOR** includes those classes that might require some involvement of less than one day. These would typically be handled without any additional staff assigned to the area by the State Patrol.

PROCEDURES

The appropriate procedure shall be used when it is determine that extraordinary traffic enforcement efforts are needed.

LONG-TERM PREDICTABLE PROCEDURE

This procedure shall be used for projects where the extraordinary enforcement needs are expected so projects may receive prior FHWA approval.

Responsible Organization

Required Action

District Design/C.O. Design

1. Evaluate projects that might require enforcement efforts.

2. Include the provision of enforcement services in the design study report.

C.O. Design

3. Review, modify and/or approve the design study report.

District Design

4. After such effort is approved in a design study report, then contact the local State Patrol District Captain to describe the expected need and ask assistance in the defining of an enforcement plan and in estimating the cost of the plan.

State Patrol.

5. Assist in the development of the district enforcement plan and provide an estimate of the cost.

District Design/C.O. Design

6. Include the provision of enforcement services into the PS&E documents, including all needed federal programming and authorizing documents.

District Construction

7. Coordinate provisions of services and modify as needed. Submit report of patrol hours and costs to State Construction Engineer.

State Patrol District

8. Provide enforcement services.

State Patrol Headquarters

9. Invoice MnDOT Construction Office referencing the Contract Number and State Project Number.

## LONG-TERM UNPREDICTABLE PROCEDURE

This procedure shall be used in case of unexpected needs or on projects that have not had prior FHWA approval.

Responsible Organization	Required Action
District Construction	1. Determine the need for enforcement effort. 2. Contact State Patrol District Captain to discuss need.
State Patrol District	3. Develop enforcement plan. 4. Estimate plan costs and submit to Construction Assistant District Engineer for review.
District Construction	5. Submit to State Construction Engineer for approval.
C.O. Construction	6. Contact FHWA for authorization and/or approval.

NOTE: In emergency situation, work may proceed with verbal approval of FHWA and the State Construction engineer.

## ADDITIONAL ENFORCEMENT AGENCY PROCEDURE

This procedure shall be used in those cases where the enforcement service will be provided by an enforcement agency other than the State Patrol.

Responsible Organization	Required Action
District Construction or Design	1. Contact enforcement agency to determine availability, costs, etc. 2. Develop proposal for the use of extraordinary enforcement which includes projected costs and cost items and a draft with local agency. 3. Submit proposal to State construction Engineer for review and approval.
State Construction Engineer	4. Contact FHWA for authorization and/or approval.

District Construction

5. Coordinate provisions of services and modify as needed. Submit report of Patrol Agency hours and costs to State Construction Engineer.

Policy Agency

6. Provide enforcement services.

7. Invoice MnDOT Construction office referencing Contract Number first and State Project Number.

Federal Aid Billing/Finance

8. Calculate appropriate costs for all charges to the project and submit for federal participation. Costs billed under Function 6.



# Minnesota Pollution Control Agency

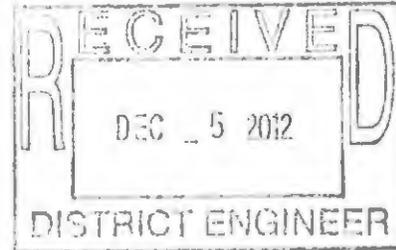
Brainerd Office | 7678 College Road | Suite 105 | Baxter, MN 56425 | 218-828-2492

800-657-3864 | 651-282-5332 TTY | [www.pca.state.mn.us](http://www.pca.state.mn.us) | Equal Opportunity Employer

December 4, 2012

Mr. Bernard J. Arseneau, Deputy Commissioner of Transportation  
Minnesota Department of Transportation  
District 6  
2900 48th Street Northwest  
Rochester, MN 55901

Mr. Larry Lunda, President  
Lunda Construction Company  
620 Gebhardt Road  
P.O. Box 669  
Black River Falls, WI 54615



RE: Executed Stipulation Agreement

Dear Mr. Arseneau and Mr. Lunda:

Enclosed is your signed copy of the executed Stipulation Agreement (Agreement) that was signed by the Minnesota Pollution Control Agency (MPCA) Commissioner or his designee.

The date upon which the Agreement was executed by the Commissioner or his designee is the effective date of the Agreement.

Minnesota Department of Transportation and Lunda Construction Company (Regulated Parties) are reminded that the \$7,500 civil penalty is due, within 30 days of the postmarked date of this Agreement. Payment should be made by a certified check, made payable to the "Minnesota Pollution Control Agency" and sent to the attention of: Fiscal Services – 6th Floor, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194.

As indicated in the Agreement, all communications between the Regulated Party and the MPCA concerning the terms and conditions of the Agreement shall be directed to the MPCA Case Contact, Lisa Woog, at 218-316-3891.

Thank you for your cooperation in this matter.

LW:dlp

Enclosure

cc: Joseph Maternowski, Hessian & McKasy, Minneapolis (w/enclosure)  
Leah Hedman, Attorney General's Office, St. Paul (w/enclosure)  
Dan Card, MPCA, St. Paul (w/enclosure)  
Lisa Woog, MPCA, Brainerd (w/enclosure)  
Enforcement Data Coordinator-Enforcement Database Tracking Owner: 12419, Contractor: 12420,  
St. Paul (w/enclosure)  
Stephen Mikkelson, MPCA, Brainerd (w/enclosure)  
File

Settlement Offer Not Admissible in Court Proceedings Under Minn. R. Evid. 408

STATE OF MINNESOTA  
MINNESOTA POLLUTION CONTROL AGENCY

IN THE MATTER OF: Minnesota Department of Transportation  
Lunda Construction Company

STIPULATION AGREEMENT

**Part 1. PARTIES.** This Stipulation Agreement ("Agreement") applies to and is binding upon the following parties:

- a. Minnesota Department of Transportation ("Regulated Party" or "MNDOT"); and
- b. Lunda Construction Company ("Regulated Party" or "Lunda"); and
- c. The Minnesota Pollution Control Agency ("MPCA"), which is authorized to enter into this

Agreement under Minn. Stat. chs. 115 and 116.

Unless specified otherwise in this Agreement, where this Agreement identifies actions to be taken by the MPCA, the Commissioner or the Commissioner's designees shall act on the MPCA's behalf. If there is more than one Regulated Party, the term "Regulated Party" applies to both Regulated Parties, unless the Agreement refers specifically to one Regulated Party by name.

**Part 2. PURPOSE AND SCOPE OF STIPULATION AGREEMENT.** The purpose of this Agreement is to resolve the alleged violations set out in Part 4 of this Agreement by specifying actions the Regulated Party agrees to undertake. By entering into this Agreement, the Regulated Party is settling a disputed matter between itself and the MPCA and does not admit that the alleged violations set out in Part 4 of this Agreement occurred. However, the Regulated Party agrees that the MPCA may rely upon the alleged violations set out in Part 4 as provided in Part 9 of this Agreement. Except for the purposes of implementing and enforcing this Agreement, nothing in this Agreement constitutes an admission by any Party, or creates rights, substantive or procedural, that can be asserted or enforced with respect to any claim of or legal action brought by a person who is not a party to this Agreement.

All citations are to the latest codification of the cited material unless otherwise indicated.

**Part 3. BACKGROUND.** The following is the background of this Agreement:

1. Construction of the Bridges of Mower County project (Site) located in Mower County started in summer 2009. The project consisted of replacing two bridges over I-90 through Austin, Minnesota. One bridge crosses Turtle Creek and the second bridge crosses Dobbins Creek where it connects to East Side Lake.
2. MNDOT District 6 is the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) permit Owner for the project.

3. Lunda Construction Company is the NPDES/SDS permit Contractor for the project.
4. MPCA staff inspected the Site on June 23, 2010, and observed and documented ineffective and missing sediment and erosion control Best Management Practices (BMPs) and impacts to waters of the state, East Side Lake.
5. June 24, 2010, MPCA staff re-inspected the same ramp and pond area adjacent to East Side Lake to determine if the corrective actions were underway. Central Landscaping had pumped the sediment basin down to stop the discharge into East Side Lake and were in process of stabilizing the exposed soils up-gradient to the sediment basin.
6. June 24, 2010, MPCA staff sent the Regulated Party the June 23, 2010 inspection report and Letter of Warning (LOW) regarding the observed violations that had already been discussed with the consultants on the project, Boonestroo, WSB, and Lunda staff on the Site. A copy of the Regulated Parties SWPPP and inspection records were also requested in the LOW.
7. June 25, 2010, Lunda submitted a copy of the SWPPP, training documentation and inspection records.
8. June 28, 2010, Lunda submitted a response to the corrective actions in the inspection report, including photos of the corrective actions consisting of: ditch blanket stabilization, inlet protection in the pond, road shoulder blanket stabilization, ramp slope hydromulched, sod at East Side Lake, blanket stabilization at North Dobbins Creek slopes, silt fence at the ramp soil pile, temporary bridge at Turtle Creek cleaned and silt fence installed below the work at Turtle Creek. The response described all the BMPs completed at the Site. The response indicated that they did not plug the pond outlet to East Lake out of concern for flooding I-90 in heavy rain. The response stated they installed floating silt fence to contain the sediment discharge (which was still able to drain into the Lake) instead. The work was completed June 24 and 25, 2010.
9. July 1, 2010, MPCA staff emailed the June 24, 2010 inspection report to the Regulated Party.
10. July 27, 2010, MPCA issued an Alleged Violation Letter (AVL) to MNDOT and Lunda for violations observed during the June 23, 2010 inspection.
11. July 29, 2010, MPCA staff returned a phone call from Andi Moffatt, WSB, regarding the status of corrective actions at the Site. Ms. Moffatt stated they were pumping the pond with a floc sock and discharging into the grass. She also stated the hydromulch was no longer functional and the vegetation did not grow and they were considering what to do.
12. July 30, 2010 and August 3, 2010, a response to the AVL was received from Lunda. The response included photos and descriptions of corrective actions taken at the Site. The response stated that the temporary ponding area overflowed after a 1.5" rainfall event and the sediment was contained in the floating silt fence (in East Side Lake). The response stated they did not want to block the outlet in an effort to avoid flooding on I-90 after the heavy rain. The response stated they did block the outlet on July 29, 2010. The response included photos of BMPs installed at the Site.
13. August 4 & 6, 2010, Lunda Construction submitted a list of stabilization dates in response to submittal request #2 in the AVL. The soil stabilization spreadsheets submitted for dates 7/20/09 thru 8/3/10 appeared to be a synopsis of all inspection activities and work at the site. Lunda also submitted a letter containing a list of the corrective actions that were requested by WSB on June 3, 2010. Lunda did not submit a copy of the actual June 3, 2010 inspection report containing the corrective actions from WSB as requested in the AVL.
14. August 5, 2010, Lunda responded to the alleged violations in the AVL. The response stated that soil stabilization had been ongoing throughout the project and that construction activity was not complete. Also that rain had just occurred the day before MPCA's inspection and that maintenance was needed and that they completed the maintenance after MPCA's inspection. The response mentioned plans to test the water quality at the site and requested that MPCA not take any further action until the testing is completed.

15. August 20, 2010, MPCA staff inspected the status of the temporary sediment basin area of the Site. The area was now completely stabilized and vegetated. The temporary sediment basin /pond had settled out and there was no longer turbid water observed in the pond.
16. As of early winter 2010, construction at the Site was complete and the Site was permanently stabilized.

**Part 4. ALLEGED VIOLATIONS.** The MPCA alleges the Regulated Party violated the following requirements of statute, rule, and/or permit condition:

**1.) Minn. R. 7050.0210, GENERAL STANDARDS FOR WATERS OF THE STATE. (2009)**

\*\*\*

**Subp. 2. Nuisance conditions prohibited.** No sewage, industrial waste, or other wastes shall be discharged from either point or nonpoint sources into any waters of the state so as to cause any nuisance conditions, such as the presence of significant amounts of floating solids, scum, visible oil film, excessive suspended solids, material discoloration, obnoxious odors, gas ebullition, deleterious sludge deposits, undesirable slimes or fungus growths, aquatic habitat degradation, excessive growths of aquatic plants, or other offensive or harmful effects.

On June 23, 2010, the MPCA inspected the Bridges of Mower County (Site) and observed and documented the discharge of sediment-laden stormwater flowing into East Side Lake from a temporary pond on the Site. The pond discharged through an outlet located in East Side Lake on the west side of Eighth Avenue Northwest. The Regulated Party caused nuisance conditions to waters of the state (including excessive suspended solids, material discoloration, and other offensive or harmful effects) by discharging sediment-laden stormwater to waters of the state.

**2.) NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. B. 3. Erosion Prevention Practices provides in relevant part:**

3. The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.

Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.

\*\*\*

On June 23, 2010 and June 24, 2010, the MPCA inspected the Site and observed and documented that the normal wetted perimeter of a drainage swale located between I-90 and Eighth Avenue Northwest was not stabilized within 24 hours of connecting to the temporary sediment pond. The Regulated Party failed to stabilize the normal wetted perimeter of the drainage swale within 24 hours of connection to the surface water.

**3.) NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. C. 5. Sediment Control Practices.**

5. Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters; including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.

On June 23 and 24, 2010, the MPCA inspected the Site and observed and documented a temporary soil stockpile at the following location: the I-90 interchange near East Side Lake. The stockpile did not have silt fence or other effective sediment controls installed.

**4.) NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. E. 4. Inspections and maintenance provides in relevant part:**

4. All erosion prevention and sediment control BMPs must be inspected to ensure integrity and effectiveness. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours after discovery, or as soon as field conditions allow access unless another time frame is specified below....

On June 23, 2010, the MPCA inspected the Site and observed and documented the following erosion prevention and sediment control BMPs that were nonfunctional and should have been replaced or supplemented with functional BMPs within 24 hours. The BMPs that were compromised with regard to integrity and effectiveness on June 23, 2010, included the following items:

Hydromulch that was applied on June 16, 2010 to exposed soils at the Site, as described in the RPs inspection records and AVL response, was no longer functional at the I-90 ramps near Eighth Avenue Northwest and East Side Lake. Straw mulch applied on some of the ramp slopes on June 10, 2010 was also no longer effective. Based on evidence at the Site, including the formation of gullies, sediment deposition at the toe of slopes and lack of visible cover on inactive soils at the Site, the RPs had not replaced the soil stabilization within 24 hours of their inspection on June 18, 2010.

On June 23, 2010 MPCA staff observed a floating silt curtain in Dobbins Creek (North side of I-90) that was not functional and was not effective in preventing sediment discharges from entering the surface water in this location.

On June 23, 2010 MPCA staff observed sediment controls located down gradient of construction activity which were immediately adjacent to Turtle Creek that were not functional in preventing sediment from entering the surface water.

**Part 5. CIVIL PENALTY.**

The Regulated Party agrees to pay Seven Thousand Five Hundred Dollars (total) to the MPCA as a civil penalty for the violations alleged in Part 4 within 30 days after the effective date of this Agreement. Payment of the penalty amount of \$7,500.00 is to be by check or money order payable to the Minnesota Pollution Control Agency.

The check must be mailed to: Fiscal Services – 6<sup>th</sup> Floor, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194; or to make an Electronic Payment, contact Carl Agerbeck, MPCA Fiscal Services, at 651-757-2182.

If the Regulated Party fails to make the required payment within 45 days after the Effective Date of this Agreement, the Regulated Party agrees to pay a late payment charge in an amount equal to 10 percent of the unpaid civil penalty. Sixty days after the Effective Date of this Agreement, the Regulated Party agrees to pay an additional late charge in an amount equal to 20 percent of the unpaid civil penalty. If the payment, including late charges, is not received by the MPCA within 60 days after the Effective Date of this Agreement, the MPCA may immediately exercise any and all administrative and judicial remedies available to it to collect the amount due. The Regulated Party agrees to pay and shall also be indebted to the MPCA for its attorneys' fees and cost incurred by the MPCA in connection with its collection of the amounts owed pursuant to this Agreement.

**Part 6. *REGULATED PARTY REQUIREMENTS.*** The Regulated Party agrees to the following requirements:

- a. The Regulated Party shall install down gradient perimeter controls at remaining soil stockpiles.

**"THIS REQUIREMENT HAS BEEN COMPLETED."**

- b. The Regulated Party shall submit site-wide photos depicting the adequacy of current soil stabilization on-site.

**"THIS REQUIREMENT HAS BEEN COMPLETED."**

- c. The Regulated Party shall submit a description of the corrective actions installed at the temporary basin, preventing further discharges to East Side Lake, and whether any additional discharges have occurred.

**"THIS REQUIREMENT HAS BEEN COMPLETED."**

**There are no corrective actions remaining.**

**Part 7. *PENALTIES FOR VIOLATIONS OF THIS AGREEMENT.***

a. If the Regulated Party fails to comply with requirements of Part 6 of this Agreement, the Regulated Party shall pay to the MPCA a penalty in the amount of \$500.00 per requirement for each day of failure.

b. Penalties for failure to comply with requirements of Part 6 of this Agreement shall accrue from the date the Regulated Party was to have fulfilled the requirement until the Regulated Party fulfills the requirement. Penalties shall not accrue while the MPCA considers a timely extension request under

Part 12 or during dispute resolution under Part 10, unless the MPCA determines that the Regulated Party filed the request or initiated dispute resolution solely for purposes of delay. If the Regulated Party does not pursue dispute resolution under Part 12 for denial of a timely extension request, penalties shall accrue from the date the extension request is denied by the MPCA Case Contact. If the Regulated Party pursues dispute resolution for denial of an extension request and does not file a timely challenge in a court of competent jurisdiction as provided by Part 10, penalties shall accrue from the date of a Commissioner's dispute resolution decision against the Regulated Party until the Regulated Party fulfills the requirement that is the subject of the extension request.

c. The Regulated Party shall pay a penalty under this Part within 30 days after receiving written notice from the MPCA that the penalty is due, unless the Regulated Party has challenged the factual basis of a penalty asserted under this Part under the dispute resolution provision of Part 10, in which case the penalty, if still applicable, shall be due with 30 days of final resolution of the dispute under Part 10. The written notice shall specify the provision of the Agreement that the Regulated Party has not fulfilled and indicate the date penalties began to accrue. If the Regulated Party fails to make timely payment, the Regulated Party agrees to pay a late payment charge, in addition to the stipulated penalty, to be assessed as follows. Forty-five days after receipt of written notice, the Regulated Party shall be obligated to pay a late charge in an amount equal to 10 percent of the unpaid stipulated penalty. Sixty days after receipt of written notice, the Regulated Party shall be obligated to pay an additional late charge in an amount equal to 20 percent of the unpaid stipulated penalty.

d. In dispute resolution before the Commissioner under Part 10, the Regulated Party can contest the factual basis for the MPCA's determination that the Regulated Party has not fulfilled a requirement of this Agreement covered by this Part. However, the Regulated Party waives its right to challenge, on legal grounds, the requirement that it pay penalties under this Part.

e. The Regulated Party shall not be liable for payment of penalties for failure to comply with requirements of Part 6 [and Part 5A] of this Agreement covered by this Part if it has submitted to the MPCA a timely request for an extension of schedule under Part 12 and the MPCA has granted the request. The MPCA's grant of an extension of schedule waives the payment of penalties covered by this Part only on the requirements for which the MPCA granted an extension of schedule and only for the time period specified by the MPCA in the grant of an extension. An extension of schedule for one requirement of Part 6 [or Part 5A] does not extend the schedule for any other requirement of Part 6 [or Part 5A].

f. Any requirement of this Agreement may be enforced as provided in Minn. Stat. § 115.071. Payment of a stipulated penalty does not relieve the Regulated Party of its obligation to

fulfill and complete requirements under the Agreement and to otherwise comply with the terms and conditions of the Agreement.

**Part 8. COVENANT NOT TO SUE AND RESERVATION OF REMEDIES.** With respect to the Regulated Party, the MPCA agrees not to exercise any administrative, legal or equitable remedies available to the MPCA to address the violations alleged and described in Part 4 as long as the Regulated Party performs according to and has complied with the terms and conditions contained in this Agreement.

The MPCA reserves the right to enforce this Agreement or take any action authorized by law, if the Regulated Party fails to comply with the terms and conditions of this Agreement.

Further, the MPCA reserves the right to seek to enjoin violations of this Agreement and to exercise its emergency powers pursuant to Minn. Stat. § 116.11 in the event conditions or the Regulated Party's conduct warrant such action. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights.

The MPCA reserves the right to pursue recovery for Natural Resources Damages pursuant to Minn. Stat. § 115.071, Minn. Stat. § 115B.08 or other laws. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights.

The Regulated Party agrees to waive all claims it may now have, as of the effective date of this Agreement, under Minn. Stat. § 15.472 for fees and expenses arising out of matters leading up to and addressed in this Agreement.

**Part 9. REPEAT VIOLATIONS.** Federal and state environmental programs establish harsher penalties for violations of environmental laws or rules that constitute repeat violations. In a proceeding to resolve alleged violations by the Regulated Party, if any, occurring after the date of the alleged violations set out in Part 4 of this Agreement, the Regulated Party may argue about the extent to which the violations alleged in Part 4 of this Agreement should affect the penalty amount for the later violations, but waives the right: (1) to contend that the violations alleged in Part 4 of this Agreement did not occur as alleged and (2) to require the MPCA to prove the violations alleged in Part 4 of this Agreement.

**Part 10. RESOLUTION OF DISPUTES.** The parties to this Agreement shall resolve disputes that arise as to any part of the Agreement as follows:

a. Either party, acting through its Case Contact (as named in Part 13 below), may initiate dispute resolution by providing to the Case Contact of the other party an initial written statement setting forth the matter in dispute, the position of the party, and the information the party is relying upon to support its position.

The other party, acting through its Case Contact, shall provide a written statement of its position and supporting information to the Case Contact of the initiating party within 14 calendar days after receipt of the initial written statement.

b. If the parties, acting through their Case Contacts, do not reach a resolution of the dispute and reduce such resolution to writing in a form agreed upon by the parties within 21 calendar days after the initiating party receives the statement of position from the responding party, the Commissioner shall issue a written decision resolving the dispute. The written decision may address stipulated penalties assessed pursuant to Part 7. The Commissioner's decision shall be considered a final decision of the MPCA for purposes of judicial review.

c. The Commissioner's decision shall become an integral and enforceable part of this Agreement unless the Regulated Party timely challenges the decision in a court of competent jurisdiction. Failure to timely challenge means the Regulated Party agrees to comply with the MPCA Commissioner's decision on the matter in dispute and to pay any penalties that accrue pursuant to Part 7 for failure to fulfill requirements of this Agreement that are the subject of the dispute resolution. Further, if the Commissioner's decision assesses penalties pursuant to Part 7 of this Agreement, the Regulated Party agrees to and shall pay the amount of penalty determined by the Commissioner within 60 days after receiving the Commissioner's decision.

d. Throughout any dispute resolution, the Regulated Party shall comply with all portions of the Agreement that the MPCA determines are not in dispute.

**Part 11. VENUE.** Actions brought by the MPCA to enforce requirements and terms of this Agreement shall be venued in Ramsey County District Court.

**Part 12. EXTENSION OF SCHEDULES.** If the Regulated Party wants an extension of a deadline included in any schedule under this Agreement, including schedules established by approved submittals, the Regulated Party must request the extension in writing at least ten days before the scheduled deadline, or as soon as possible before that date if the reason for the extension request arises less than ten days before the deadline.

Each deadline extension request shall separately specify the reason why the extension is needed. No requested extension shall be effective until approved in writing by the MPCA, acting through the MPCA Case Contact or the Commissioner.

The MPCA shall grant an extension only for the period of time the MPCA determines is reasonable under the circumstances. The written approval or grant of an extension request shall be considered an enforceable part of the Agreement.

The Regulated Party has the burden of demonstrating to the satisfaction of the MPCA that the request for the extension is timely, and that good cause exists for granting the extension. Good cause can include, but is not limited to, the following:

- a. Circumstances beyond the reasonable control of the Regulated Party; and
- b. Delays caused by the MPCA in reviewing timely submittals required by this Agreement, submitted by the Regulated Party in complete and approvable form, which make it not feasible for the Regulated Party to meet the required schedules.

Good cause does not include unanticipated costs, increases in the cost of control equipment, or delays in MPCA review of submittals when the submittals are not in complete and approvable form.

The Regulated Party may challenge a decision by the MPCA to deny a request for an extension under Part 12.

**Part 13. CASE CONTACT.** The MPCA and the Regulated Party shall each designate a Case Contact for the purpose of overseeing the implementation of this Agreement. The MPCA Case Contact is Lisa Woog. The address and telephone number of the MPCA's Case Contact is: 7678 College Road, Suite 105, Baxter, Minnesota 56425 and 218-316-3891. The MNDOT's Case Contact is Terry Ward. The address and telephone number of the Regulated Party's Case Contact is: 2900 48<sup>th</sup> Street Northwest, Rochester, Minnesota 55901 and 507-286-7688 and Lunda's Case Contact is Doyle Honstad, P.O. Box 669, Black River Falls, Wisconsin 54615 and 651-437-9666. Either party may change its designated Case Contact by notifying the other party in writing, within five days of the change. To the extent possible, communications between the Regulated Party and the MPCA concerning the terms and conditions of this Agreement shall be directed through the Case Contacts.

**Part 14. APPLICABLE LAWS AND PERMITS.** This Agreement does not relieve the Regulated Party of the duty to comply with the requirements of all applicable federal, state and local laws and regulations, including without limitation in the Regulated Party's undertaking actions to comply with this Agreement. Except when the MPCA has specifically authorized a different compliance method in Part 6, the Regulated Party must also comply with all applicable permits, orders, stipulation agreements and schedules of compliance. Nothing in this Agreement exempts or relieves the Regulated Party of its obligation to comply with local governmental requirements.

**Part 15. OTHER CLAIMS.** Nothing herein shall release the Regulated Party from any claims, causes of action or demands in law or equity by any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating to the release of any pollutant or contaminant from its operations or from a facility. Neither the Regulated Party nor the MPCA shall be

held as a party to any contract entered into by the other party to implement the requirements of this Agreement.

**Part 16. HOLD HARMLESS AGREEMENT.** The Regulated Party agrees to indemnify, save and hold the MPCA, its agents and employees harmless from any and all claims or causes of action arising from or on account of acts or omissions of the Regulated Party, its officers, employees, agents, or contractors in implementing the activities conducted pursuant to this Agreement; provided, however, that the Regulated Party shall not indemnify the MPCA or save or hold its employees and agents harmless from any claims or causes of action arising out of the acts or omissions of the MPCA, or its employees and agents.

When the Regulated Party is required to hold the MPCA harmless, the MPCA shall give the Regulated Party notice of any claim or cause of action subject to this Part and the Regulated Party has the right to participate in the defense against any claim or cause of action. No settlement shall be effective against the Regulated Party unless the Regulated Party agrees to the settlement. Nothing herein waives or modifies the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§ 3.732, et seq., and other applicable law.

**Part 16. LIABILITIES.** Each party agrees that it 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 the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§ 3.732, et seq., and other applicable law.

**Part 17. SUCCESSORS, AGENTS AND CONTRACTORS.** This Agreement shall be binding upon the Regulated Party and its successors and assigns and upon the MPCA, its successors and assigns. If the Regulated Party sells or otherwise conveys or assigns any of its right, title or interest in the Facility, the conveyance shall not release the Regulated Party from any obligation imposed by this Agreement, unless the party to whom the right, title or interest has been transferred or assigned agrees in writing to fulfill the obligations of this Agreement and the MPCA approves the transfer or assignment. The Regulated Party shall ensure that the Regulated Party's agents, contractors and subsidiaries comply with the terms and conditions of this Agreement.

**Part 18. AMENDMENTS.** Except with respect to extensions of schedules granted under Part 12 and approved submittals under Part 6, this Agreement may be amended only by written agreement between the parties.

**Part 19. EFFECTIVE DATE.** This Agreement shall be effective on the date it is signed by the MPCA.

**Part 20. TERMINATION.** The provisions of this Agreement shall be deemed satisfied and terminated when the Regulated Party receives written notice from the MPCA that the Regulated Party has

demonstrated, to the satisfaction of the MPCA, that all terms of the Agreement have been completed. Termination of this Agreement does not release the Regulated Party from any duty to comply with any statutes, rules or permit conditions, whether or not they are cited in this Agreement. The Regulated Party agrees that it shall retain all records related to this Agreement for three years following its termination. Termination of this Agreement does not release the Parties from any provisions intended to have future application, including without limitation Parts 8 (Covenant Not To Sue And Reservation Of Remedies), 9 (Repeat Violations) and 16 (Hold Harmless Agreement), which terms shall survive the termination of this Agreement.

BY THEIR SIGNATURES BELOW, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT

Minnesota Department of Transportation  
Bernard J. Arseneau, Deputy Commissioner of Transportation.

STATE OF MINNESOTA  
POLLUTION CONTROL AGENCY

By: *Bernard J. Arseneau*

By: *Beth G. Lockwood*

Name: Bernard J. Arseneau

Beth G. Lockwood, Manager,  
Stormwater Section

Title: Deputy Commissioner, Chief Eng.

Municipal Division

Date: 11-2-12

Date: 12/3/12

Lunda Construction Company  
Larry Lunda, President

By: *Larry Lunda*

Name: Larry Lunda

Title: President

Date: 7-17-12



Minnesota Pollution  
Control Agency  
520 Lafayette Road North  
St. Paul, MN 55155-4194

# Invoice

## Enforcement Response Program

Doc Type: Invoice Outgoing

This invoice is for enforcement penalties incurred  
with the Minnesota Pollution Control Agency (MPCA).

Address change? If yes, check here:

Print new address on back of invoice.

Invoice No.: 12419-01

Invoice date: 12/3/2012

Payment Due Date: 1/3/2012

Invoice Amount: \$3,750.00

Amount paid:

Mail payment to:

**FISCAL SERVICES**  
**MINNESOTA POLLUTION CONTROL AGENCY**  
**520 LAFAYETTE ROAD NORTH**  
**ST. PAUL MN 55155-4194**

Bill to:

Minnesota Department of Transportation

Mower County MN

Media:	Allotment #:	Media %:
WQ-Stormwater	xx/2800/R3280000/R32C002/512413/ 6706/ APO-WQ	100

Return the portion above with check payable to Minnesota Pollution Control Agency.  
To make an electronic payment contact MPCA Fiscal Services at 651-757-2182

### INVOICE

Minnesota Department of Transportation

Invoice number: 12419-01  
Invoice date: 12/3/2012  
Payment Due date: 1/3/2012  
Amount Due: \$3,750.00

Minnesota Department of Transportation

Mower County MN  
STIP

If you have any questions regarding this invoice, please contact MPCA's Enforcement Penalty Coordinator at 651-757-2083



Materials Management Division  
 112 Administration Building  
 50 Sherburne Avenue  
 St. Paul, MN 55155  
 Voice: 651.201.2448  
 Fax: 651.297.3996

**NOTIFICATION OF CONTRACT AWARD**

*MNDOT Agreement # 02914*

To: Mr. Kenneth Shain  
 SMART Signal Technologies, Inc.  
 1000 Westgate Drive, Suite 150  
 St. Paul, MN 55114

CONTRACT NO: 0000000000000000000055504  
 RELEASE NO: T-758  
 CONTRACT PERIOD: December 10, 2012  
 Through December 9, 2014  
 EXTENSION OPTION: Up to 36 Months

You are hereby notified that your response to our solicitation, which opened October 25, 2012, is accepted. This Contract Award includes all or part of the following products or services, as further specified in Exhibit A: Traffic Signal Performance Measure System

The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: (1) this Notification of Contract Award, together with Exhibit A and any attachments or subsequent purchase orders, amendments or similar documents; (2) the State's solicitation; and (3) your response. In the event of a conflict in language among any of these documents, the terms and conditions set forth and/or referenced in this Notification and any later executed documents shall prevail over conflicting terms and conditions contained in the earlier documents, in their original form or as amended.

**1. SMART SIGNAL TECHNOLOGIES, INC.**

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

By:   
 Signature

KENNETH SHAIN  
 Printed Name

Title: PRESIDENT

Date: 12/6/2012

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

\_\_\_\_\_  
 Printed Name

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

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

**2. MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, subd. 3.

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

Title: Acquisition Management Specialist

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

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

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

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

EPT O  
STAT

ALS MGMT  
MINISTRATION  
MINNESOTA

2012 DEC -6 A 11:43

STATE OF MINNESOTA  
MATERIALS MANAGEMENT DIVISION  
PRICE CONTRACT  
EXHIBIT A

As stated in the Notification of Contract Award, this Contract incorporates the terms, conditions and specifications of the solicitation and response at the prices below.

TERMS: Net 30      DELIVERY: 90 Days ARO

This Contract, for the provision of Traffic Signal Performance Measure System, is entered into between the State of Minnesota, acting through the Department of Administration, Materials Management Division ("State"), and SMART Signal Technologies, ("SST").

The State and SST agree and covenant between themselves to the following terms and conditions:

1. Elements of the Contract.

1.1 This Contract consists of the following elements:

1.1.1 The contractual terms and conditions that follow;

1.1.2 The State's Request for Proposal (RFP) for Traffic Signal Performance Measure System that opened on October 25, 2012, incorporated herein by reference; and

1.1.3 SST's response to the RFP which is incorporated herein by reference; and

1.1.4 The following terms and conditions have been clarified or negotiated between the State of Minnesota and SST. To the extent these terms and conditions clarify or add to the terms and conditions set forth in the State's RFP, these terms and conditions shall be read in conjunction with the terms and conditions in the State's RFP. To the extent the following terms and conditions conflict with the terms and conditions set forth in the State's RFP these terms and conditions shall take precedence over the terms and conditions set forth in the RFP.

1.1.4.1 END USER LICENSE AGREEMENT FOR IQUEUE SOFTWARE.

Add End-User License Agreement Addendum attached and identified as Exhibit A1.

1.1.5 PRICING.

Data collection unit (to include cables, connectors and instructions on Installation.) Units shall include standard manufacturer's warranty.  
AdaptiTrol Model DCU

\$2,000.00

Note: Initial purchase of 19 units at no cost

Quantity over 50 units

\$1,875.00

Traffic Signal Performance Measurement system software.  
Includes first year upgrades. iQueue i Monitor

\$4,000.00

Software installation. To include server setup, software install  
And network configuration.

\$ 250.00

Equipment installation

No Cost

Software maintenance & upgrades (for years 2-5). Price per year

\$14,250.00

MnDOT # 02914

Exhibit A1

This Addendum is entered into between the State of Minnesota, Department of Transportation ("Customer") and Smart Signal Technologies, Inc. ("SST") to amend the End-User License Agreement for Iqueue (the "Agreement"). Both parties agree to the following terms and conditions and expressly agree that if any of the following terms and conditions are in conflict with the terms and conditions of the Agreement, the following terms and conditions will prevail.

The terms and conditions of this Addendum are governed by the Agreement, this Addendum and any other amendments which are agreed to by both parties. Any additions or changes to this Addendum must be in writing and must be agreed to by each party by having the proper authorized designees sign each amendment, exhibit, and addendum.

1. Paragraph 4.2 Confidentiality, first sentence is revised as follows:

CUSTOMER acknowledges that by reason of its relationship to SST hereunder it will have access to information that is of value to SST and is treated as confidential, to the extent such information is protected from disclosure under the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, and may include, but not limited to, Product literature, specifications, price lists, and other information pertaining to the features, functions, development and distribution of the Products, which value would be impaired if such information was disclosed to third parties (hereinafter referred to as "**Confidential Information**").

2. Paragraph 7. Limitation of Liability. Delete in its entirety.

3. Paragraph 8. Indemnification is deleted in its entirety and replaced with the following:

Customer agrees to be responsible for its own acts and behavior and the results thereof. Customer's liability is governed by the Minnesota Tort Claims Act, Minn. Stat. § 3.736.

4. Paragraph 11.7 Governing Law, last sentence is revised as follows:

In any civil action by either party relating to this Agreement, the prevailing party shall recover from and be reimbursed by the other party for all costs, reasonable attorneys' fees, and related expenses if so ordered by court.

SMART Signal Technologies, Inc.  
By: [Signature]  
Date: 12/6/2012  
PRES

Department of Transportation  
By: [Signature]  
Date: 1/15/2013

Department of Administration  
(Pursuant to Minn. Stat. § 16C.05, subd. 2)  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

Encumbered  
By: \_\_\_\_\_  
Date: \_\_\_\_\_  
[Large X]

Minnesota Department of Transportation  
Contract Management Section, Office of Administration  
By: [Signature]  
Title: Contract Administrator  
Date: 1-18-2013



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number: N/A**  
**State Project Number (SP): 8221-82045; 8221-82045A**  
**Trunk Highway Number (TH): 36**  
**Project Identification: St. Croix Crossing Project – Mussel Mitigation**

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

**Recitals**

1. Under Minn. Stat. §84.095, the DNR is empowered to prescribe conditions for an act otherwise prohibited (i.e., to issue a permit to take endangered and/or threatened species if the social and economic benefits of the act outweigh the harm caused by the taking).
2. Under Minn. Stat. §174.03, subdivision 6, MnDOT is authorized to make efforts to mitigate adverse environmental effects resulting from proposed transportation facilities.
3. MnDOT is planning for foundation construction in 2013 for the new river crossing bridge as described by the St. Croix Crossing Project; and
4. MnDOT is also planning on implementing a number of mitigation items as part of the St. Croix Crossing Project, with one of the mitigation items being the removal of the Xcel Energy barge mooring and unloading facility; and
5. MnDOT is in need of a permit from DNR to allow the legal taking of all individuals of Minnesota endangered or threatened freshwater mussels at the site of the Xcel Energy barge mooring and unloading facility and the barge access area upstream from the unloading facility for the construction and staging activities of the new Highway 36 Bridge over the St. Croix River at Stillwater, MN under State Project Nos. 8221-82045 and 8221-82045A.
6. DNR is willing to issue a taking permit to MnDOT in exchange for compensatory mitigation. Based on the foregoing, MnDOT and DNR willingly enter the agreement as follows:

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 **December 31, 2017**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 1071.
- 2.2 As part of the St. Croix Crossing Project, MnDOT will conduct the removal of the unloading facility in a manner to offset the taking of the endangered and threatened mussels and reduce the estimated impact area through the creation of restored habitat. Specifically, MnDOT will remove only the sheet pile containing each unloading cell and spread the aggregate material within each cell onto the river bed to a thickness of at least one (1) foot and to a final surface depth of no more than 4 to 6 feet below ordinary high water. The underwater area of restored mussel habitat is estimated at 2.47 acres and will be used as a reduction from the estimated impact area of 8.78 acres when computing the compensatory mitigation cost. See Exhibit A – Barge Unloader Exhibit.
- 2.3 In lieu of relocating the Minnesota mussels, MnDOT will provide DNR with compensatory mitigation costs for the taking of the mussels from the unloading facility and barge access area. Such mitigation cost is compensated as follows:
  - Estimated impact area of 8.78 acres before creation of restored habitat
  - Estimated restored habitat area of 2.47 acres
  - Net estimated impact area of 6.31 acres after creation of restored habitat
  - Estimated mussel mitigation cost of \$22,500.00/acre

- Compensation mitigation cost of \$141,975.00

- 2.4 DNR agrees to use the compensatory mitigation funds provided under this agreement to support research, propagation, restoration, education or other management activities contributing to the recovery and eventual delisting of endangered and threatened mussel species with the St. Croix River in Minnesota.
- 2.5 DNR will issue a permit to MnDOT authorizing MnDOT to take an unlimited number of endangered and threatened, and non-listed unionid mussels at the site of the proposed project in accordance with the terms of such permit. If MnDOT complies with the terms of such permit, and the terms of this Agreement, DNR releases and waives any claim, fine, or other fee or sanctions against MnDOT with respect to the taking of such mussels.

### 3 Consideration and Payment

- 3.1 MnDOT will pay the DNR a lump sum prior to commencing any early bridge foundation work (planned letting date in February, 2013) that will result in the taking of endangered or threatened species at the site of the proposed project, after execution of the Agreement and issuance of Special Permit No. 18769 (Taking of mussels, including endangered and/or threatened species).
- 3.2 DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to DNR under this Agreement will be \$141,975.00.

### 4 Conditions of Payment

- 4.1 All services provided by DNR under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3 DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

### 5 Agreement Personnel

- 5.1 MnDOT's Authorized Representative will be:

Debbie Anderson  
Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 680  
St. Paul, MN 55155-1800

Telephone: 651/366-4625

E-Mail: [debbie.k.anderson@state.mn.us](mailto:debbie.k.anderson@state.mn.us)

- 5.2 MnDOT's Project Manager will be:

Jason Alcott  
Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 620  
St. Paul, MN 55155-1800

Telephone: 651/366-3605

E-Mail: [jason.alcott@state.mn.us](mailto:jason.alcott@state.mn.us)

- 5.3 MnDOT's District Project Coordinator will be:

Todd Clarkowski  
Minnesota Department of Transportation  
3485 Hadley Avenue North

Oakdale, MN 55128

Telephone: 651/366-4316

E-Mail: [todd.clarkowski@state.mn.us](mailto:todd.clarkowski@state.mn.us)

- 5.4 DNR's Authorized Representative will be:  
Richard Baker  
Minnesota Department of Natural Resources  
500 Lafayette Road  
St. Paul, MN 55155

Telephone: 651/259-5073

E-Mail: [richard.baker@state.mn.us](mailto:richard.baker@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, by mutual written agreement of the parties. This Agreement may be terminated by either party in the event of a breach of this Agreement by the other party if such breach remains uncured for more than 30 calendar days.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

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

Signed: Steve Buhle  
Date: 3-5-13  
SWIFT Contract (SC) ID No. 59073  
Purchase Order (PO) ID No. 300011108

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

By: Steve Hunt  
Title: Director  
Date: 2/28/13

MnDOT

**ORIGINAL SIGNED BY**

By: Jon Chigo  
(with delegated authority)  
Title: Division Director  
Date: 3/7/2013

**MnDOT CONTRACT MANAGEMENT**

By: Ryan Gauke  
Date: 3/7/2013

*nmhood 2/27/13*



INVOICE NO. \_\_\_\_\_

**Invoice Instructions:**

1. Contractor must complete the invoice and progress report (if applicable) in their entirety.
2. Contractor must sign the invoice and progress report (if applicable).
3. Contractor must attach supporting documentation and scan the entire invoice package\*, **in the following order:**
  - a. Completed, signed Invoice Form
  - b. Completed, signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, please convert landscape pages to portrait pages and optimize the document to decrease the size.*
4. Contractor must e-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 03071

Estimated Completion: \_\_\_\_\_ %

Contract Expiration Date: December 31, 2017

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

SP Number: 8221-82045; 8221-82045A; TH Number: 36

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount:	\$141,975.00			
<b>Net Earnings Totals:</b>	<b>\$141,975.00</b>			
<b>Total Amount Due This Invoice:</b>				

Contractor: Complete this table when submitting an Invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
<b>Total*</b>			

\*Must Match Net Earnings Totals Above

I certify that the statements contained on this Invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice.

Contractor:

**Minnesota Department of Natural Resources**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Contract Administrator for possible alternatives.

STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION  
FOR  
S.P. 092-090-036; M.P. TA 7313(173)

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This agreement is entered into by and between MINNESOTA DEPARTMENT OF NATURAL RESOURCES ("DNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the DNR desires MnDOT to act as the DNR's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds. The DNR is proposing a federal aid project to construct a portion of the Glacial Lakes Trail between Richmond and 178<sup>th</sup> Avenue west of Cold Spring, hereinafter referred to as the "Project(s)"; and

The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 092-090-036, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 7313(173); and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE DNR.

A. DESIGNATION. The DNR designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project. For details on the procedures to follow see: <http://www.dot.state.mn.us/stateaid/dcp/dcpchecklist.htm>.

B. STAFFING.

1. The DNR will designate a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If DNR elects to use a private consultant for engineering services, the DNR will provide a qualified, full-time public employee of the DNR, to be in responsible charge of the Project. The services of the DNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the DNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary responsibility for performance of the

work.

2. During the progress of the work on the Project, the DNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the DNR will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
  3. The DNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.
- C. LETTING. The DNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
1. The DNR will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
  2. The DNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
  3. The DNR will prepare and publish the bid solicitation for the Project as required by state and federal laws. The DNR will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders. The solicitation will state where the DNR will receive the sealed bids.
  4. The DNR may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
  5. The DNR will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
  6. The DNR will receive and open bids.
  7. After the bids are opened, the DNR governing body will consider the bids and will award the contract as required by state and federal laws, or reject all bids. If the bid contains a goal for Disadvantaged Business Enterprises, the DNR will not award the contract until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal

Employment Opportunity Office.

D. SUBLETTING. The DNR will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.

1. The DNR will solicit proposals for construction engineering services after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
2. The DNR will prepare the request for proposal, which will include all of the federal-aid provisions supplied by MnDOT.
3. The DNR will prepare and publish the proposal solicitation for the Project as required by state and federal laws. The DNR will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the DNR will receive the proposals.
4. The DNR may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
5. The DNR will prepare proposal packages and prepare and distribute any addendums, if needed.
6. The DNR will receive open, and evaluate proposals.
7. After the proposals are opened, the DNR will consider the proposals begin negotiations on the price of the Construction Engineering in accordance with the practice commonly known as Quality Based Selection. If the proposal contains a goal for Disadvantaged Business Enterprises, the DNR will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.
8. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work. Subcontractor agreements must contain all appropriate terms and conditions of this agreement.

E. CONTRACT ADMINISTRATION.

1. The DNR will prepare and execute a construction contract with the Contractor, in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction.
2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the DNR Engineer's Office. The

plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.

3. The DNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the DNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the DNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.
4. The DNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The DNR will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The DNR will notify MnDOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The DNR may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into supplemental agreement(s) with the individual, firm, or corporation contracting for and undertaking prosecution of the prescribed work (hereinafter "Contractor"). The DNR will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the DNR that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The DNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The DNR will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the DNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The DNR will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

F. PAYMENTS FOR CONSTRUCTION OF THE PROJECT.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the DNR. The DNR will pay any part of the cost or expense of the Project that is not paid by federal funds.

2. The DNR will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the amount of each partial estimate. Following certification of the partial estimate, the DNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
3. Following certification of the partial estimate, the DNR may request reimbursement for costs eligible for federal funds. The DNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project, the DNR will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the DNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
5. Following certification, by the Project Engineer, of the final estimate, the DNR may request reimbursement for costs eligible for federal funds. The DNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

G. LIMITATIONS.

1. The DNR must comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the DNR to carry out the above requirements.
3. Workers' Compensation. Any and all employees of the DNR or other persons while engaged in the performance of any work or services required or permitted by the DNR under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The DNR will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

4. Utilities. The DNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

H. AUDIT.

1. The DNR will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the DNR are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The DNR will be responsible for any costs associated with the performance of the audit.

I. MAINTENANCE. The DNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

J. CLAIMS. The DNR acknowledges that MnDOT is acting only as the DNR's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The DNR will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The DNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The DNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

K. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the DNR to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The DNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the DNR provides information to the MnDOT as required.

The DNR shall comply with the following:

1. Reporting of Total Compensation of the DNR's Executives.
  - a. The DNR shall report the names and total compensation of each of its five most highly compensated executives for the DNR's preceding completed fiscal year, if in the DNR's preceding fiscal year it received:
    - i. 80 percent or more of the DNR's annual gross revenues from Federal procurement contracts and Federal financial

- ii. assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- b. Total compensation means the cash and noncash dollar value earned by the executive during the DNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 2. The DNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 3. The DNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist

submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

4. The DNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the DNR unless and until the DNR is in full compliance with the above requirements.

## II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the DNR for the receipt and disbursement of federal funds and will act in accordance herewith.

### B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the DNR copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.
3. MnDOT will review and certify the DBE participation and notify the DNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then DNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the DNR must make up any shortfall.
4. MnDOT will provide the required labor postings.

### C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the DNR, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the DNR will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the DNR may continue the work with local funds only, until such time as MnDOT is able to process

the federal aid reimbursement requests.

- D. **AUTHORITY.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.
  - E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The DNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **AUTHORIZED REPRESENTATIVES.** Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.
- A. The DNR authorized representative is Kent Skaar, Acquisition and Development Section Leader, 500 Lafayette Road, St. Paul, MN 55155, 351-259-5636, or his successor.
  - B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.
- IV. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- V. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. **AMENDMENTS.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. **CANCELLATION.** This agreement may be canceled by the DNR or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the DNR as set forth in this Agreement. In the event of such a cancellation the DNR will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
- IX. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

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

DNR

DNR certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: [Signature]

Date: 4/1/13

Title: Deputy Director, Parks & Trails

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

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

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

DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: Director,

State Aid for Local Transportation

Date: 4/3/13

Mn/DOT Contract Management

~~COMMISSIONER OF ADMINISTRATION~~

By: [Signature]

Date: 4/5/2013

032713  
CJA

DNR Encumbered  
Rama Ochs  
March 28, 2013  
SC# 60182

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Corrections, MINNCOR Industries, 1450 Energy Park Drive, Suite 110, St. Paul, MN 55108, "MINNCOR" and Minnesota Department of Transportation, 6000 Minnehaha Avenue, Fort Snelling, 720, St. Paul, MN 55111, "MnDOT" for the purpose of addressing the need for snow plow truck parts and components.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** The date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 06/30/2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Appendices:** Appendices A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

This entire scope of work falls under Source Type: 2560 Tires and Parts.

The Minnesota Department of Transportation (MnDOT) fabricates their own snow plow trucks in-house and with assistance from third-party vendors. Many of the parts and components for adapting a standard cab/chassis truck into a functional snow plow truck have been designed by MnDOT staff. These items have then been mass produced by MINNCOR industries at the Stillwater Correctional Facility. The overall scope of this agreement is to clarify this partnership agreement between the two agencies with regard to supplying these items for both current production and on-going support needs.

MnDOT has over 800 snow plow trucks dedicated to clearing snow and ice from the state's highway system. These trucks are typically kept in-service for over 12 years. MnDOT has made a commitment to replace 57 of these trucks each year for the next 14 years. In order to help facilitate the timely procurement of raw materials needed for the construction of these parts MnDOT is further committing to utilize MINNCOR as the provider of the parts and components listed in Appendix A for between 55-60 trucks per year.

MINNCOR agrees to provide for MnDOT the parts and components listed in Appendix A

**2.1 MnDOT Duties:**

- 2.1.1 Establish a detailed listing of parts/components, to be supplied by MINNCOR, annually to complete the fabrication of snow plow truck order, based on current design. Pricing and stocking levels, for each is established and reviewed annually.
- 2.1.2 As soon as possible, issue a Purchase Order (PO) to MINNCOR for the items identified in 2.1
- 2.1.3 Communicate to MINNCOR any part/component changes or modifications as soon as they become known to MnDOT.
  - 2.1.3.1 If such changes/modifications results in the need for pricing adjustments a change order to the PO will be completed to reflect the price change.
  - 2.1.3.2 If such changes/modifications are identified on items previously completed by MINNCOR in compliance with previously agreed upon design, MnDOT shall



either be required to pay for necessary modification or accept completed items to be used as support inventory, at the mutual agreement of both parties.

- 2.1.4 Notify MINNCOR within ninety (90) days of intent to discontinue or dramatically reduce the quantity of products requested in 2.1 or Appendix A.
- 2.1.5 Establish a detailed listing of parts/components, to be supplied by MINNCOR, as needed to support the existing fleet of MnDOT snow plow trucks. Items will include current as well as previous year's designs. Pricing and stocking levels, for each is established and reviewed annually. Items and order points listed in Appendix B
- 2.1.6 Upon receiving of any order, or any partial order, which satisfactorily meets the design standards, MnDOT will process for payment to MINNCOR all invoiced deliveries within 30 days.

## 2.2 MINNCOR's Duties:

- 2.2.1 Provide pricing for items identified in Appendixes A and B on an annual basis no later than the first of May.
- 2.2.2 Identify and begin procuring raw material needed to complete the fabrication of items listed on Appendixes A and B in a manner which provides for the most timely completion and delivery of these items to MnDOT.
- 2.2.3 Stock an inventory of replacement truck parts, and order points, as per Appendix B. This list will not exceed \$50,000 in value at any given time.
- 2.2.4 Maintain inventory levels and manage restocking orders as per Appendix B.

## 3 Consideration and Payment

- 3.1 MINNCOR will invoice MnDOT monthly for all items ordered off of Appendixes A or B along with any applicable freight charges.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MINNCOR under this agreement's Appendix B will not exceed \$50,000.00 annually.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to MINNCOR under this agreement's Appendix A will not exceed \$500,000.00 annually.
- 3.4 The total obligation of MnDOT for this entire agreement will not exceed \$1,650,000.00.

## 4 Conditions of Payment

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

- 4.1 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 MINNCOR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MINNCOR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MINNCOR within 30 days of receipt of such invoice.
- 4.2 MINNCOR must create and deliver an invoice to MnDOT.
- 4.3 MnDOT will make payment within 30 days for either receipt of invoice or product, whichever is the later.

## 5 Authorized Representative

MINNCOR's Authorized Representative is Guy Piras, CEO, 1450 Energy Park Drive, Suite 110, St. Paul, MN 55108, telephone number: 654-3617501, or his successor.

MnDOT Fort Snelling's Authorized Representative is Robert Ellingsworth, Fleet Manager, 6000 Minnehaha Avenue, St. Paul, MN. 55111, telephone number: 651-366-5704, 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 to the extent permitted by law.

8 **Termination**

Either party may terminate this agreement at any time, with or without cause, upon 90 days' written notice to the other party. MnDOT will reimburse actual expenses associated to MINNCOR for the purchase of raw material and work in process in connection to items listed in appendix A.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**SUPPLIER CONTRACT**

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 9-19-13

SWIFT Contract (SC) ID No. 68880

Purchase Order (PO) ID No. N/A

**MnDOT**

By: [Signature]  
(with delegated authority)

Title: Division Director

Date: 9/30/13

**MINNCOR\***

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

By: [Signature]

Title: CEO

Date: 9-6-2013

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 10/1/2013

## Appendixes A

OK to Order								Cust ID # 790910		
Priority	PART#	Item Description	See notes	PO#	QTY	PRICE PER UNIT	TOTAL PRICE	Part Status	MARK SET DUE DATE	MINNCOR SO#
1a	1077995300	Cab Mast Assy 2010 IH	Build as is	3000086091	48	324.25	15,564.00			
1b	1077967711	Cab Mast Brace 54-1/2"	Build as is	3000086086	48	35.30	1,694.40			
1c	1077967720	Cab Mast Brace Bracket	Build as is	3000086089	48	17.30	830.40			
1d	1077950700	Fuel tank relocation bracket	Build as is	3000086140	92	8.45	777.40			
2a	1077998030	Underbody Push Plate - IH RH CL35	Build as is	3000086212	28	103.10	2,886.80			
2b	1077998035	Underbody Push Plate - IH LH CL35	Build as is	3000086205	28	94.80	2,654.40			
3a	1077989702	Winghead Assy RH Rear Wing	Build as is	3000086236	39	649.66	25,336.74			
3b	1077988910	Push Plate, Rear Wing (LH & RH)	Build as is	3000086228	96	70.80	6,796.80			
3c	1077990110	Universal Brace Bracket	Build as is	3000086223	49	18.80	921.20			
3d	1077982500	Wing Head Brace 24"	Build as is	3000086126	49	19.30	945.70			
3e	1077982600	Wing Head Brace 26"	Build as is	3000086131	98	20.50	2,009.00			
3f	1077950400	Toe Arm With Pulley	Build as is	3000086133	49	27.35	1,340.15			
4a	1077981720	Pintle Hook Mount, 05 Sterling & 2010 IH	Build as is	3000086189	19	305.00	5,795.00			
4b	1077985120	Triple I.D. Plate	See Notes	3000086146	38	47.55	1,806.90			
4c	1077981721	I.D. Plate Mount	Build as is	3000086182	76	11.10	843.60			
4d	1077901600	Mount, Fender Center CL35 non-wing side	Build as is	3000086149	27	20.15	544.05			
5a	1077990425	CL35 RH Push Pole Support, Rear Wing	See Notes	3000086235	25	639.50	15,987.50			
5b	1077990510	CL35 Push Pole Support Spacer	Build as is	3000086230	29	23.10	669.90			
5c	1077990700	Cable Lift Assy Rear Wing RH	Build as is	3000086231	40	230.28	9,211.20			
5d	1077989020	Cable Lift Bracket (LH & RH) 2010 IH 33 & 35	Build as is	3000086225	49	16.15	791.35			
5e	1077990910	Cable Lift Mount (RH) 2010 IH 33 & 35	Build as is	3000086227	40	22.76	910.40			
5f	1077993135	Spacer, Cable Lift, CL35, 2011 IH	See notes	3000086105	29	36.25	1,051.25			
6a	1077997420	Mount Power Distribution	Build as is	3000086190	48	28.30	1,358.40			
6b	1077997620	Bracket, Panel, Interior	Build as is	3000086144	96	5.10	489.60			
6c	1077997410	Mount Radio 2-Way	Build as is	3000086192	48	25.55	1,226.40			
7a	1077985400	Hose Bracket T head (CL 33 & 35- 1 per truck)	Build as is	3000086142	48	14.50	696.00			
7b	1077926900	Flag Staff Holder LH	Build as is	3000086121	48	18.41	883.68			
7c	1077927000	Flag Staff Holder RH	Build as is	3000086122	48	18.41	883.68			
8a	1077988800	Winghead Assy LH Rear Wing	Build as is	3000086244	9	692.95	6,236.55			
8b	1077990325	CL35 LH Push Pole Support, Rear Wing	See Notes	3000086242	4	761.15	3,044.60			
8c	1077990600	Cable Lift Assy Rear Wing LH	Build as is	3000086237	9	255.16	2,296.44			
8d	1077990920	Cable Lift Mount (LH) 2010 IH 33 & 35	Build as is	3000086226	9	25.08	225.72			
9a	1077989701	Winghead Assy RH Dual Rear Wings	Build as is	3000086245	1	1,076.70	1,076.70			
9b	1077988801	Winghead Assy LH Dual Rear Wings	Build as is	3000086247	1	1,076.70	1,076.70			
10a	1077998015	Underbody Push Plate - IH RH CL33	Build as is	3000086202	18	107.80	1,940.40			

10b	1077998010	Underbody Push Plate - IH LH CL33	Build as is	3000086198	18	100.05	1,800.90		
10c	1077993220	Pintle Hook Mount CL33 (RH Rear Wing)	Build as is	3000086233	10	232.49	2,324.90		
10d	1077993125	CL 33 RH Push Pole Support Rear Wing	See Notes	3000086234	15	372.85	5,592.75		
10e	1077990209	Spacer, Cable Lift, CL33, 2011 IH	See Notes	3000086114	20	30.54	610.80		
11a	1077990205	CL 33 LH Push Pole Support Rear Wing	See Notes	3000086241	5	387.95	1,939.75		
11b	1077989920	Pintle Hook Mount CL33 (LH Rear Wing)	Build as is	3000086239	8	244.41	1,955.28		
12a	1077952000	Cab Shield Assy	See Notes		48	392.45	18,837.60		
12b	1077967722	S. S. License Plate Mount	Build as is	3000086185	48	12.40	595.20		
12c	1077901700	Mount, Fender Center CL35 Wing Side	Build as is	3000086151	29	34.95	1,013.55		
12d	1077985500	Bracket, Bumper Stop	Build as is		49		0.00		
12e	1077935300	Push Pole - With 1/2" Shear Pin	Build as is	3000086137	49	195.35	9,572.15		
12f	1077987500	Box Wiper Assy	Build as is	3000086074	48	480.85	23,080.80		
12g	1077990004	Plow Light Mount LH 2010 IH	Build as is	3000086221	48	35.51	1,704.48		
12h	1077990005	Plow Light Mount RH 2010 IH	Build as is	3000086222	48	35.51	1,704.48		
12i	1077987510	Cab Shield Extension CL 33	Build as is	3000086099	20	50.20	1,004.00		
12j		Tool Box	See Notes		48		0.00		
12k	1077914900	Mount, Tool Box, 2010 IH	Build as is	3000088750	48	41.99	2,015.52		
12l	1077911000	Auger Speed Sensor Cover	See notes	3000090555	52	37.36	1,942.72		
No Order	1077989930	Pintle Hook Mount CL33 (Dual Rear Wings)	No Order		0	0.00	0.00		
No Order	1077998045	Underbody Push Plate - IH RH CL35 - Bench	No Order		0	0.00	0.00		
No Order	1077998040	Underbody Push Plate - IH LH CL35 - Bench	No Order		0	0.00	0.00		
No Order	1077901800	Sander Display Mount 2008	No Order		0	0.00	0.00		
No Order	1077901500	Sander Mouse Mount 2008	No Order		0	0.00	0.00		
							196,497.89		

	1047790003	Plow Light Mount Brace, LH	See Notes	3000088717	80	8.76	700.80		
	1047790006	Plow Light Mount Brace, RH	See Notes	3000088718	80	8.76	700.80		
	1077914900	Mount, Tool Box, 2010 IH - Bracket	Build as is	3000088753	82	41.99	3,443.18		

13a	1077991100	9ft RH Rear Mount Wing Plow	See Notes	3000084578	38	1,184.12	44,996.56		
13b	1077991000	9ft LH Rear Mount Wing Plow	See Notes	3000084578	9	1,282.55	11,542.95		
13c	1077997800	9ft RH Rear Mount Wing Plow	See Notes	3000084578	2	1,599.09	3,198.18		

## Appendixes B

Priority List	QTY	Inventory#	Item description	Current Price	Top QTY	Budget	Threshold QTY
	40	1077946000	Wing slide	\$ 54.10	40	\$ 2,164.00	20
	40	1077946100	Slide	\$ 162.33	40	\$ 6,493.20	20
	40	1077935200	Inner push pole	\$ 70.00	40	\$ 2,800.00	20
	40	1077935100	Outer push pole	\$ 95.00	40	\$ 3,800.00	20
	40	1077920700	Push pole spring	\$ 30.00	40	\$ 1,200.00	20
	40	1077935300	Push pole whole assemble includes: push pole spring, outer and inner pole with clevis	\$ 195.35	40	\$ 7,814.00	20
	40	1077920800	Clevis threshold of 20 for all other items	\$ 28.00	40	\$ 1,120.00	20
	2000	1470000060	Sample bags threshold 1000	\$ 2.60	2000	\$ 5,200.00	1000
	2000	1470000030	Sample bags threshold 1000	\$ 2.40	2000	\$ 4,800.00	1000
	5	1077951800	Cab shield 2004 and older	\$ 370.00	5	\$ 1,850.00	2
	5	1077952000	Cab shield 2005 and newer	\$ 700.00	5	\$ 3,500.00	2
	2	1077989700	Winghead Assy RH Rear Wing	\$ 649.66	2	\$ 1,299.32	
	1	1077988800	Winghead Assy LH Rear Wing	\$ 649.66	1	\$ 649.66	
	300	1077913200	Pulleys - 6 pulleys per truck	\$ 20.25	300	\$ 6,075.00	200
			Items will be stocked at Stillwater	<b>\$ 3,029.35</b>	<b>4593</b>	<b>\$ 48,765.18</b>	<b>2344</b>



Minnesota Department of Transportation  
 Office of the Chief Counsel, Contract Management Section  
 395 John Ireland Blvd, MS 130  
 St Paul, MN 55155

Office Tel: 651-366-3009  
 Fax: 651-366-3555

## Contract Routing/Approval Checklist

TO: Routing/Task Checklist

FROM: Susan Berndt

DATE: September 9, 2013

MnDOT Contract # **68880** 04135  
 Contract is between MnDOT and: Minnesota Dept of Corrections  
 Project Identification/Description: Snowplow Truck Parts

Please review, approve and forward. Thank you.

Routing/Task Checklist	Contact Name	Contact Info	Date
1. Encumbrance verification	Charlie Giddings	MS: 255	<i>CB 9/18/13</i>
2. Contract Management	Susan Berndt	MS: 130	
3. Return to:	Bob Ellingsworth	MS: 720	

Minimum Originals: 1  
 [1] Originator – Bob Ellingsworth

*Do Supplier Contract  
 Categories  
 24100000  
 22101710*



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Project Identification:** St. Croix River Crossing

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

**Recitals**

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

**Agreement**

**1 Term of Agreement**

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

**2 Scope of Work**

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

**3 Consideration and Payment**

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

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

**4 Conditions of Payment**

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

**5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative and Project Manager will be:

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

- 5.2 DNR Authorized Representative will be:

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

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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: Karen Parsons

Date: 6-7-2013

SWIFT Contract (SC) ID No.: 63378

Purchase Order (PO) ID No.: 3-127514

**DNR\***

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

By: [Signature]

Title: Acting Director

Date: 6/6/13

**MnDOT**

By: [Signature]  
(with delegated authority)

Title: Director of HR, Acting

Date: 6-7-13

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Title: Contracts Administrator

Date: 6/7/2013

<b>STATE OF MINNESOTA ENCUMBRANCE WORKSHEET</b>	MnDOT Agreement No.	04156
	Federal Project No.	
	State Project No.	St. Croix River Crossing

AGREEMENT TYPE (Check appropriately)		State Accounting Information		AMENDMENT INFORMATION	
<input type="checkbox"/>	Annual Plan Agreement (APK)	Swift Contract (SC) ID #:		Amendment	Yes or No
<input type="checkbox"/>	Work Order Agreement (MWK)	63378		If yes:	
<input type="checkbox"/>	• T-Number:	Purchase Order (PO) ID #:		<input type="checkbox"/>	Amend expiration date
<input type="checkbox"/>	• SC #:	3000127514		<input type="checkbox"/>	Change Total Contract Amount
<input type="checkbox"/>	Interagency (LAK)	Encumbered by:		Amendment Amount	\$000,000.00
<input type="checkbox"/>	Partnership	Kever Parano			
<input type="checkbox"/>	• Receivable	Date: 6-7-2013			
<input type="checkbox"/>	• Payable				
<input type="checkbox"/>	Other Contract Type (PTK)				

Agency	Fiscal Year	Vendor ID:
TRANSPORTATION	2013 - \$50,000	
Total Contract Amount:	Amount of Contract for Current FY:	
\$800,000.00	\$150,000.00 per year 2014 thru 2018	

Accounting Line 1:		Accounting Line 2:		Accounting Line 3:	
Fund Code:	2700	Fund Code:		Fund Code:	
Fin. Dept.:	T7939050	Fin. Dept.:		Fin. Dept.:	
Approp ID:	T790058	Approp ID:		Approp ID:	
Category:	76122405	Category:		Category:	
Account :	430011	Account :		Account :	
Project:	T9R107	Project:		Project:	
Source Type:	2644	Source Type:		Source Type:	
Amount to Encumber:	\$150,000.00	Amount to Encumber:		Amount to Encumber:	

Agreement Start Date (Upon execution)	Agreement Expiration Date	Contract Administrator
June 7, 2013	June 7, 2018	Ryan Gaulke
		Phone number: 651-366-3057

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Transportation (DOT) and Minnesota Department of Natural Resources.

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* This Agreement will be effective on the latest date signed by both parties.
- 1.2 *Expiration date:* This Agreement will remain in effect until 5 years after the effective unless terminated earlier pursuant to Article 8.

**2 Scope of Work**

At the DOT's discretion, the DOT may provide trained firefighters and equipment when requested by the DNR to assist with prescribed burns and wildland fire. DOT personnel must meet minimum training as required for all DNR firefighters and must attend an annual safety refresher. Additional non-operational fire duties may be filled by DOT personnel meeting the requirements for that specific duty. Tracking of individual fire training records for DOT personnel will be done by the DOT and entered into IQS by the DNR Fire Training Specialist at MIFC. DOT personnel and equipment may be requested for working on an ongoing wildland fire or to provide staff and equipment to meet the DNR's daily staffing needs. Duties may include direct fire suppression, either as a hand crew or engine crew, staffing for fire suppression at a DNR Forestry Area office or at other designated locations. While providing staffing, personnel may be assigned non-fire project work. DOT personnel must meet all safety requirements for PPE as outlined in Chapter 11 of the Wildfire Protection Business Manual.

At the DNR's discretion, the DNR may provide trained Burn Boss 2's and other firefighting resources when requested by the DOT. DNR may help the DOT conduct prescribed burns with trained and qualified Burn Boss 2's. Duties may include assistance in planning burns, determining appropriate staffing, deciding whether or not the burn can safely be carried out, supervising and managing the burn, and participating in any after action reviews. The DNR Burn Boss will also mentor, instruct and evaluate any DOT Burn Boss trainee assigned to the prescribed burn. Evaluation may include signing off tasks in a Task book and providing a written performance review, as appropriate.

**3 Consideration and Payment**

The agency providing personnel and/or equipment may submit an invoice for actual costs to the requesting agency, who shall process payment within 30 days. Actual costs may include hourly salary for base and overtime hours, normal and customary labor additives and overhead, allowable expenses, fuel or equipment Fleet costs, repairs for documented equipment damages and any supplies used on the assignment.

The total obligation for each agency for all compensation and reimbursements to the other under this agreement will not exceed \$10,000.

**4 Conditions of Payment**

All services provided by providing agency under this agreement must be performed to requesting agency's satisfaction, as determined at the sole discretion of the requesting agency's Authorized Representative. Valid obligations under this Agreement will be promptly paid. The invoicing agency

will create an invoice in SWIFT. Payments will be made via the "bi-lateral netting" process in SWIFT.

**5 Authorized Representative**

Each party's Authorized Representative will be responsible for administering this Agreement, handling invoices and authorizing payments, and giving and receiving any notice required or permitted under this Agreement.

DOT's Authorized Representative is Ken Graeve, MnDOT Prescribed Fire Program Coordinator, 395 John Ireland Blvd, St Paul, MN 55155, 651-366-3613, or his/her successor.

DNR's Authorized Representative is Tom Fasteland, DNR Incident Mobilization Program Supervisor, 402 11<sup>th</sup> St. SE, Grand Rapids, MN 55744, 218-327-4563, or his/her successor.

**6 Amendments**

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

**7 Liability**

Each party will be responsible for its own employees for any workers compensation claims arising from performance of work under this Agreement. DOT will be solely responsible, to the extent authorized by law, for prescribed burns on its right-of-way, notwithstanding the participation of a DNR-assigned Burn Boss. DNR will be solely responsible, to the extent authorized by law for fire activities under its purview, notwithstanding the participation of DOT-assigned personnel.

**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: Sonia Ontiveros 11/16/13  
Date: 08/19/2013 / 9-13-13 147495

**2. DNR**

By: [Signature]  
(With delegated authority)  
Title: Deputy Director  
Date: 10-30-2013

**3. DOT**

By: [Signature]  
(with delegated authority)  
Title: Division Director  
Date: 8/21/2013

Mn/DOT Contract Management

[Signature] 9-17-2013

<b>STATE OF MINNESOTA ENCUMBRANCE WORKSHEET</b>	MnDOT Agreement No.	04850
	Federal Project No.	
	State Project No.	

AGREEMENT TYPE (Check appropriately)		State Accounting Information	AMENDMENT INFORMATION	
<input type="checkbox"/>	Annual Plan Agreement (APK)	Swift Contract (SC) ID #:	Amendment	No
<input type="checkbox"/>	Work Order Agreement (MWK)	68466	If yes:	
<input type="checkbox"/>	• T-Number:	Purchase Order (PO) ID #:	Amend expiration date	
<input type="checkbox"/>	• SC #:	147495	Change Total Contract Amount	
X	Interagency (LAK)	Encumbered by:	Amendment Amount	\$000,000.00
<input type="checkbox"/>	Partnership	Date: 9-13-13		
<input type="checkbox"/>	• Receivable			
<input type="checkbox"/>	• Payable			
<input type="checkbox"/>	Other Contract Type (PTK)			

Agency	Fiscal Year	Vendor ID: Minnesota Dept of Natural Resources
TRANSPORTATION	2014	previously "Vendor Number" R290000000
Total Contract Amount:		Amount of Contract for Current FY:
\$10,000.00		\$2,000.00

Accounting Line 1:		Accounting Line 2:		Accounting Line 3:	
Fund Code:	2700	Fund Code:		Fund Code:	
Fin. Dept.:	T7936200	Fin. Dept.:		Fin. Dept.:	
Approp ID:	T790083	Approp ID:		Approp ID:	
Category:	46191600	Category:		Category:	
Account :		Account :		Account :	
Project:	T06001	Project:		Project:	
Source Type:	0152	Source Type:		Source Type:	
Amount to Encumber:	\$1.00	Amount to Encumber:		Amount to Encumber:	

Agreement Start Date (Upon execution)	Agreement Expiration Date	Contract Administrator Ken Braue See Contract.
		Phone number 651-366-3613

Environmental -044



# Purchase Order



## Transportation Department Environmental Services

### Dispatched

### Phone Dispatch

<b>Purchase Order</b> T7901-3000147495	<b>Date</b> 09/13/2013	<b>Revision</b>	<b>Page</b> 1 of 1
<b>Payment Terms</b> Net 0	<b>Freight Terms</b> FOB PAdd	<b>Ship Via</b> Ground	<b>Event ID</b>
<b>Buyer</b> Thomas M Buse	<b>Phone</b> 651/366-3010	<b>Currency</b> USD	<b>Agency Reference</b> Susan Berndt

**Vendor:**  
R290000000  
NATURAL RESOURCES DEPT  
500 LAFAYETTE RD  
ST PAUL MN 55155  
United States

**Ship To:**  
MNDOT CO ENVT  
STEWARDSHIP  
MS 620 TRANSPORTATION  
BLDG  
395 JOHN IRELAND BLVD  
ST PAUL MN 55155-1800  
United States

**Attention:**  
Not Specified

**Bill To:**  
MNDOT BUSINESS SERVICES  
MS 635 TRANSPORTATION BLDG  
006  
395 JOHN IRELAND BLVD  
ST PAUL MN 55155-1800  
United States

Line - Sch	Item/Description	Tax Exempt ID:	Quantity	UOM	PO Price	Replenishment Option: Standard	Extended Amt	Due Date
1 - 1	04850, Firefighting Interagency Agreement		1.0000	EA	1.00000		1.00	09/13/2013

DIST: 1

#### Charifields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	1.000

GLUnit	Account	Fund	Dept	Budget Yr
MN001	471608	2700	T7936200	2014

#### Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
1.000	USD	USD	T790230010	N

Contract ID: 000000000000000000068466

Contract Line: 1

Schedule Total	1.00
Item Total	1.00
Total PO Amount	1.00

- Show the purchase order number on invoice and all tags, packages and correspondence.
- This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this P.O., second the contract, third the RFP/RFB, and fourth the vendor's response.
- All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.
- Invoicing must match line items on the purchased order.
- The state of MN holds direct Pay Permit 1114, Issued July 1, 1995 and pays tax directly to Revenue. DO NOT CHARGE SALES TAX unless otherwise instructed to do so on this purchase Order or the solicitation document.
- Payment terms are Net 30 unless a discount is offered for early payment.

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

**Unauthorized**

**PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS  
FOR  
UTILITIES AND ACCESS TO BUILDING**

This Agreement is between the State of Minnesota acting through its Commissioner of the **Minnesota Department of Transportation** ("MnDOT") and the **Minnesota Department of Veterans Affairs** ("MDVA"), acting through its Commissioner for the benefit of the Minnesota Veterans Home Hastings, located at: 1200 East Eighteenth Street, Hastings, Minnesota 55033.

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of MnDOT 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 services to each other. MnDOT will provide MDVA with access to the MnDOT Hasting Truck Station. The MDVA provides the MnDOT Hasting Truck Station with utilities to operate the facility. (MnDOT originally purchased the building from MDVA and the utilities are still tied into the MDVA system).
3. This agreement will replace MnDOT Agreement 93477 which expired on June 30, 2013.
4. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate State and MDVA officials pursuant to Minnesota law.
  - 1.2 **Expiration date.** This Agreement will expire on **June 30, 2018**, unless terminated earlier pursuant to Article 11.
2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide the MDVA with updates on the service MnDOT is receiving.
  - 2.1 **MnDOT responsibilities.**
    - 2.1.1 Retroactively pay for all utility services provided to MnDOT that have been billed to MDVA since June 30, 2013, when MnDOT Agreement 93447 expired.
    - 2.1.1 Provide access to the MnDOT Hastings Truck Station.
    - 2.1.2 Meet with the MDVA at least annually to verify MnDOT needs are being met and confirm any adjustments.
    - 2.1.3 Pay MDVA for utility services provided per Article 3 below.
  - 2.2 **MDVA responsibilities.** MDVA will:
    - 2.2.1 Provide MnDOT utility services consisting of heat, electricity, sewer, and water to the building that MnDOT occupies at 921 East Twenty-first Street, Hastings, Minnesota 55033 (MnDOT Hastings Truck Station).

- 2.2.2 Invoice MnDOT for utility services for the period between the expiration of MnDOT agreement 93447 on June 30, 2013, and the execution and approval of this agreement.
- 2.2.3 Invoice MnDOT quarterly for utility, maintenance and administrative charges.
- 2.2.4 Take reasonable safety, security and environmental protection measures at the site and comply with MnDOT's regulations.
- 2.2.5 Meet with the MnDOT at least annually to verify usage, estimate future needs and confirm any adjustments.

### 3. Terms of Payment

- 3.1 **Compensation.** MnDOT will compensate MDVA for services provided under this agreement on a square foot per year basis as follows:

- 3.1.1 The utility charge calculation is 30,000 square feet at the rate of \$1.94 per square foot per year.
- 3.1.2 The maintenance charge will be \$.57 a square foot per year.
- 3.1.3 The administration charge will be \$.14 a square foot per year
- 3.1.4 The quarterly charge will be \$19,875.00.

$$((\$1.94 + \$0.57 + \$0.14) \times 30,000 \text{ sf}) / 4 \text{ quarters in a year} = \$19,875$$

- 3.1.5 MDVA reserves the right to adjust its costs annually. MDVA will provide at least 30 days' notice of any such changes to MnDOT.

- 3.2 **MnDOT's total obligation** will not exceed \$397,500.00.

- 3.3 **MDVA will invoice MnDOT** as follows:

- 3.3.1 Upon execution of this agreement and quarterly thereafter.
- 3.3.2 MnDOT will make payment to the order of the Minnesota Veterans Home Hastings. Remit payment to the address below:

Accounts Payable: Attn: Mark Kryzer  
 Minnesota Department of Veterans Affairs  
 Minnesota Veterans Home Hastings  
 1200 East Eighteenth Street  
 Hastings, Minnesota 55033

### 4. Authorized Representatives

- 4.1 **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.

- 4.2 **MnDOT's Authorized Representative** is

Name:	Mark Fischbach	or his successor.
Title:	Clear Roadways Superintendent	
MnDOT -	Operations/ Metro District	
Street Address:	1500 West Co. Rd. B2 MS 250	
City State Zip:	Roseville MN 55113	
Telephone:	651-234-7907	
Email:	mark.fischbach@state.mn.us	

- 4.3 **MDVA's Authorized Representative** is:

Name:	Andrew Burnside	or his successor.
Title: Business	Administrator	
Other Party/Local	Minnesota Veterans Home Hastings	
Gov't Name:		
Billing Address:	1200 East Eighteenth Street	
City State Zip:	Hastings, Minnesota 55033	
Telephone:	651-539-2401	
Email:	andrew.burnside@state.mn.us	

5. **Liability:** Each party is solely responsible for its own acts or omissions associated with the services covered by this Agreement.
6. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of MnDOT and MDVA relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.
7. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.
8. **Government Data Practices:** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.
9. **Assignment and Amendments**
  - 9.1 *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.
  - 9.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.
10. **Waiver; Contract Complete**
  - 10.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
  - 10.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
11. **Termination** This Agreement may be terminated by either party, with or without cause, upon 180 days written notice to the other party.

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

1. State Encumbrance Verification

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

Print name: Gregory O'Brien  
Signature: [Signature]  
Title: Buyer II Date: 04/28/15

SWIFT Contract

No.: 92233 3000238340

3. State Agency: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS; MINNESOTA VETERANS HOME HASTINGS

With delegated authority

Print name: Andrew Burnside  
Signature: [Signature]  
Title: Administrator Date: 11-3-14

Print name: Robin L. Gusted  
Signature: [Signature]  
Title: Deputy Commissioner Date: 11/18/14

2. COMMISSIONER OF TRANSPORTATION.

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

Print name: Ann Jabr  
Signature: [Signature]  
Title: Asst. Division Director - Operations Date: 5/4/15

4. Commissioner of Administration

As delegated

Print name: Ryan Gaultke  
Signature: [Signature]  
Title: Contracts Administrator Date: 5/5/15

Print name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Print name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**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.

[Remainder of page intentionally left blank]

## 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](mailto: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](mailto: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 of 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.

**[Remainder of page intentionally left blank – signature page follows]**

**Minnesota Department of Transportation**  
Approved

By: [Signature]

Title: Division Director

Date: 3/31/14

MnDOT Contract Management:

(as to form)

[Signature] April 2, 2014

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**Minnesota Department of Public Safety**  
Approved

By: [Signature]

Title: LT. COLONEL

Date: 3-28-14

State Encumbrance Verification

By: Rita Strafel da

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**

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

Minnesota Department of Transportation						
Space Location and Type	Who	SQ. FT.		Charged	Not Charged	
<b>District 1</b>						
<b>Duluth HQ - T7910090221</b>						
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
<b>Virginia HQ - T7915090123</b>						
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
<b>Carlton S.B. 35 - T7910090284</b>						
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						
<b>Thompson Hill Patrol Building - T7910092141</b>						
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
<b>Saginaw Scale - T7910092125</b>						
Office Space	CV4750	866	Changed from B44 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						
<b>Kettle River Rest Area - T7910095105</b>						
Office Space	MSP2700	132				132
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
<b>General Andrews Rest Area - T7910095106</b>						
Office Space	MSP2700	132				132
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
<b>Totals</b>						
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	
<b>District 2</b>						
<b>Bemidji HQ - T7920090330</b>						
Office Space	MSP3200	375		375		
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space	MSP3200	2				2
<b>Thief River Falls TS - T7920090533</b>						
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						
<b>Ada TS - T7920090517</b>						
Office Space	MSP3200	141		141		
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
<b>Bagley TS - T7920090317</b>						
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						
<b>Hallock TS - T7920090516</b>						
Office Space	MSP3200	142		142		
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
<b>Roseau TS - T7920090536</b>						
Office Space						
Heated Storage	MSP3200	100	Approx. - no charge			100
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
<b>Erskine Scale - T7925092042</b>						
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						
<b>Totals</b>						
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
<b>District 3A</b>					
<b>Baxter HQ - T7930090443</b>					
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
<b>Wadena TS - T7930090450</b>					
Office Space	MSP2900	152		152	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Brainerd Lakes Welcome Center - T7930095312</b>					
Office Space	MSP2800	345			345
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>					
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
<b>District 3B</b>					
<b>St Cloud HQ - T7935090735</b>					
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					
<b>Buffalo TS - T7935090753</b>					
Office Space					
Heated Storage	MSP2600	172	On mezzanine. No charge by agreement??		172
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Monticello TS - T7935090742</b>					
Office Space					
Heated Storage					
Cold storage					
Yard Storage	MSP2600	540	Proposed Command Vehicle Parking		540
Secured Yard Storage					
Parking Space	MSP2600	1			1
<b>Central Minnesota TIC - T7935095360</b>					
Office Space	MSP2600	99			99
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Enfield Rest Area - T7935095354</b>					
Office Space	MSP2600	121			121
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Sauk Centre TS - T7935090772</b>					
Office Space	MSP2600	121		121	
Heated Storage	MSP2600	170		170	
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2600	1			1
<b>Totals</b>					
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
<b>District 4</b>					
<b>Detroit Lakes HQ - T7940090616</b>					
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					
<b>Morris HQ - T7945090820</b>					
Office Space	MSP2600	114		114	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Alexandria TS - T7945090818</b>					
Office Space	MSP2900	216	On mezzanine	216	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Fergus Falls TS - T7940090615</b>					
Office Space	MSP2900	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Red River Weigh Scale - T7940092054</b>					
Office Space	CV4760	2,501			2501
Heated Storage	CV4760	2,145			2145
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>					
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
<b>District 6A</b>					
<b>Rochester HQ - T7960091225</b>					
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
<b>Preston TS - T7960091216</b>					
Office Space	MSP2100	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Winona TS - T7960091218</b>					
Office Space	MSP2100	211		211	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>					
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
<b>District 6B</b>					
<b>Owatonna HQ - T7965091327</b>					
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
<b>Albert Lea TS - T796509132719</b>					
Office Space	MSP2100	372		372	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Red Wing TS - T7965091354</b>					
Office Space	MSP2100	148		148	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>					
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
<b>District 7E</b>					
<b>Mankato HQ - T7965091445</b>					
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
<b>Totals</b>					
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
<b>District 7W</b>					
<b>Windom HQ - T7975091445</b>					
Office Space	MSP2300	252		252	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2300	1			1
<b>Luverne TS - T7975091609</b>					
Office Space	MSP2300	55	2 desks in a shared office area	55	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>St James TS - T7975091632</b>					
Office Space	MSP2200	170	Revised from 172 to match Archibus	170	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Worthington Weigh Scale - T7975092119</b>					
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					
<b>Jackson Truck Station - T7965091616</b>					
Office Space					
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space			1 Parking space????? See MSP Space and Location report		1
<b>Totals</b>					
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
<b>District 8</b>					
<b>Marshall HQ - T7980091523</b>					
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
<b>Hutchinson TS - T7980091030</b>					
Office Space	SP	283		283	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Pipestone TS - T7980091542</b>					
Office Space	SP	253		253	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>					
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
<b>District Metro</b>					
<b>Golden Valley HQ - T7990090931</b>					
Office Space - T7990090938	MSP2500	4,741	5334	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					
<b>Oakdale HQ - T7990091138</b>					
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
<b>RTMC - T7990091195</b>					
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					
<b>Maple Grove TS - T7990090992</b>					
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				
<b>Maplewood TS - T7990091117</b>				
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				
<b>Chaska TS - T7990090926</b>				
Office Space	MSP2500	101		101
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
<b>Maryland Ave TS - T7990091165</b>				
Office Space	MSP2400	140		140
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
<b>Daytonport Weigh Scale - T7990092139</b>				
Office Space	CV4730	565		565
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
<b>First Building - T7990090906</b>				
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				
<b>Elm Creek Rest Area - T7990095500</b>				
Office Space	MSP2500	189		189
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				

<b>St Croix Rest Area - T7990095903</b>				
Office Space	MSP2400	427		427
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
<b>St Croix Weigh Scale - T7990092129</b>				
Office Space	CV4730	1,389		1,389
Heated Storage	CV4730	1,330		1,330
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
<b>SEE METRO DISTRICT TOTALS NEXT PAGE</b>				
<b>METRO DISTRICT TOTALS</b>				
<b>Totals</b>				
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	

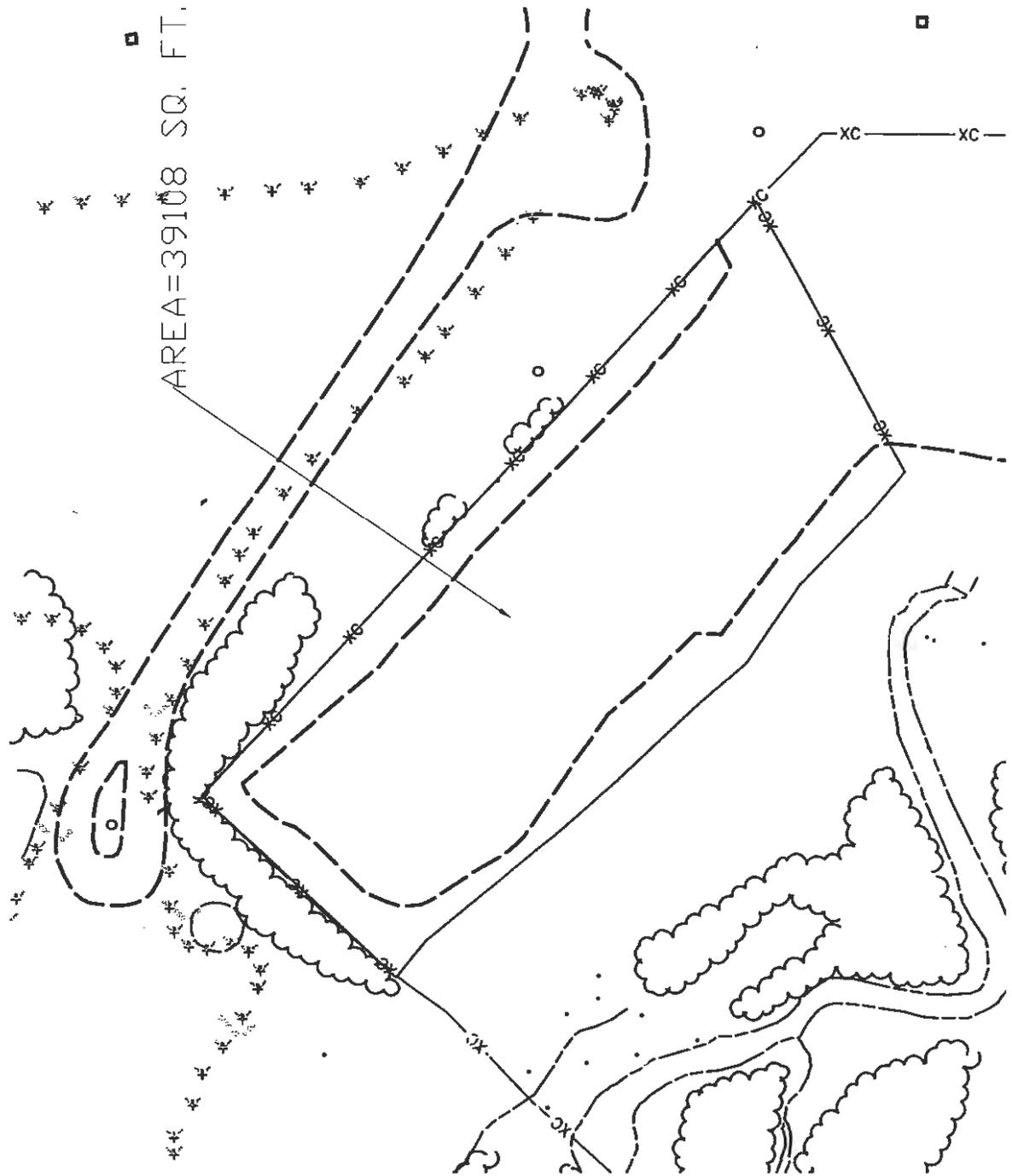
Heated Storage	RTMC	360	Another agreement will cover this space		
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
<b>District 10</b>					
<b>Arden Hills Training Center</b>					
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			

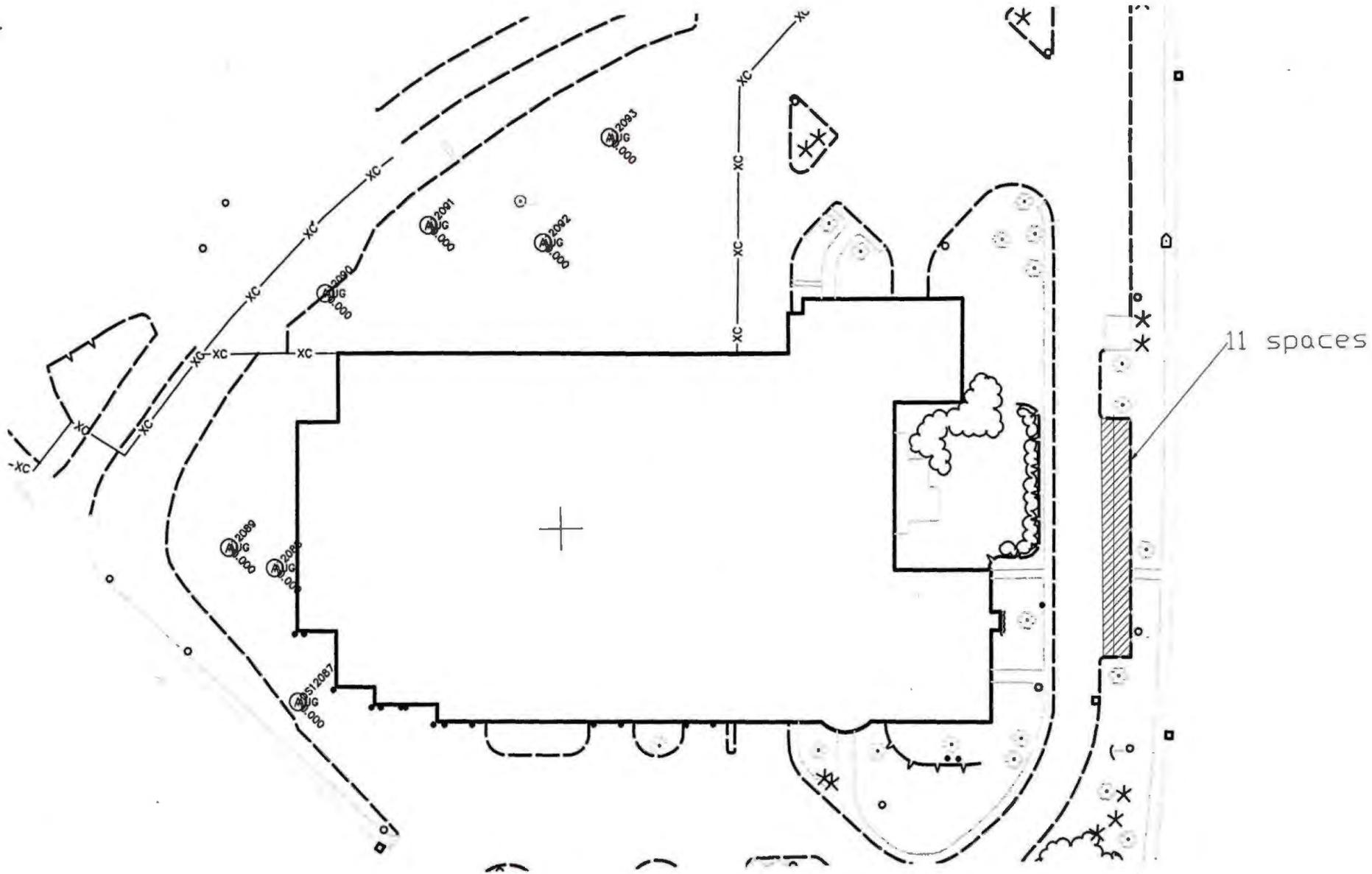
Minnesota Department of Transportation				
Space Location and Type	Who	Total Space Occupied	Charged in Previous Agreement	Not Charged in Previous Agreement
<b>Statewide Totals</b>				
Office Space	SP	64,174	54,835	9,339
Heated Storage	SP	7,869	5,063	1923
Cold storage	SP	9,811	9,427	384
Yard Storage	SP	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				

<b>COMPARISON OF SPACE USED, CHARGED AND NOT CHARGED WITH PREVIOUS RATES AND WITH CURRENT "STREET RATES"</b>				
<b>FOR REFERENCE ONLY</b>				
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	68,633
Heated Storage		14,139	5,063	3,633
Cold storage		9,986	9,427	9,178
Yard Storage(See Notes in Columns)		220,858	148,485	133,440
		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	\$39,557.18
Yard Storage( includes areas below)	\$0.27	\$59,631.66	\$40,090.95	\$36,028.80
<b>TOTAL</b>		<b>\$989,042.12</b>	<b>\$696,357.32</b>	<b>\$783,792.78</b>
	Street Rates (Admin rates averaged \$/ sq. ft./year these rates were averaged from rates given to us by Bev Kroiss 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	
<b>TOTAL</b>		<b>\$2,665,930.72</b>	<b>\$1,871,452.46</b>	

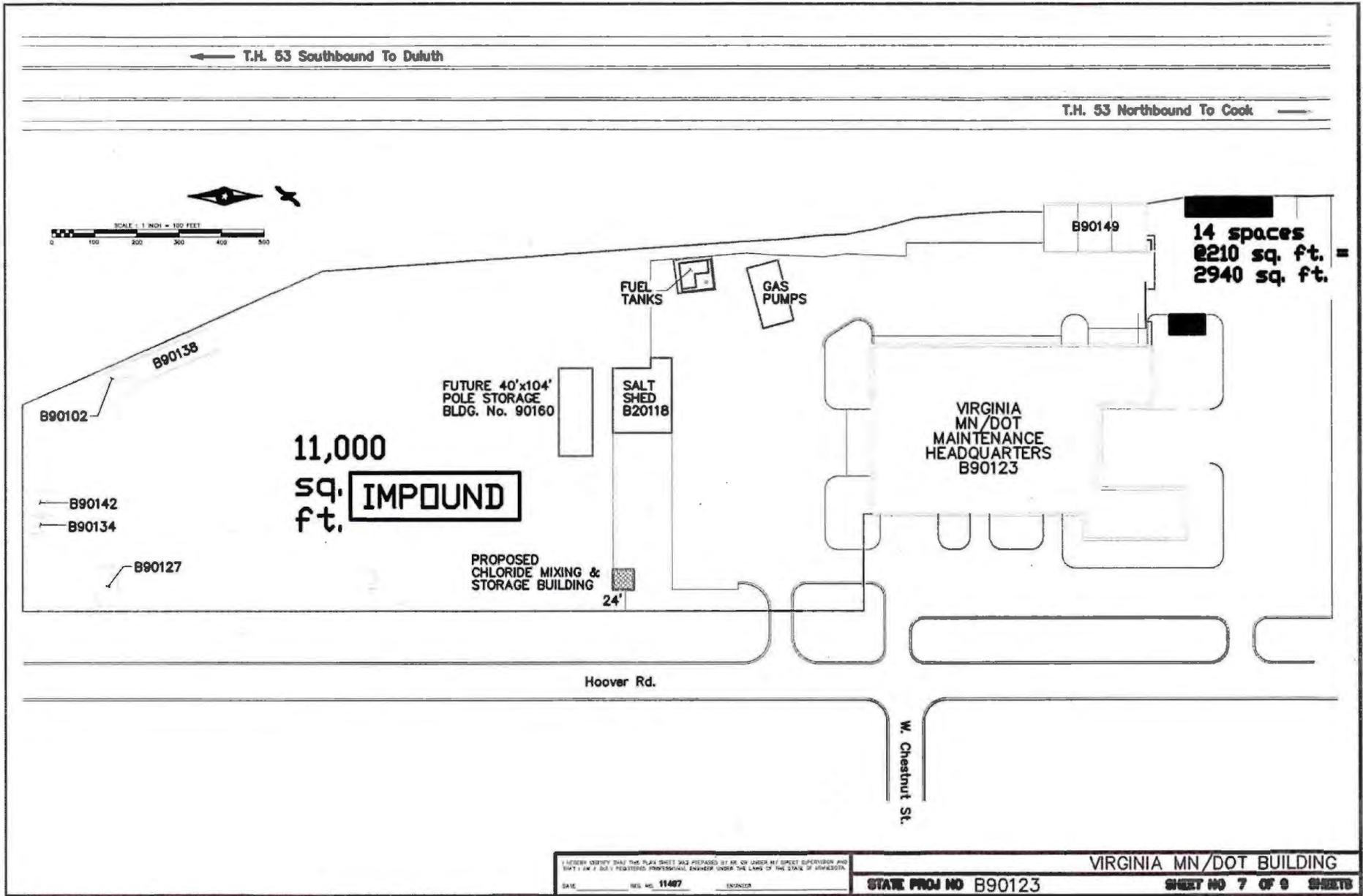
Duluth Headquarters impound lot area measured to outside of fence line.



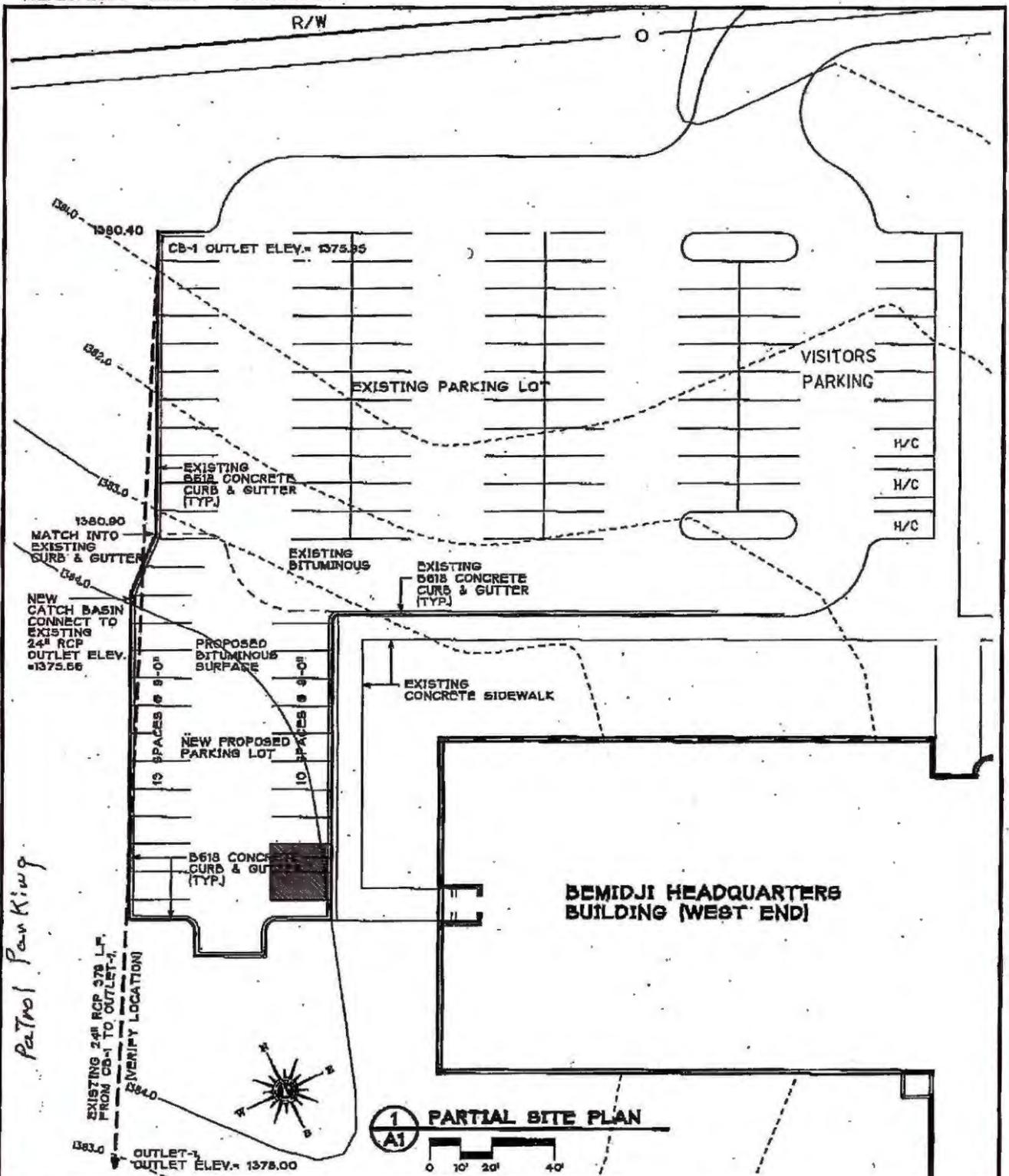
# Duluth HQ Patrol Parking 11 Spaces



# Virginia HQ Yard Storage and Parking (14 spaces total)



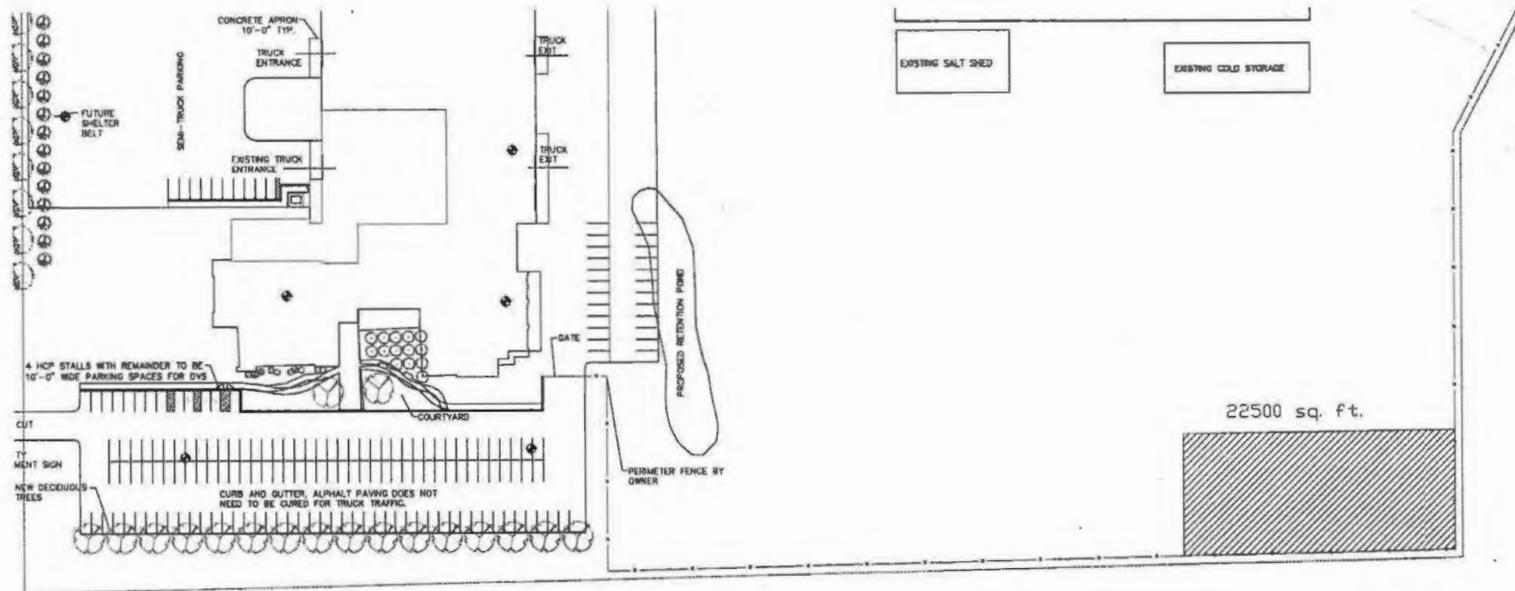
Bemidji HQ Patrol Parking - 2 Spaces

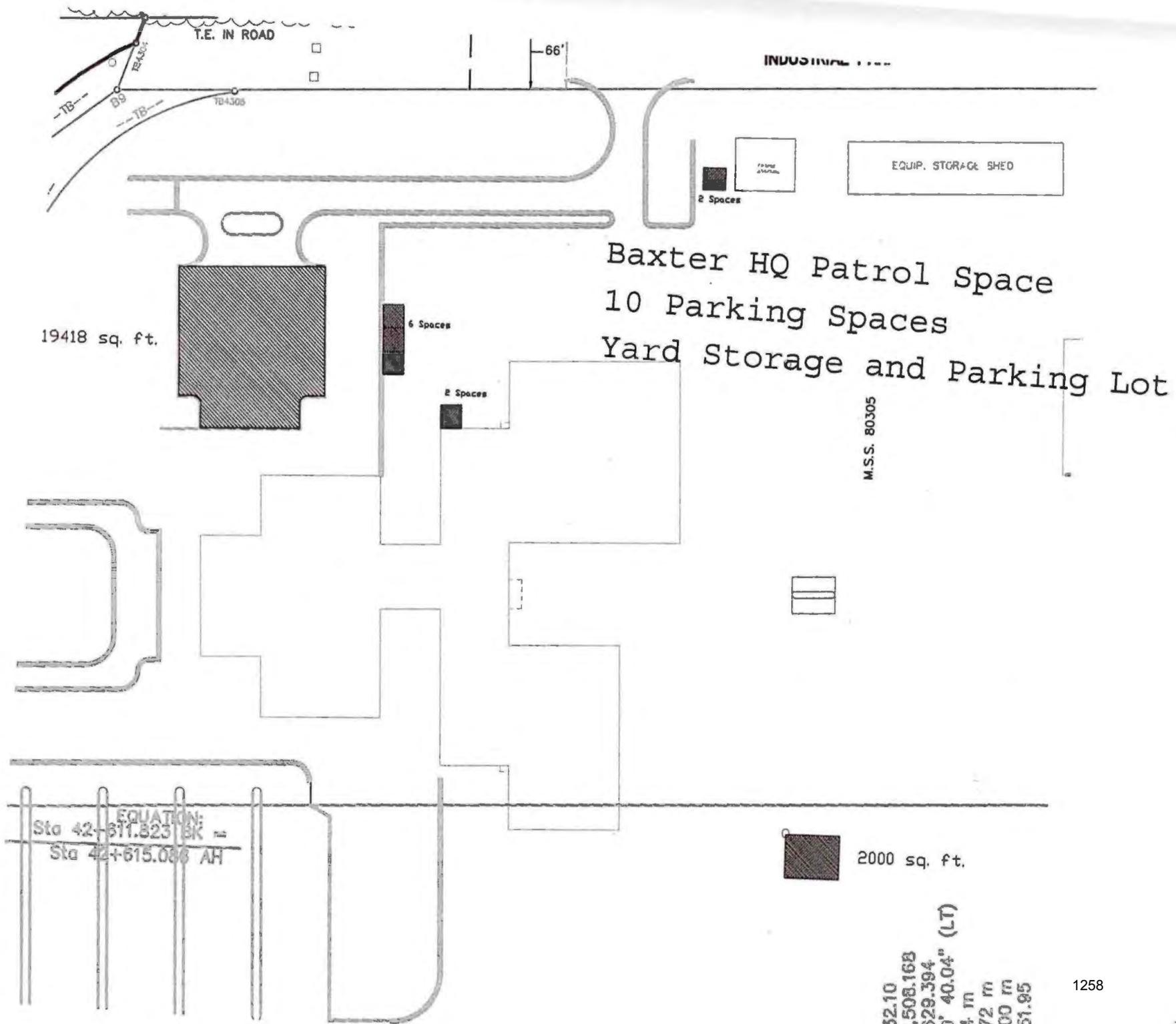


1 PARTIAL SITE PLAN  
 A1  
 0 10' 20' 40'

DATE: 8-20-03 DRAWN BY: DAL CHECKED BY: RTL	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATIONS OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE CARE OF THE STATE OF MINNESOTA. DATE: 8-20-03 REG. NO.: 11288 RONALD T. LASERQUIST	 STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF MAINTENANCE FACILITIES MANAGEMENT SERVICES TRANSPORTATION BUILDING, 900 7TH ST. PAUL, MINNESOTA, 55125-3889	ADDITIONAL PARKING MN/DOT'S BEMIDJI HEADQUARTERS BEMIDJI, MINNESOTA	SHEET <b>A1</b> OF X
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# Thief River Falls Yard Storage





T.E. IN ROAD

INDUSTRIAL

EQUIP. STORAGE SHED

19418 sq. ft.

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

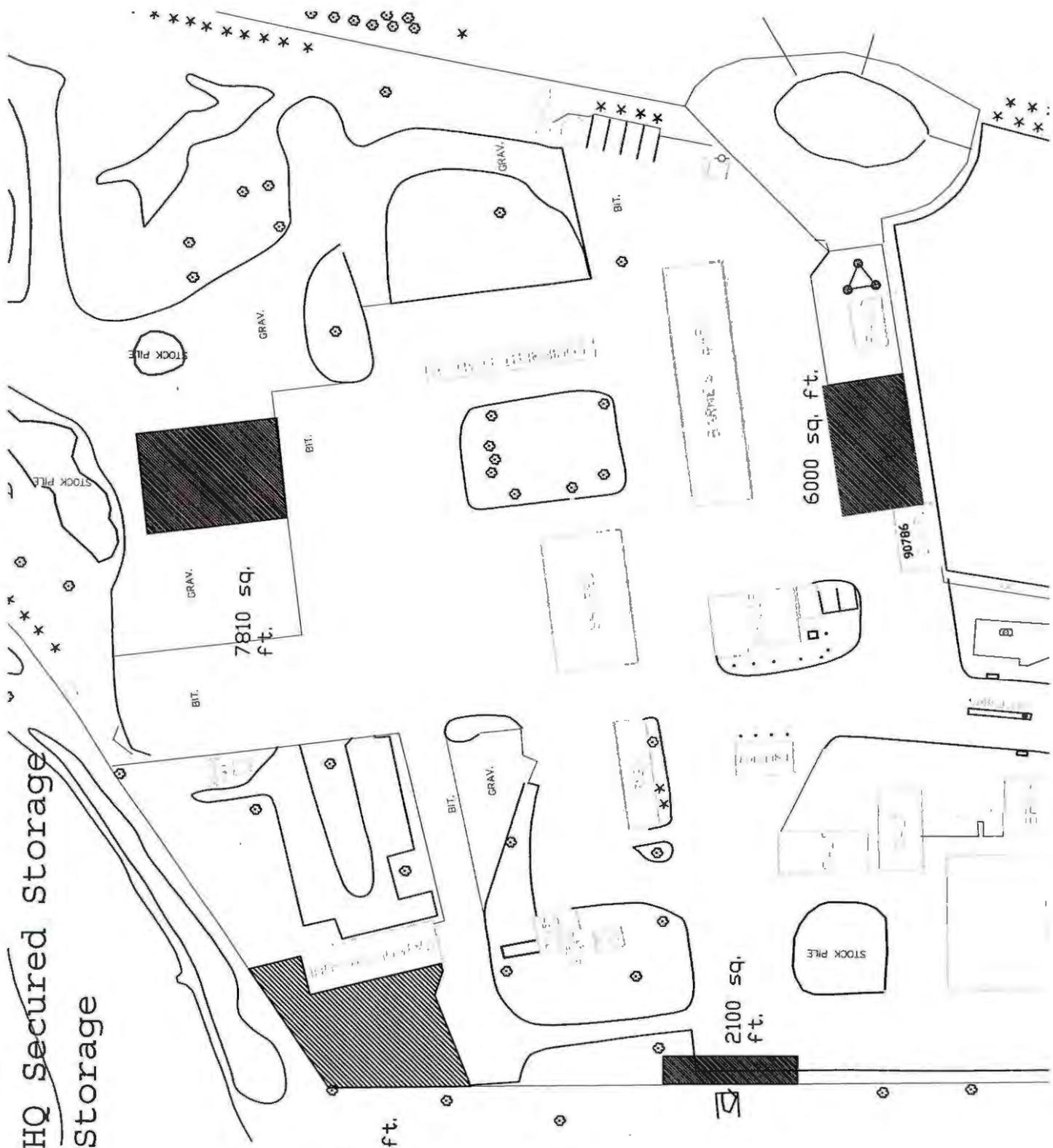
M.S.S. 80305

2000 sq. ft.

EQUATION:  
 Sta 42+611.823 BK  
 Sta 42+615.086 AH

2+532.10  
 169,508.168  
 51,629.394  
 0° 20' 40.04" (LT)  
 10.154 m  
 59.872 m  
 85.500 m  
 2+451.95

St Cloud HQ Secured Storage  
and Yard Storage



Secured  
10090.28 sq. ft.

2100 sq.  
ft.

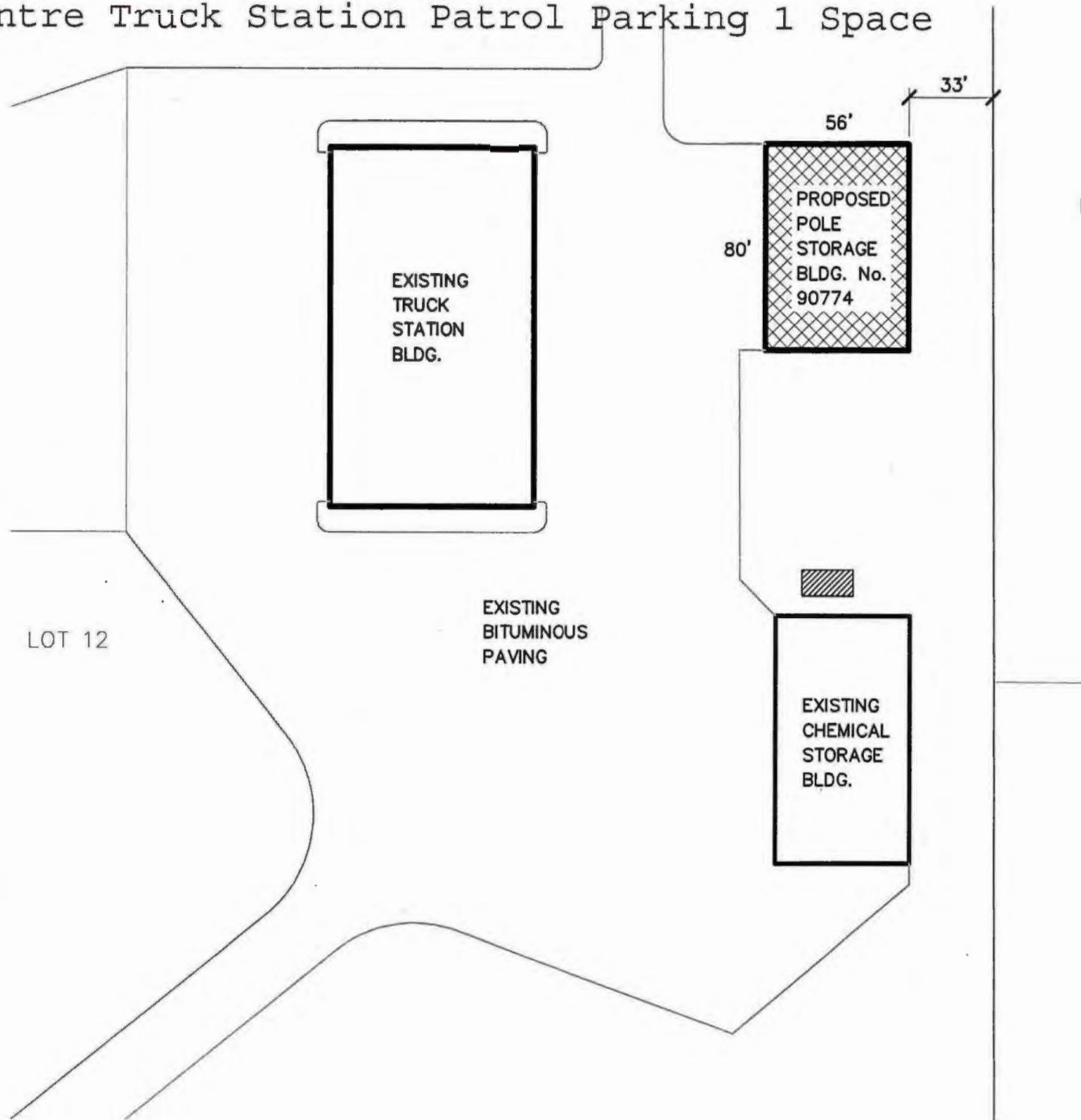
7810 sq.  
ft.

6000 sq. ft.

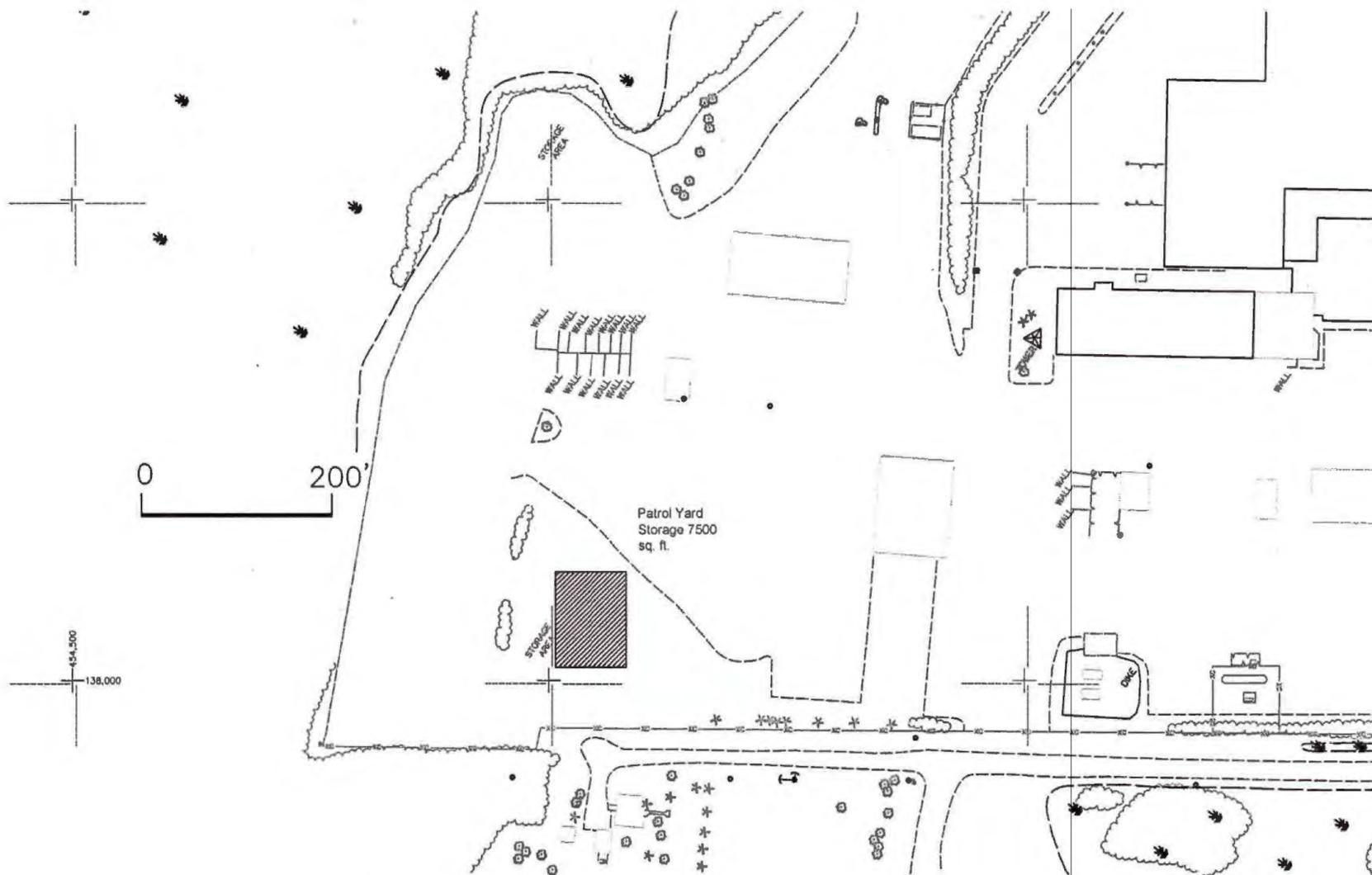
90786



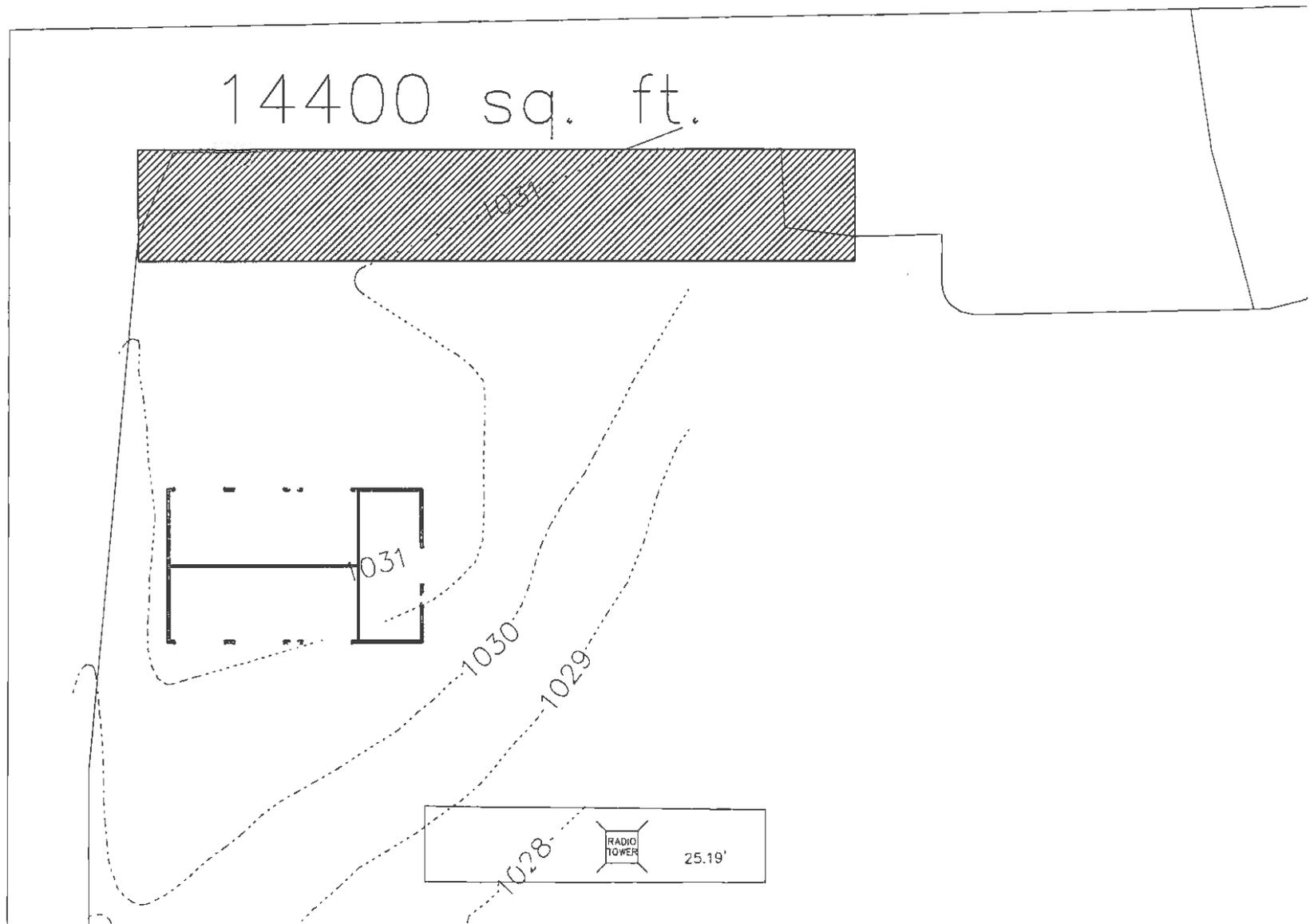
# Sauk Centre Truck Station Patrol Parking 1 Space



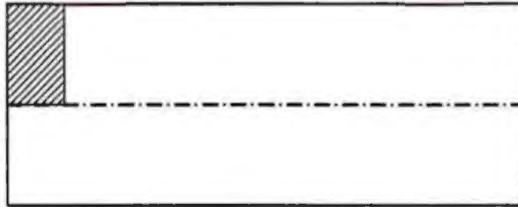
# Detroit Lakes HQ Patrol Yard Storage



# Rochester HQ Patrol Yard Storage

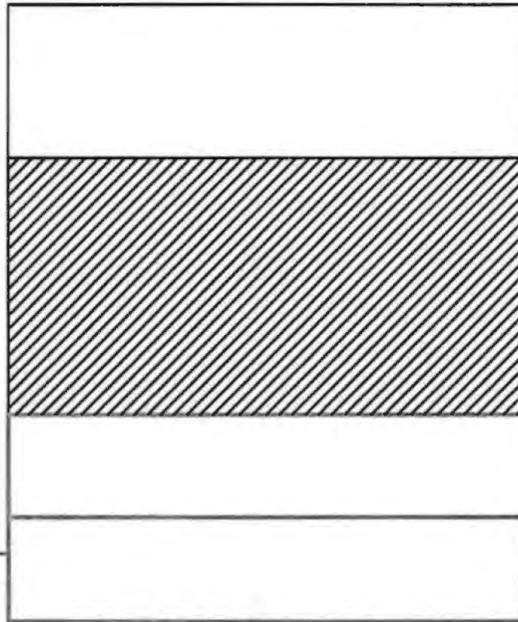


300.00 sq. ft.  
Cold Storage



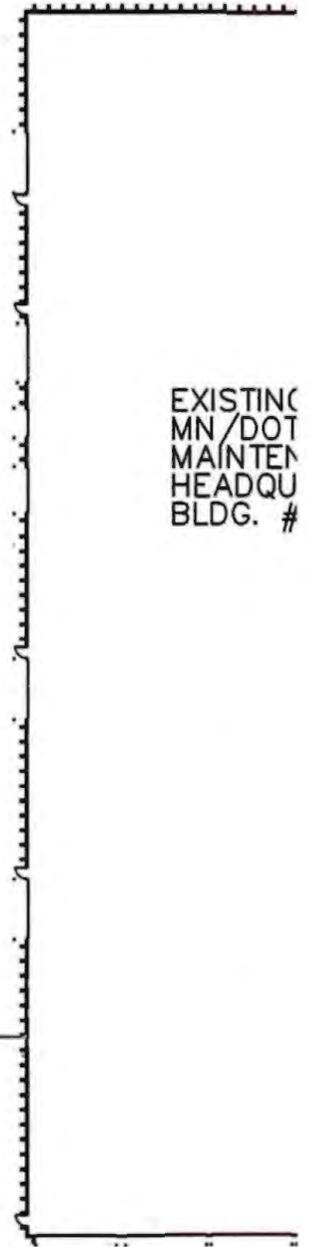
# Owatonna Hq Patrol Secured Yard Storage and Cold Storage

10277.00 sq. ft.



PROPOSED  
UNHEATED  
STORAGE  
BUILDING  
#91367

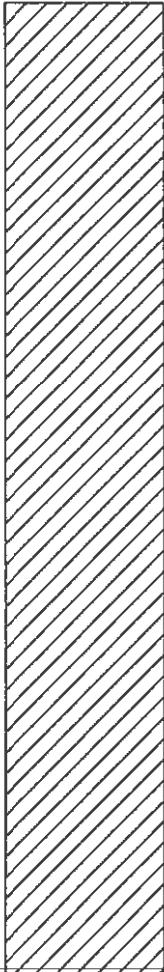
EXISTING  
MN/DOT  
MAINTEN  
HEADQU  
BLDG. #





FENCE LINE

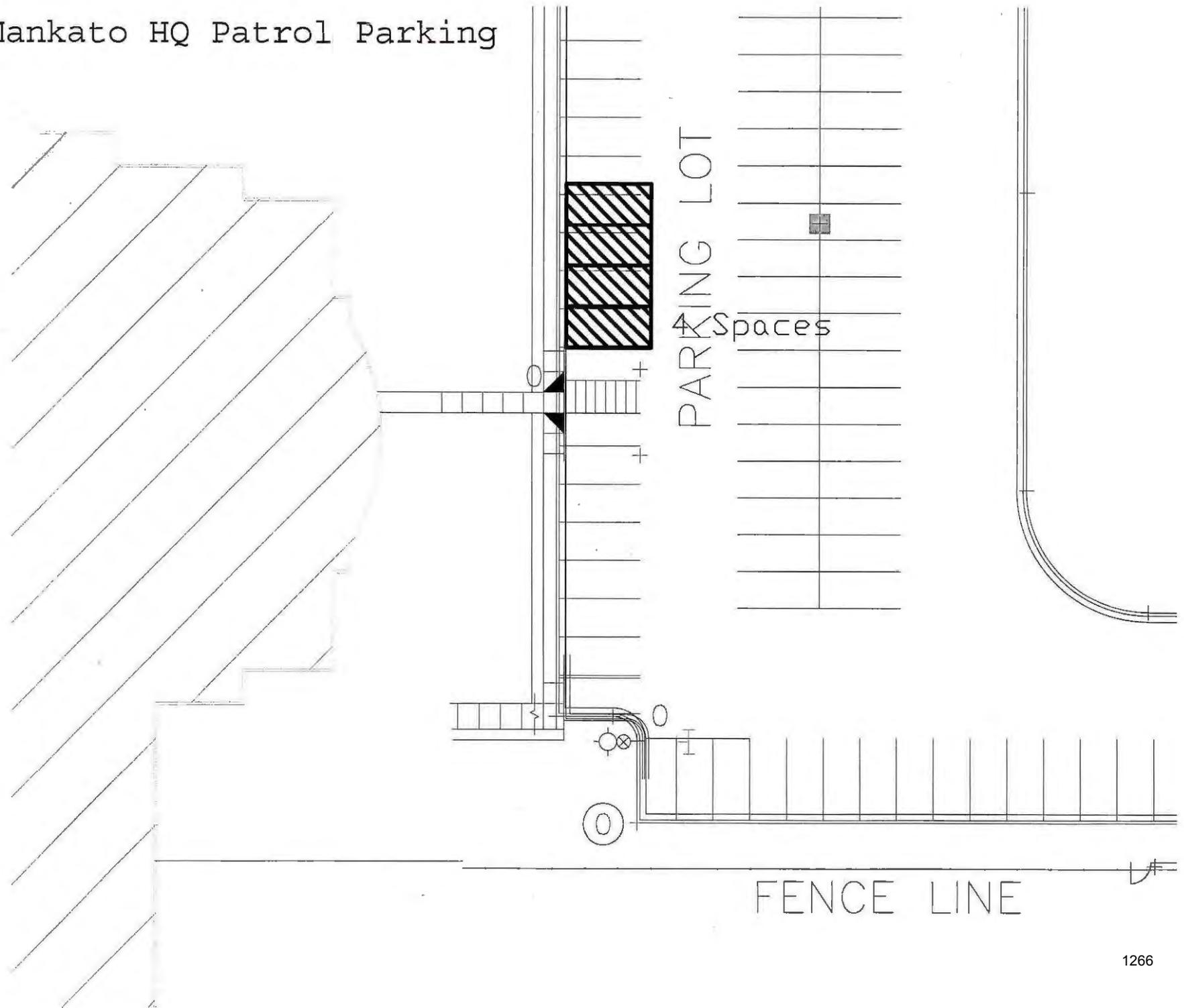
# Mankato HQ Patrol Parking



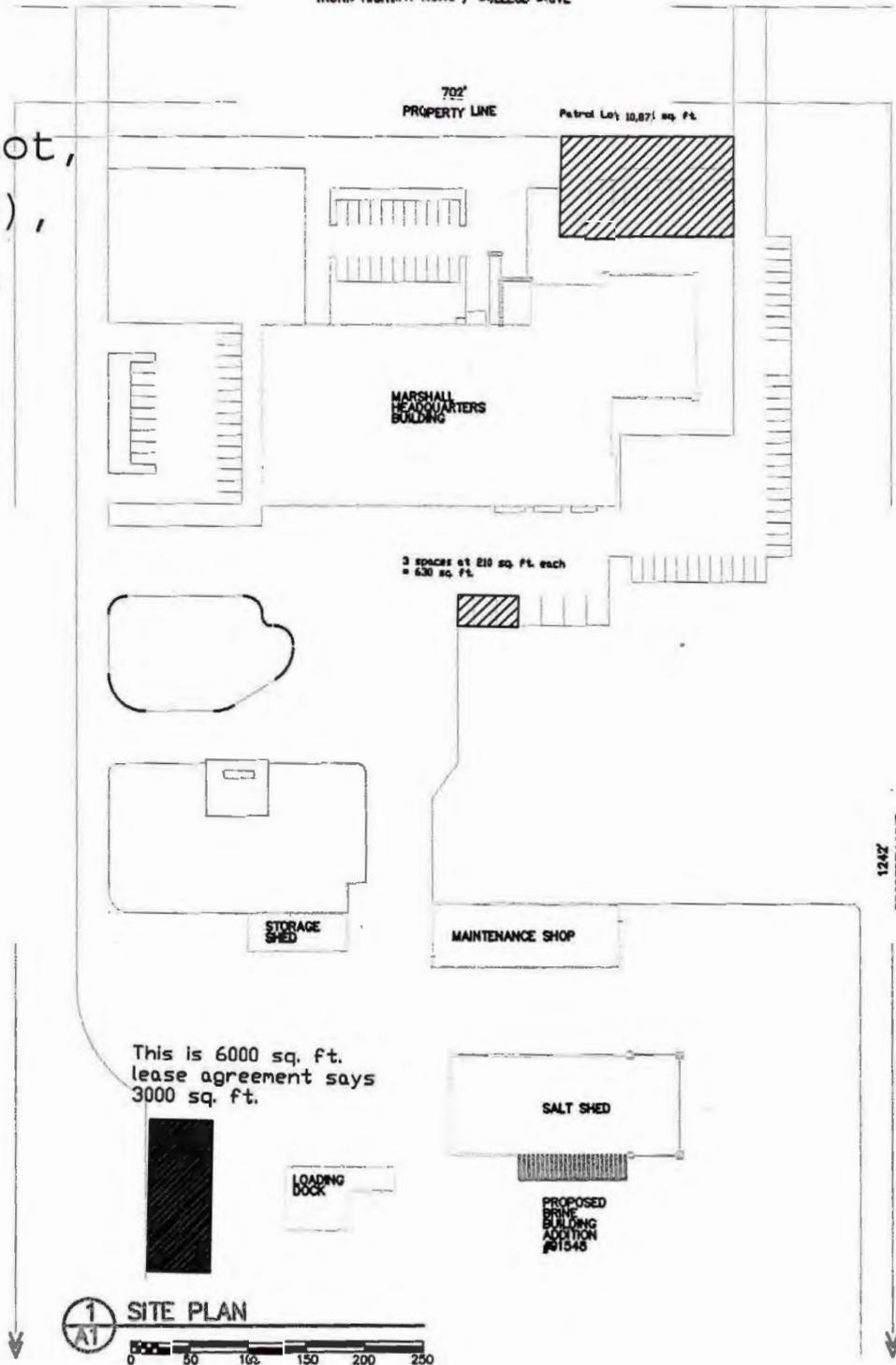
9600 sq. ft.

FENCE L

# Mankato HQ Patrol Parking



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



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.

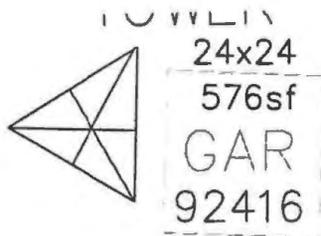
4012  
MH

6X18

2920  
4005  
6X27

6X11

24028  
2927



Golden Valley ISS yard storage BIT

SALT TRAPS

XC  
GATE

XC  
GATE



GAR

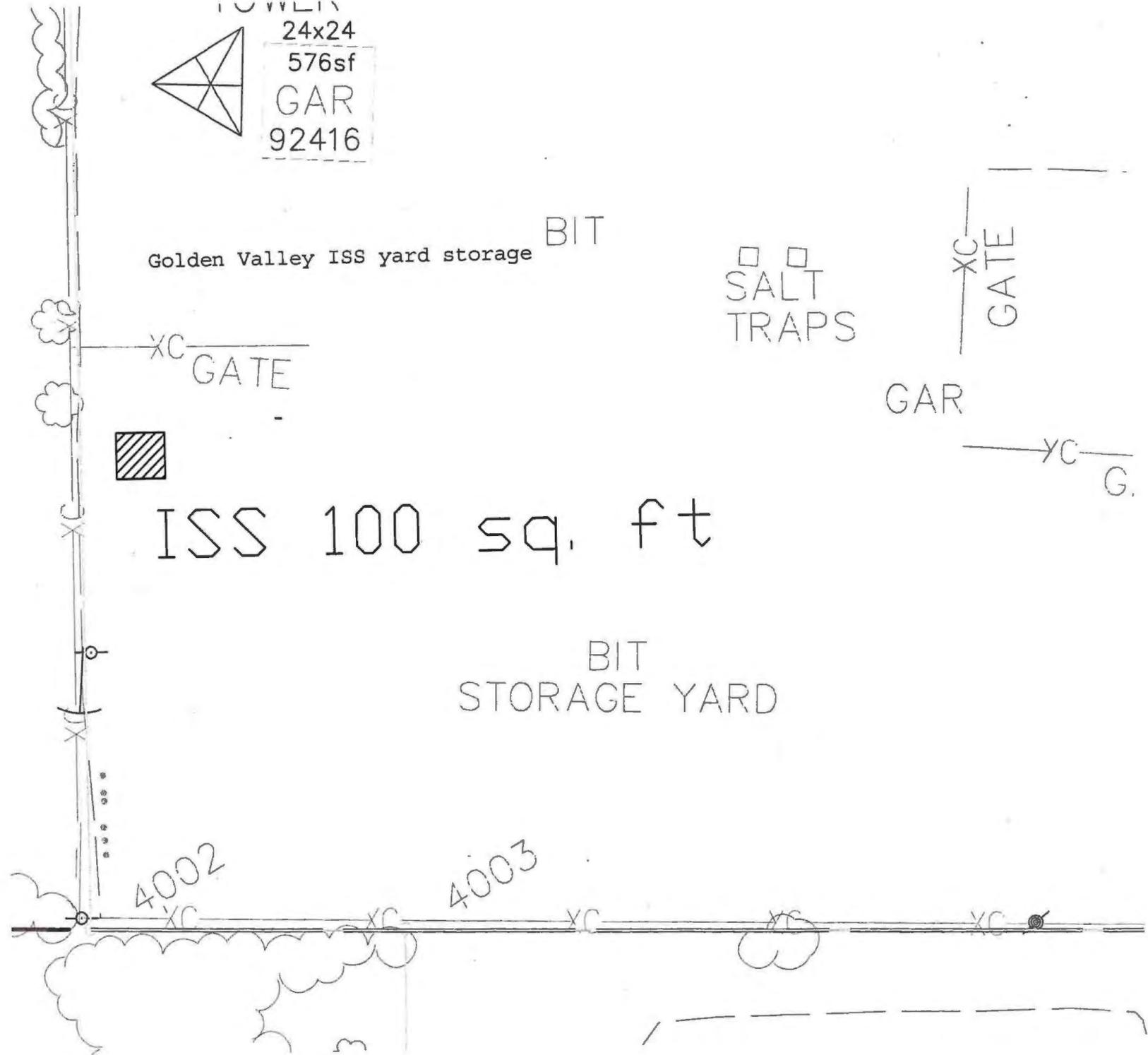
XC  
G.

ISS 100 sq. ft

BIT STORAGE YARD

4002  
XC

4003  
XC



Golden Valley ISS Parking Stalls 4 spaces

GOLDEN VALLEY HEADQUARTERS

ISS 4 spaces

BIT PARKING LOT

PED.  PED.

5 SPACES  
6018

6017

6016

B618

6014

B624

4 SPACES  
TANK (BUR)  
3 SPACES

4 SPACES

3 SPACES

2 SPACES

5 SPACES

6024  
B624

6004  
38 SPACES

24 SPACES

4 SPACES

8" SAN

19 SPACES

B618

B624

B624

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This agreement is between the Dept. of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** *January 2, 2014*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$160.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is **Laurie Steiger** or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is **Marcy Cordes** or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Sue Burk

Date: 1-7-14

SE# 73142 / PO# 3000164655

**3. DEPT. OF TRANSPORTATION**

By: [Signature]  
(with/delegated authority)

Title: AA Office Director

Date: 01 - 06 - 13

**2. MINNESOTA MANAGEMENT & BUDGET**

By: [Signature]  
(With delegated authority)

Title: CFO

Date: 1/7/14

**4. MnDOT Contract Management**

By: [Signature]

Title: **Contracts Administrator**

Date: 1/8/2014

RR

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Project Identification:** St. Croix River Crossing Bridge Project

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Labor and Industry – MNOSHA Division.

**Recitals**

1. MnDOT desires to establish a Cooperative Compliance Partnership with MNOSHA during the St. Croix River Crossing bridge construction project (“Project”) to ensure jobsite safety.
2. MNOSHA wishes to provide Investigative staff for Compliance assistance visits to the Project as outlined in the Cooperative Compliance Partnership.
3. MnDOT has the authority to enter this agreement under Minn. Stat. §§ 471.59 and 161.20.
4. MnDOT and MNOSHA willingly agree to the terms and conditions as stated below.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 1, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

- 2.1 MNOSHA will provide Investigative staff to conduct site visits, meetings and training during the construction of the St. Croix River Crossing Bridge.

**3 Consideration and Payment**

- 3.1 MnDOT agrees to reimburse MNOSHA for Investigative staff services on the following basis:
  - 3.1.1 The rate paid for every hour an Investigative staff is engaged in on-site visit activities and related report writing. The total rate of pay will not exceed the reimbursement rate of \$38.00/hour per Investigative staff.
  - 3.1.2 Actual expenses for travel and subsistence paid to employees, not to exceed the amount specified in the Schedule issued by the Commissioner of Management and Budget.
- 3.2 MNOSHA must provide MnDOT monthly invoices documenting hours worked and travel/lodging costs for Investigative staff travelling “thirty five (35) miles or more”.
- 3.3 MNOSHA must submit the invoices electronically for payment.
- 3.4 The total obligation of MnDOT for all compensation and reimbursements to MNOSHA under this Agreement will not exceed \$110,000.

**4 Conditions of Payment**

- 4.1 All services provided by MNOSHA under this Agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Agreement, subject to an encumbrance of funds for such purposes, as required by Minnesota Statutes §16A.124. MnDOT will make

undisputed payments no later than 30 days after receiving MNOSHA invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MNOSHA within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MNOSHA within 30 days of receipt of such invoice.

- 4.3 MNOSHA must create and enter an invoice in WIRES, MNOSHA's revenue system which interfaces with SWIFT. Invoices should be sent to the MnDOT Construction Office.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

**5 Agreement Personnel**

5.1 MnDOT's Authorized Representative and Project Manager will be:

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

5.2 MNOSHA Authorized Representative will be:

Name/Title: Cindy Valentine  
Office: DLJ/MNOSHA Division  
Address: 443 Lafayette Road, St. Paul, MN 55155  
Telephone: 651-284-5602  
Fax: 651-284-5741  
E-Mail: cindy.valentine@state.mn.us

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

MnDOT Contract No.: 05777

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 3-21-14

SWIFT Contract (SC) ID No.: 76001

Purchase Order (PO) ID No.: 175709

**MNOSHA\***

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

By: Cynthia L. Valentini

Title: Workplace Safety Mgr.

Date: 03/31/14

**MnDOT**

By: [Signature]  
(with delegated authority)

Title: Asst. Division Director - ESSD

Date: 3/24/14

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Title: Contracts Administrator

Date: 4/9/2014

**AMENDMENT 01 TO MnDOT INTERAGENCY AGREEMENT #: 05777:**

Contract Start Date:	<u>04/09/2014</u>	Original Contract Amount:	<u>\$110,000.00</u>
Orig. Contract Exp. Date:	<u>06/01/2017</u>	Prev. Amendment(s) Total:	<u>N/A</u>
Amended Exp. Date	<u>12/31/2017</u>	Current Amendment Amount:	<u>\$0.00</u>
		Current Contract Total	<u>\$110,000.00</u>

Project Identification :	<u>St. Croix River Crossing Bridge Project; provide Investigative staff for Compliance assistance visits to the Project (State Project No. 8214-114</u>		
	<u>8214-114</u>		
State Project (SP):	<u>8221-82045</u>	Trunk Highway #:	<u>36</u>

This amendment is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Labor and Industry –MNOSHA Division ("MNOSHA").

**Recitals**

MnDOT has a contract with MNOSHA identified as MnDOT Contract No. 05777 ("Original Contract") to provide Investigation Staff to conduct site visits, meetings and training during the construction of the St. Croix River Crossing Bridge between Minnesota and Wisconsin, as part of the St. Croix Crossing Project ("Project")

- 1) The Original Contract expired on 6/01/2017. There was a 1-year delay in the superstructure work on the Project.
- 2) The parties wish to amend the Original Contract to cover the time that services were provided by MNOSHA. No additional funds are needed.
- 3) Both parties are willing to amend the original contract as stated below.

**Contract Amendment**

**REVISION 1.** Article 1. **Term of Agreement**, Subarticle 1.2, is amended as follows:

**1.2 Expiration Date:** This Agreement will expire on ~~June 4~~ December 31, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

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 REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

12/16  
SJB

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Contract #: \_\_\_\_\_

SWIFT Purchase Order #: \_\_\_\_\_

**MNOSHA**

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

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

Title: *Workplace Safety Director*

Date: *12/21/17*

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

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

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

**DEPARTMENT OF TRANSPORTATION**

By: *Nancy Daubert*

(with delegated authority)

Title: *Engineering Services Division Dir.*

Date: *12/27/2017*

**MnDOT CONTRACT MANAGEMENT**

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

Date: *1/2/2018*

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** N/A  
**State Project Number (SP):** Multiple  
**Trunk Highway Number (TH):** Multiple  
**Project Identification:** State Patrol Extraordinary Enforcement in Work Zones

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS").

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary MnDOT and DPS officials.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Appendix A, a cost calculation matrix, and a document entitled "Policy and Procedures for the Use of Extraordinary Enforcement in Construction Work Zones", are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 MnDOT awards contracts for and administers construction and maintenance projects on highways statewide. For some projects, MnDOT believes that having State Troopers provide "extraordinary" law enforcement in work zones (enforcement beyond the normal, routine Patrol activity) will help to make those work zones safer. DPS is willing to provide such extraordinary enforcement if MnDOT pays DPS the cost of providing such enforcement.
- 2.2 DPS will provide off-duty State Patrol officers for extraordinary traffic enforcement and traffic control upon request from MnDOT, and in accordance with the attached "Policy and Procedures for the Use of Extraordinary Enforcement in Construction Work Zones".
- 2.3 MnDOT will reimburse DPS for State Patrol services as specified in Article 3.
- 2.4 DPS will invoice MnDOT as specified in Article 4.
- 2.5 DPS will, at regular intervals, provide MnDOT with a spreadsheet suitable for verifying the State Patrol wages being billed to MnDOT construction and maintenance projects. Format of the spreadsheet will be mutually agreed to by the parties.

**3 Consideration and Payment**

- 3.1 MnDOT will pay DPS for the extraordinary enforcement services on the following basis:
- A. The actual rate of overtime wage paid for every hour the State Patrol Officer is engaged in extraordinary enforcement, such wages to be determine in accordance with Appendix A.
  - B. Retirement benefit overhead will be paid, at the prevailing rate, applied to all hours paid in accordance with Article 2.3 (A) above.
  - C. DPS indirect/administrative costs will be paid, at the prevailing rate, applied to the costs specified in Articles 2.3 (A) and (B) above.

D. An allocated share of FICA and a workers comp factor will be paid, in accordance with the table in Appendix A.

E. Travel to the construction/maintenance work zone, patrol mileage, and return to base will be paid at the established rate for the class of vehicle used.

F. Subsistence and lodging will be paid in accordance with the specifications of the applicable collective bargaining agreement. Copies of expense vouchers must be submitted with invoices.

3.2 Appendix A is valid for State Fiscal Year 2015. Rates are subject to change every fiscal year. Near the start of each fiscal year, DPS will provide MnDOT with a revised Appendix A. Upon acceptance by MnDOT, such revised Appendix A will be deemed to be incorporated into and become part of this Agreement without a formal amendment.

3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed \$5.5 million.

### **3 Conditions of Payment**

4.1 All services provided by DPS 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 DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.

4.3 DPS must create and enter an invoice in SWIFT.

4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

4.5 DPS will invoice MnDOT on a bi-weekly basis. Invoices must itemize hours worked, retirement costs, indirect costs, travel costs, and subsistence/lodging costs; and must be in accordance with the following: All invoices must refer to the individual construction or maintenance project number and contract number. The project number and contract number will be provided to the District Patrol Captain and Patrol Officer by the Construction Assistant District Engineer or Area Maintenance Engineer coordinating the State Patrol services.

4.6 If funding for extraordinary enforcement is transferred to MnDOT district offices, then DPS will be required to submit invoices to the appropriate MnDOT district for payment.

### **5 Authorized Representatives**

5.1 MnDOT's Authorized Representative will be:

Tom Ravn, State Construction Engineer (or his successor)

5.2 DPS's Authorized Representative will be:

Chief of State Patrol

### **6 Amendments**

6.1 Any Amendment to this Agreement must be in writing (except for revisions to Appendix A as provided for in Article 3.2) 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.

8.2 Upon execution of this Agreement, MnDOT Agreement Number 02872 is terminated.

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: 

Date: 7/24/14

SWIFT Contract (SC) ID No.: 65381

Purchase Order (PO) ID No.: 197820

**DEPARTMENT OF PUBLIC SAFETY**

By: 

Title: Acting Chief

Date: 8/11/14

**MnDOT**

By: 

(with delegated authority)

Title: Asst Division Director - ESD

Date: 8/6/14

**MnDOT CONTRACT MANAGEMENT**

By: 

Date: Aug 6, 2014

## Appendix A

Attach to Agreement # 06497

<b>8th step Trooper overtime rate*</b>	<b>Rate x1.5</b>		<b>\$48.49</b>
	<b>FY 2015</b>		
Retirement*	20.10%		\$9.75
Indirect/Administrative Costs**	9.00%		\$4.36
FICA***	1.45%		\$0.70
Worker's Comp Factor***	2.10%		\$1.02
Mileage (40 miles, .56 per mile)	\$22.40		\$22.40
Total			\$86.72

Example shows Trooper at step 8 without any differentials  
 this is an example only actual Trooper rates will vary in  
 accordance with union contracts

\*Rate determined by State Law

\*\*Rate determined annually and approved by Minnesota Management and Budget (MMB)

\*\*\*includes funds that go to parties: Minnesota State Patrol and Fiscal Administrative Staff

\*\*\*Rate determined by Federal Law

Mileage is indexed and changes each FY

This is the initial appendix, this appendix may be revised annually  
 in accordance with article 3.2 of the agreement

# **POLICY AND PROCEDURES FOR THE USE OF EXTRAORDINARY ENFORCEMENT EFFORTS IN CONSTRUCTION WORK ZONES**

## **POLICY**

It is the policy of the Minnesota Department of Transportation (MnDOT) and the Federal Highway Administration (FHWA) to employ extraordinary traffic enforcement and surveillance efforts in construction work zones, when those efforts can reasonably be expected to increase the safety of the traveling public or of construction personnel. When such extraordinary efforts are utilized, the incremental costs experienced by the providing policy agency, typically the State Patrol, should be borne equally by the project sponsors. The need for such efforts should, if possible, be identified early in the project development process, so that the efforts of the concerned agencies can best be coordinated.

It is the intention of MnDOT to employ the State Patrol on all federally funded construction projects requiring extraordinary enforcement. Charges to the construction project will be expected for the enforcement effort only when some additional costs are incurred by the State patrol, this is the costs associated with overtime in this category. It is only in those cases that an agreement would be required.

The use of the State Patrol is considered cost effective because no other practical alternative exists.

## **DEFINITIONS**

The situations in which a need for extraordinary traffic enforcement might be required can be categorized into three classes:

1. **EXTENDED INVOLVEMENT:** This category is divided into two parts:
  - a. **LONG-TERM PREDICTABLE** includes all those cases in which a project is being built under traffic on a very high volume, high speed route. Enforcement efforts in this class would typically be focused on reducing the traveling speed through the project zone. The need for such efforts should be identified in the design phase of the project and provisions for the costs and approvals should be included in the PS&E documents.
  - b. **LONG-TERM UNPREDICTABLE** includes unanticipated circumstances that develop through the course of construction that result in the need for more enforcement efforts. Vandalism of project signing and safety devices is a typical cause of such an unexpected need.
2. **MODERATE-TERM** includes all those instances that might require some effort of up to one day. These situations should be reasonably predictable and should be discussed with the State Patrol at the time of the pre-construction conference. These would typically not require additional staff assigned to the area by the State Patrol.
3. **MINOR** includes those classes that might require some involvement of less than one day. These would typically be handled without any additional staff assigned to the area by the State Patrol.

PROCEDURES

The appropriate procedure shall be used when it is determine that extraordinary traffic enforcement efforts are needed.

LONG-TERM PREDICTABLE PROCEDURE

This procedure shall be used for projects where the extraordinary enforcement needs are expected so projects may receive prior FHWA approval.

Responsible Organization

Required Action

District Design/C.O. Design

1. Evaluate projects that might require enforcement efforts.

2. Include the provision of enforcement services in the design study report.

C.O. Design

3. Review, modify and/or approve the design study report.

District Design

4. After such effort is approved in a design study report, then contact the local State Patrol District Captain to describe the expected need and ask assistance in the defining of an enforcement plan and in estimating the cost of the plan.

State Patrol.

5. Assist in the development of the district enforcement plan and provide an estimate of the cost.

District Design/C.O. Design

6. Include the provision of enforcement services into the PS&E documents, including all needed federal programming and authorizing documents.

District Construction

7. Coordinate provisions of services and modify as needed. Submit report of patrol hours and costs to State Construction Engineer.

State Patrol District

8. Provide enforcement services.

State Patrol Headquarters

9. Invoice MnDOT Construction Office referencing the Contract Number and State Project Number.

- |   |  |
|---|--|
| State Patrol Headquarters                   | 10. Monitor the continued need/appropriateness of the services being provided. Modify as needed.                                     |
| Federal Aid Billing/Finance                 | 11. Calculate appropriate costs for all charges to the projects and submit for federal participation. Costs billed under function 6. |
| State Patrol District/District Construction | 12. Determine the conclusion of the effort, report total costs by project.   |
| Office of Finance                           | 13. Transfer charges to the appropriate highway project at close of collecting project.  |

## LONG-TERM UNPREDICTABLE PROCEDURE

This procedure shall be used in case of unexpected needs or on projects that have not had prior FHWA approval.

Responsible Organization	Required Action
District Construction	1. Determine the need for enforcement effort. 2. Contact State Patrol District Captain to discuss need.
State Patrol District	3. Develop enforcement plan. 4. Estimate plan costs and submit to Construction Assistant District Engineer for review.
District Construction	5. Submit to State Construction Engineer for approval.
C.O. Construction	6. Contact FHWA for authorization and/or approval.

NOTE: In emergency situation, work may proceed with verbal approval of FHWA and the State Construction engineer.

## ADDITIONAL ENFORCEMENT AGENCY PROCEDURE

This procedure shall be used in those cases where the enforcement service will be provided by an enforcement agency other than the State Patrol.

Responsible Organization	Required Action
District Construction or Design	1. Contact enforcement agency to determine availability, costs, etc. 2. Develop proposal for the use of extraordinary enforcement which includes projected costs and cost items and a draft with local agency. 3. Submit proposal to State construction Engineer for review and approval.
State Construction Engineer	4. Contact FHWA for authorization and/or approval.

District Construction

5. Coordinate provisions of services and modify as needed. Submit report of Patrol Agency hours and costs to State Construction Engineer.

Policy Agency

6. Provide enforcement services.

7. Invoice MnDOT Construction office referencing Contract Number first and State Project Number.

Federal Aid Billing/Finance

8. Calculate appropriate costs for all charges to the project and submit for federal participation. Costs billed under Function 6.

	Grant Agreement	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150	<b>Grant Program: Intersection Safety Countermeasure Deployment</b>  <b>Project No.: 15-09-02</b> <b>Grant Agreement No.: A-INTSC15-2015-MNDOT-00001</b>				
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mail Stop 725 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date: October 1, 2014.</b> <b>Expiration Date: September 30, 2016</b>				
<b>Grantee's Authorized Representative:</b> Brad Estochen Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mail Stop 725 Roseville, MN 55113 Phone: 651-366-3829 Email: bradley.estochen@state.mn.us	<b>Grant Agreement Amount:</b> <table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Original Agreement</td> <td style="text-align: right; padding: 2px;">\$3,000,000.00</td> </tr> <tr> <td style="padding: 2px;">Matching Requirement</td> <td style="text-align: right; padding: 2px;">\$ 0.00</td> </tr> </table>	Original Agreement	\$3,000,000.00	Matching Requirement	\$ 0.00
Original Agreement	\$3,000,000.00				
Matching Requirement	\$ 0.00				
<b>State's Authorized Representative:</b> Bill Shaffer Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150 Phone: 651-201-7075 Email: william.shaffer@state.mn.us	<b>Federal Funding: CFDA 20.600</b> <b>State Funding: None</b> <b>Special Conditions: None</b>				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Intersection Safety Countermeasure Deployment Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the Intersection Safety Countermeasure Deployment Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the



matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: Gail Kotze  
Date: 10/17/14

**3. STATE AGENCY (DPS)**

By: [Signature]  
(with delegated authority) JSPM  
Title: \_\_\_\_\_  
Date: 10-14-14

Grant Agreement No. A-INTSC15-2015-MNDOT-00001  
PO No. 3-29946

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: [Signature]  
Title: Director, Traffic  
Date: 9-29-14

By: ~~\_\_\_\_\_~~  
Title: ~~\_\_\_\_\_~~  
Date: ~~\_\_\_\_\_~~

Distribution: DPS/PAS  
Grantee  
State's Authorized Representative

Minnesota Department of Transportation  
Contract Management

By: [Signature]  
Date: 10/9/14

Organization: Transportation, Department of (MNDOT)

A-INTSC15-2015-MNDOT-00001

Budget Summary

FFY15		
Budget Category	State Reimbursement	Local Match
Contracted Services		
Intersection Safety Improvement Projects	\$3,000,000.00	\$0.00
Total	\$3,000,000.00	\$0.00
Total	\$3,000,000.00	\$0.00
FFY16		
Budget Category	State Reimbursement	Local Match
Total	\$0.00	\$0.00
Total	\$3,000,000.00	\$0.00



## Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150	<b>Grant Program:</b> 2015 National Highway Traffic Safety Administration (NHTSA): Lane Departure Countermeasure Deployment  <b>Project No.:</b> 15-09-03 <b>Grant Agreement No.:</b> A-LNDEP15-2015-MNDOT-00001
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mail Stop 725 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2014 <b>Expiration Date:</b> September 30, 2016
<b>Grantee's Authorized Representative:</b> Brad Estochen Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mail Stop 725 Roseville, MN 55113 Phone: 651-366-3829 Email: bradley.estochen@state.mn.us	<b>Grant Agreement Amount:</b> Original Agreement                      \$3,000,000.00 Matching Requirement                      \$ 0.00
<b>State's Authorized Representative:</b> Bill Shaffer Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150 Phone: 651-201-7075 Email: william.shaffer@state.mn.us	<b>Federal Funding:</b> CFDA 20.600 <b>State Funding:</b> None <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2015 NHTSA: Lane Departure Countermeasure Deployment Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2015 NHTSA: Lane Departure Countermeasure Deployment Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: Gabe Folde  
Date: 10/17/14

**3. STATE AGENCY (DPS)**

By: Susan Alalno  
(with delegated authority)  
Title: TSPM  
Date: 10-14-14

Grant Agreement No. A-LNDEP15-2015-MNDOT-00001  
PO No. 3-29951

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Susan M. Groth  
Title: Director, Office Traffic, Safety & Technology  
Date: 10/8/14

By: ~~\_\_\_\_\_~~  
Title: ~~\_\_\_\_\_~~  
Date: ~~\_\_\_\_\_~~

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Minnesota Department of Transportation  
Contract Management

By: Amy Hauke  
Date: 10/9/14

Organization: Transportation, Department of (MNDOT)

A-LNDEP15-2015-MNDOT-00001

Budget Summary

FFY15			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Lane Departure Mitigation Projects	\$3,000,000.00	\$0.00	
Total	\$3,000,000.00	\$0.00	
Total	\$3,000,000.00	\$0.00	
FFY16			
Budget Category	State Reimbursement	Local Match	
Total	\$0.00	\$0.00	
Total	\$3,000,000.00	\$0.00	

MNDOT Contract No. 07007



<p><b>Minnesota Department of Public Safety ("State")</b>                  Office of Traffic Safety                  445 Minnesota Street, Suite 150                  Saint Paul, MN 55101-5150</p>	<p><b>Grant Program: 2015 National Highway Traffic Safety Administration (NHTSA): Roadway Safety Evaluation, Planning, and Studies</b></p> <p><b>Project No.: 15-09-04</b>  <b>Grant Agreement No.: A-RSEPS15-2015-MNDOT-00001</b></p>				
<p><b>Grantee:</b>                  Minnesota Department of Transportation                  Office of Traffic, Safety, and Operations                  1500 West County Road B-2, Mail Stop 725                  Roseville, MN 55113</p>	<p><b>Grant Agreement Term:</b>  <b>Effective Date: October 1, 2014</b>  <b>Expiration Date: September 30, 2016</b></p>				
<p><b>Grantee's Authorized Representative:</b>                  Brad Estochen                  Office of Traffic, Safety, and Operations                  1500 West County Road B-2, Mail Stop 725                  Roseville, MN 55113                  Phone: 651-366-3829                  Email: bradley.estochen@state.mn.us</p>	<p><b>Grant Agreement Amount:</b></p> <table border="0"> <tr> <td>Original Agreement</td> <td style="text-align: right;">\$1,000,000.00</td> </tr> <tr> <td>Matching Requirement</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table>	Original Agreement	\$1,000,000.00	Matching Requirement	\$ 0.00
Original Agreement	\$1,000,000.00				
Matching Requirement	\$ 0.00				
<p><b>State's Authorized Representative:</b>                  Bill Shaffer                  Office of Traffic Safety                  445 Minnesota Street, Suite 150                  Saint Paul, MN 55101-5150                  Phone: 651-201-7075                  Email: william.shaffer@state.mn.us</p>	<p><b>Federal Funding: CFDA 20.600</b>  <b>State Funding: None</b>  <b>Special Conditions: None</b></p>				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2015 NHTSA: Roadway Safety Evaluation, Planning, and Studies Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2015 NHTSA: Roadway Safety Evaluation, Planning, and Studies Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: Gabi Kotde  
Date: 10/17/14

**3. STATE AGENCY (DPS)**

By: Susan A. Palmer  
(with delegated authority) TSPM  
Title: \_\_\_\_\_  
Date: 10-17-14

Grant Agreement No. A-RSEPS15-2015-MNDOT-00001  
PO No. 3-29952

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Susan M. Gratto  
Title: Director, Traffic, Safety & Technology  
Date: 10/8/14

~~By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_~~

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Minnesota Department of Transportation  
Contract Management

By: Aryn Gaulke  
Date: 10/9/14

Organization: Transportation, Department of (MNDOT)

A-RSEPS15-2015-MNDOT-00001

Budget Summary

FFY15			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Safety Study Projects	\$1,000,000.00	\$0.00	
<b>Total</b>	<b>\$1,000,000.00</b>	<b>\$0.00</b>	
<b>Total</b>	<b>\$1,000,000.00</b>	<b>\$0.00</b>	
FFY16			
Budget Category	State Reimbursement	Local Match	
<b>Total</b>	\$0.00	\$0.00	
<b>Total</b>	<b>\$1,000,000.00</b>	<b>\$0.00</b>	

**PARTNERSHIP CONTRACT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
FOR  
USE OF SPACE**

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR"); acting through their respective commissioners; located at: (MnDOT) 395 John Ireland Blvd, St Paul, MN 55155-1899 and (DNR) 500 Lafayette Blvd, Box 32, St Paul, MN 55155-4032.

**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. DNR wishes to use some space in Mn/DOT's District 2 headquarters building, and MnDOT is willing to permit such use in exchange for reasonable compensation from DNR; and
3. Both parties are willing to enter this Contract to set forth their respective rights and duties.

**Agreement**

**1. Term of Agreement; Exhibits**

- 1.1 **Effective date.** This Contract will be effective upon execution and approval by the appropriate MnDOT and DNR officials pursuant to Minnesota law.
- 1.2 **Expiration date.** This Contract will expire on June 30, 2020, unless terminated earlier pursuant to Article 10.
- 1.3 **Exhibits.** Exhibits A is attached and incorporated into this agreement.

**2. Scope of Work and Responsibilities of Each Party.** MnDOT will provide to DNR approximately 2,535 square feet, of office space, 144 square feet of heated secure storage space, and 1520 square feet of fenced yard storage space. See Exhibit A which is attached and incorporated into this agreement.

- 2.1 **MnDOT responsibilities.** MnDOT will:
  - 2.2 MnDOT will invoice DNR in SWIFT for equal quarterly payments at the beginning of September, December, March and June of each year of the contract.
    - 2.2.1 Provide the DNR with office space (for work cubicles), heated storage, and yard storage space, needed to perform its functions, consisting of approximately 2,535 square feet, of office space, 144 square feet of heated secure storage space, and 1520 square feet of fenced yard storage space. Space to be located at:

MnDOT District 2

3920 Highway 2 West  
Bemidji, MN 56601

- 2.2.2 Provide utilities including heat, electricity, water and sewer, but excluding telephone, fax, Internet and other telecommunications services.
  - 2.2.3 Provide the following computer/network connections: MnDOT will supply multimode fiber cable between Paul Bunyan connection (Bldg A) and DNR leased office locations (Bldg B). MnDOT will supply UPS connections for switches and will provide network connections in offices. MnDOT and DNR networks will be completely separate.
  - 2.2.4 Provide janitorial services and common area trash receptacles.
  - 2.2.5 Provide building and yard maintenance, including snow removal.
  - 2.2.6 Provide building security equipment, maintenance, and monitoring of security equipment for employee safety.
  - 2.2.7 Provide reasonable and non-reserved parking for DNR vehicles and guests.
  - 2.2.8 Provide access 24 hour/day, 365 days/year to appropriate buildings and secured areas.
- 2.3 ***DNR responsibilities.*** DNR will:
- 2.3.1 Pay to MnDOT an annual fee for the use of space, in equal quarterly payments due at the end of September, December, March, and June of each State Fiscal Year of this agreement, as further specified in Article 6. •
  - 2.3.2 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.
  - 2.3.3 Provide, manage, and maintain all of its own computer equipment and peripherals, including (but not limited to): copiers, printers, telephones, computers, and network switches.
  - 2.3.4 Install new connection into the District 2 MnDOT building in Bemidji on Paul Bunyan fiber.
  - 2.3.5 DNR will provide two switches - one in Bldg A to terminate the Paul Bunyan connection and convert it to Multimode fiber and one to supply connections to the DNR network devices (computers, phones, printers, etc.). DNR will supply all fiber patch cables needed to complete fiber links between Bldg A and Bldg B.

### 3. Method of Determining Payment Amounts

- 3.1 To determine square foot charges for use of space, MnDOT has utilized a combination of the factors listed below. If the parties agree to extend the term of this Agreement, the charges for such extension period may also be determined using a combination of the factors listed below:
  - 3.1.1 Local rental space averages; and/or,
  - 3.1.2 The Department of Administration cost recovery method; and/or,
  - 3.1.3 The Building Owners and Managers Experience Exchange Report.

### 4. Terms of Payment: DNR will pay the amount of rent listed in Exhibit A for the facilities below.

- 4.1 871 square feet of leased office space,
- 4.2 144 square feet of leased warm storage space,
- 4.3 1,520 square feet of yard storage space.
- 4.4 DNR's total obligation will not exceed \$63,690.15.

- 4.5 MnDOT will invoice DNR in SWIFT for equal quarterly payments.
- 4.6 DNR will pay MnDOT using the bilateral netting process in SWIFT due at the end of September, December, March and June of each State fiscal year.
- 4.7 MnDOT will then credit the appropriate MnDOT District Operating Funds account.

5. **Authorized Representatives**

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

5.2 *MnDOT's Authorized Representative* is

Name:	Robert Miller	or successor.
Title:	Director, Building Services	
MnDOT -	Office of Maintenance	
Street Address:	395 John Ireland Blvd MS 715	
City State Zip:	St Paul MN 55155	
Telephone:	651-366-3573	
Email:	Robert.miller@state.mn.us	

5.3 *DNR's Authorized Representative* is:

Name:	Kent Lokkesmoe	or successor.
Title:	Management Resources Administrator	
Other Party:	Department of Natural Resources	
Billing Address:	500 Lafayette Blvd Box 32	
City State Zip:	St Paul MN 55155-4012	
Telephone:	651-259-5701	
Email:	<a href="mailto:kent.lokkesmoe@state.mn.us">kent.lokkesmoe@state.mn.us</a>	

6. **Liability:** Each party is solely responsible for its own acts or omissions associated with the maintenance operations covered by this Agreement. The liability of the parties is governed by Minnesota Statutes §3.736 and other applicable law.
7. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the DNR relevant to this Contract are subject to examination by State and the Legislative Auditor for a minimum of six years.

8. **Government Data Practices:**

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

9. **Assignment and Amendments**

- 9.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Contract 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.
- 9.2 *Amendments.* Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

10. **Waiver; Contract Complete**

10.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.

10.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

11. **Termination:** This Contract may be terminated by either party, with or without cause, upon 30 days written notice to the other party

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

**DNR**

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

By: [Signature]  
Title: mgr  
Date: 4.28.15

**COMMISSIONER OF TRANSPORTATION**

By: [Signature]  
Title: Division Director  
Date: 5/4/15

**DNR ENCUMBRANCE VERIFICATION**

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

By: [Signature]  
Date: 4-27-15  
SWIFT Contract # 88231

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
Date: 5/6/15

SWIFT Purchase Order # FY 16 Encumbrance

As rent for 971 square feet of leased office space, DNR will pay MnDOT according the the following rate

FY 2016	\$ 10.53 /square feet, for a subtotal of	\$ 10,224.63
FY 2017	\$ 10.77 /square feet, for a subtotal of	\$ 10,457.67
FY 2018	\$ 11.01 /square feet, for a subtotal of	\$ 10,690.71
FY 2019	\$ 11.27 /square feet, for a subtotal of	\$ 10,943.17
FY 2020	\$ 11.51 /square feet, for a subtotal of	\$ 11,176.21
Subtotal Office Space.		\$ 53,492.39

As rent for 144 square feet of leased warm storage space, DNR will pay MnDOT according the the following rate

FY 2016	\$ 10.53 /square feet, for a subtotal of	\$ 1,516.32
FY 2017	\$ 10.77 /square feet, for a subtotal of	\$ 1,550.88
FY 2018	\$ 11.01 /square feet, for a subtotal of	\$ 1,585.44
FY 2019	\$ 11.27 /square feet, for a subtotal of	\$ 1,622.88
FY 2020	\$ 11.51 /square feet, for a subtotal of	\$ 1,657.44
Subtotal Warm Storage Space		\$ 7,932.96

As rent for 1,520.00 square feet of Yard Storage space, DNR will pay MnDOT according the the following rate

FY 2016	\$ 0.29 /square feet, for a subtotal of	\$ 440.80
FY 2017	\$ 0.29 /square feet, for a subtotal of	\$ 440.80
FY 2018	\$ 0.30 /square feet, for a subtotal of	\$ 456.00
FY 2019	\$ 0.30 /square feet, for a subtotal of	\$ 456.00
FY 2020	\$ 0.31 /square feet, for a subtotal of	\$ 471.20
Subtotal Yard Storage Space		\$ 2,264.80

Total Annual Lease amounts		Quarterly Payments
FY 2016	\$ 12,181.75	4 \$ 3,045.44
FY 2017	\$ 12,449.35	4 \$ 3,112.34
FY 2018	\$ 12,732.15	4 \$ 3,183.04
FY 2019	\$ 13,022.05	4 \$ 3,255.51
FY 2020	\$ 13,304.85	4 \$ 3,326.21
Total Agreement	\$ 63,690.15	

**AMENDMENT # 1 TO MnDOT PARTNERSHIP #: 07142.**

Contract Start Date:	<u>05/06/2015</u>	Original Contract Amount:	<u>\$63,690.15</u>
Orig. Contract Exp. Date:	<u>06/30/2020</u>	Prev. Amendment(s) Total:	<u>\$ 0.00</u>
Amended Exp. Date	<u>06/30/2020</u>	Current Amendment Amount:	<u>(\$44,119.81)</u>
		Current Contract Total	<u>\$19,570.34</u>

Project Identification : DNR Use of Space

This Amendment is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR"); acting through their respective commissioners; located at: (MnDOT) 395 John Ireland Blvd, St Paul, MN 55155-1899 and (DNR) 500 Lafayette Blvd, Box 32, St Paul, MN. 55155-4032.

**Recitals**

1. MnDOT has a contract with DNR identified as MnDOT Contract Number 07142 ("Original Contract") DNR wishes to use some space in Mn/DOT's District 2 headquarters building, and MnDOT is willing to permit such use in exchange for reasonable compensation from DNR; and
2. MnDOT needs have changed and the office space previously used by DNR is no longer available.
3. MnDOT and DNR 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 1.3. *Exhibits*; is amended as follows:

- 1.3 *Exhibits.* Exhibits AA1 is attached and incorporated into this agreement.

**REVISION 2.** Article 2. *Scope of Work and Responsibilities of Each Party* is amended as follows:

2. *Scope of Work and Responsibilities of Each Party.* MnDOT will provide to DNR ~~approximately 2,535 square feet of office space,~~ 144 square feet of heated secure storage space, and 1520 square feet of fenced yard storage space. See Exhibit AA1 which is attached and incorporated into this agreement.

*MAB  
KWB 5.13.15*

**REVISION 3.** Article 2.2.1 and Article 4 *Terms of Payment* are deleted in their entirety and replaced as follows:

- 2.2.1 Provide the DNR with heated storage, and yard storage space needed to perform its functions, consisting of approximately, 144 square feet of heated secure storage space, and 1,520 square feet of fenced yard storage space. Space to be located at:

MnDOT District 2  
Partnership Agreement Rev. 02/19/2014  
MnDOT Contract #  
3920 Highway 2 West  
Bemidji, MN 56601

4. **Terms of Payment:** DNR will pay the amount of rent listed in Exhibit A1 for the facilities below.
- 4.1 144 square feet of leased warm storage space,
  - 4.2 1,520 square feet of yard storage space.
  - 4.3 DNR's total obligation will not exceed \$19,570.34.
  - 4.5 MnDOT will invoice DNR in SWIFT for equal quarterly payments except for quarter four of FY 2016 which will be prorated monthly until DNR vacates the office space by June 1, 2016 (see Exhibit A1).
  - 4.6 DNR will pay MnDOT using the bilateral netting process in SWIFT due at the end of September, December, March and June of each State fiscal year.
  - 4. MnDOT will then credit the appropriate MnDOT District Operating Funds account.

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.***

**STATE ENCUMBRANCE  
VERIFICATION**

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

Signed: Rebecca Stela

Date: 4-29-16

Contract 89231

SWIFT PO #: 3006079515

**DEPARTMENT OF TRANSPORTATION**

By: [Signature]  
(With delegated authority)

Title: Asst. Commissioner

Date: 5/26/16

**CONTRACTOR**

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

By: [Signature]

Title: mgr mgr

Date: 5-13-16

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

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

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

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
(With delegated authority)

Date: 6/2/16

MMD#: \_\_\_\_\_

As rent for	971 square feet of leased office space, DNR will pay MnDOT according to the following rate.		
FY 2016	\$ 10.53	X square feet, for a subtotal of	\$10,224.63
FY 2017			
FY 2018			
FY 2019			
FY 2020			
<b>Subtotal Office Space through</b>			<b>\$10,224.63</b>

As rent for	144 square feet of leased warm storage space, DNR will pay MnDOT according to the following rate.		
FY 2016	\$ 10.53	X square feet, for a subtotal of	\$1,516.32
FY 2017	\$ 10.77	X square feet, for a subtotal of	\$1,550.88
FY 2018	\$ 11.01	X square feet, for a subtotal of	\$1,585.44
FY 2019	\$ 11.27	X square feet, for a subtotal of	\$1,622.88
FY 2020	\$ 11.51	X square feet, for a subtotal of	\$1,657.44
<b>Subtotal Warm Storage Space</b>			<b>\$7,932.96</b>

As rent for	1,520 square feet of leased yard storage space, DNR will pay MnDOT according to the following rate.		
FY 2016	\$ 0.29	X square feet, for a subtotal of	\$440.80
FY 2017	\$ 0.29	X square feet, for a subtotal of	\$440.80
FY 2018	\$ 0.30	X square feet, for a subtotal of	\$456.00
FY 2019	\$ 0.30	X square feet, for a subtotal of	\$456.00
FY 2020	\$ 0.31	X square feet, for a subtotal of	\$471.20
<b>Subtotal Yard Storage Space</b>			<b>\$2,264.80</b>

Total Annual Lease Amounts		Quarterly Payments	FY 16 Q1-3 Quarterly Amount	FY 16 Q4 Amount	Total FY 16 Amount
FY 2016	\$11,329.70	3	\$ 3,045.44	\$2,193.39	\$11,329.70
FY 2017	\$1,991.68	4	\$ 497.92		
FY 2018	\$2,041.44	4	\$ 510.36		
FY 2019	\$2,078.88	4	\$ 519.72		
FY 2020	\$2,128.64	4	\$ 532.16		
<b>Total Obligation</b>	<b>\$19,570.34</b>				

FY 2016 Last Quarter (April-June) is prorated for use of Office Space. DNR to vacate by June 1, 2016.	\$852.05	\$ 1,704.11	plus FY 2016 Q4 Warm and Yard Storage	\$489.28	Equals last FY 2016 Payment	\$2,193.39
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**AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR HANDS-  
ON/IN-DEPTH FRACTURE CRITICAL BRIDGE INSPECTION**

**Parties**

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

**Background 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. MN/DOT and DNR are both responsible for maintenance and inspection of bridges within their respective jurisdictions and, as part of such responsibility, are required by the National Bridge Inspection Standards (CFR 23 Section 650 Subpart C) to perform hands-on/in-depth inspections of fracture critical bridges on a biannual basis; and
3. MN/DOT presently employs qualified bridge inspectors who are trained in performing hands-on/in-depth inspections of fracture critical bridges; and
4. Within the DNR road network there are 6 bridges that are classified as fracture critical; and
5. DNR is required to ensure that hands-on/in-depth inspections are performed on all fracture critical bridges within its road network on a biannual cycle; and
6. MN/DOT is willing to perform hands-on/in-depth fracture critical inspections on the bridges within DNR jurisdiction as shown in Exhibit A; and
7. DNR is willing to reimburse MN/DOT for the actual costs associated with performing the hands-on/in-depth fracture critical bridge inspections; and
8. Both parties are desire to formalize their cooperative arrangement for completion of these inspections as hereinafter set forth.

## Agreement

### 1. TERM OF AGREEMENT

- A) This Agreement will be effective upon the date upon which it has been approved and executed by the necessary MN/DOT and DNR officials pursuant to applicable laws; and
- B) This Agreement will be in effect for an initial term of 10 years, unless terminated earlier pursuant to Article 4.
- C) The DNR Authorized Representative for this agreement will be Paul Ouren, Bridge Inspection Engineer, Department of Natural Resources, 1601 Minnesota Drive, Brainerd, MN 56401 (218-833-8674).
- D) The Mn/DOT Authorized Representative with this agreement will be Gary Peterson, Office of Bridges and Structures, Bridge Construction and Maintenance Engineer, 3485 Hadley Ave N., Oakdale, MN 55128 (651-366-4507).

### 2. SCOPE OF WORK

- A) Prior to performing any inspections, MN/DOT will review previous inspection reports and as-built drawings of the bridges.
- B) MN/DOT will contact DNR with a proposed schedule of inspection dates and discuss measures for necessary traffic control to perform the work. Traffic control will be provided by MN/DOT. Scheduling will be proposed in conjunction with other inspections in the geographic area so as to minimize inspection costs. If requested, routine inspections will also be performed by MN/DOT.
- C) DNR may have personnel available to provide assistance in performing the inspections at their convenience.
- D) MN/DOT will provide necessary access equipment including under bridge inspection vehicles, ladders, scaffolding, boats etc.
- E) Inspections will be performed by qualified Level II bridge inspectors with advanced training and experience in performing hands-on/in-depth inspections on fracture critical bridges.
- F) When necessary, bridge inspectors will perform non-destructive testing to determine remaining cross sectional area of steel components, determine soundness of pins and determine the presence of cracks in steel components.
- G) Inspections will be performed and documented in accordance with NBIS regulations.
- H) Critical findings will be reported to DNR within 24 hours.
- I) An inspection report will be provided to DNR within 30 days of completion of the inspections documenting condition of bridge components and any recommended follow-up actions.
- J) DNR maintains responsibility for NBI reporting to MN/DOT as to condition of all bridges carrying public traffic. This responsibility includes performing quality control review by a registered professional engineer for all inspections performed on bridges within DNR jurisdiction.
- K) Bridges may be added or deleted from the scope of this agreement at DNR's request.

- L) MN/DOT may include inspection of DNR bridges in a consultant agreement for bridge inspection if staff is not available to perform this work.

### 3. TERMS OF PAYMENT

- A) Upon execution of this Agreement, and receipt of a request from MN/DOT, DNR will advance the sum of \$39,000.00 to MN/DOT. MN/DOT will deposit the funds into a dedicated account, and will draw on the funds as the work is performed. MN/DOT will charge the DNR fund for the actual cost of services rendered by MN/DOT, including (1) wages paid to MN/DOT employees at their actual rate of pay, plus customary overhead and labor additives as established annually by the MN/DOT finance section; and (2) the actual cost of equipment rental necessary to perform the work; and (3) actual costs paid to consultants to perform the work. At the half-way point and end of the 2008 inspection cycle, the Mn/DOT Authorized Representative will submit an itemized statement to the DNR Authorized Representative showing all costs related to performing the inspections as previously discussed. The statement will include an account balance and either billing invoice or refund based on the previous cycle inspection costs. At the beginning of the following inspection cycle, The Mn/DOT Authorized Representative will discuss the proposed inspection cycle with the DNR Authorized Representative. Mn/DOT will submit an invoice to DNR for agreed upon inspections based on the previous cycle costs prior to performing this work. At the end of the inspection cycle, the account statement will be submitted by Mn/DOT to DNR as discussed previously.

### 4. TERMINATION

- A) This Agreement may be terminated prior to the expiration by the mutual written agreement of the parties. The parties agree to provide a minimum of 90 days written notice of any intention to terminate this Agreement. MN/DOT may terminate this Agreement upon 90 days written notice to the DNR if reductions in MN/DOT staffing levels make it impracticable to properly perform the work specified herein. Upon termination, DNR will be entitled to a refund of funds advanced to MN/DOT but not yet earned by MN/DOT.

### 5. GOVERNING TERMS

- A) Pursuant to Minnesota Statutes § 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the parties relevant to this Agreement are subject to examination by the MN/DOT and DNR auditors, as well as the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years.
- B) The MN/DOT and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or to a party under this agreement.
- C) Any amendment to this Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who executed this Agreement, or their successors in office.
- D) If either party fails to enforce any provision of this Agreement, that failure

does not waive the provision or said party's right to subsequently enforce it.

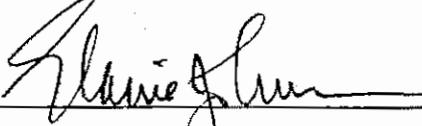
- E) This written Agreement contains all negotiations and understandings between the parties. No other understanding concerning this Agreement, whether written or oral, may be used to bind either party.
- F) Minnesota law governs the validity, interpretation and enforcement of this Agreement.

6. Liability. Each party will be solely responsible for its own acts and omissions and the results thereof to the extent authorized by Minnesota Statutes §3.736 and other applicable law. For purposes of determining liability for release or threatened release of a hazardous substance, or a pollutant or contaminant, MN/DOT is acting as a "Contractor" to the DNR within the meaning of Minnesota Statutes §115B.04 (subd. 10), and is entitled to the protection from liability afforded by that status.

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

**MINNESOTA DEPARTMENT OF  
NATURAL RESOURCES**

**MINNESOTA DEPARTMENT OF  
TRANSPORTATION**

By:   
 Title: Elaine Johnson, Administrator  
Minnesota Department of Natural Resources  
 Date: 2-8-08

By:   
 Title: Ops Div Dir  
 Date: 1/18/08

**ENCUMBRANCE VERIFICATION**  
 By:   
 Title: B 09346  
 Date: 11-19-2007

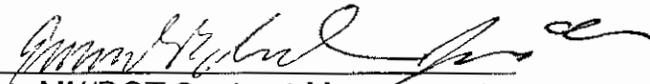
**Approved as to form and execution:**  
 By:   
 MN/DOT Contract Management  
 Date: 1/17/2008 1-22-08

Exhibit A

Region	Division	Bridge #	County Location	Location Description	Estimated time of inspection (man days)	Total Inspection Costs
1	Forestry	R0018	68 ROSEAU COUNTY	STATE 230 OVER HANSEN CREEK	1	\$3,000.00
2	Parks	3459	38 LAKE COUNTY	State Park Rd over Baptism River	4	\$12,000 00
4	Parks	6146	50 MOWER COUNTY	STATE 2 over Little Iowa River	3	\$9,000 00
2	Parks	58549	58 PINE COUNTY	State Park Road 19 over Sand Creek	2	\$6,000.00
1	F&W	68536	68 ROSEAU COUNTY	Parking Lot Entrance over Ditch	1	\$3,000.00
2	T&W	69657	69 ST LOUIS COUNTY	OHV Park Road over DM & IR RR	2	\$6,000 00
						<b>\$39,000.00</b>

92070-P



# Partnership Proposal

Minnesota Department of Transportation  
395 John Ireland Blvd, MS 700  
St. Paul, MN 55155



For office use only

Title DNR - Fracture Critical Bridge Inspections

Fund # 200-6102-12M  
D-20-21-218 ENGN

Estimated receivable \$ 195,000.00

Date approved 1/29/08

Rev source 2301

**APPROVED**

1-29-08

1. What is the approximate cost participation or dollar value of this partnership to MN/DOT?

Estimated costs for in-depth fracture critical bridge inspections are \$39,000 every other year beginning in 2008.

2. List the contact person for each party.

Mn/DOT contact

Name Gary Peterson

Address 3485 Hadley Ave. No.

Oakdale, Mn 55128



Phone: 651-366-4507

Fax: 651-366-4497

Email: gary.peterson@dot.state.mn.us

Other Party contact *(Add additional parties if necessary)*

Name: Paul Ouren

Address: 1601 Minnesota Dr.

Brainard, Mn 56401

Brainard

Phone: 218-833-8674

Fax: 218-833-8668

Email: paul.ouren@dnr.state.mn.us

**3. Describe the proposed responsibilities of each party.**

**MN/DOT agrees to:**

- A) Prior to performing any inspections, MN/DOT will review previous inspection reports and as-built drawings of the bridges.
- B) MN/DOT will contact DNR with a proposed schedule of inspection dates and discuss measures for necessary traffic control to perform the work. Traffic control will be provided by MN/DOT. Scheduling will be proposed in conjunction with other inspections in the geographic area so as to minimize inspection costs. If requested, routine inspections will also be performed by MN/DOT.
- C) DNR may have personnel available to provide assistance in performing the inspections at their convenience.
- D) MN/DOT will provide necessary access equipment including under bridge inspection vehicles, ladders, scaffolding, boats etc.
- E) Inspections will be performed by qualified Level II bridge inspectors with advanced training and experience in performing hands-on/in-depth inspections on fracture critical bridges.

- F) When necessary, bridge inspectors will perform non-destructive testing to determine remaining cross sectional area of steel components, determine soundness of pins and determine the presence of cracks in steel components.
- G) Inspections will be performed and documented in accordance with NBIS regulations.
- H) Critical findings will be reported to DNR within 24 hours.
- I) An inspection report will be provided to DNR within 30 days of completion of the inspections documenting condition of bridge components and any recommended follow-up actions.

**DNR agrees to:**

- A) Retain overall responsibilities for maintenance of bridges within its jurisdiction.
- B) DNR maintains responsibility for NBI reporting to MN/DOT as to condition of all bridges carrying public traffic. This responsibility includes performing quality control review by a registered professional engineer for all inspections performed on bridges within DNR jurisdiction.

**4. How will each party benefit from this partnership?**

**Benefits to MN/DOT:**

MN/DOT reports NBI data to FHWA on an annual basis. Participation in DNR jurisdiction fracture critical bridge inspections ensures compliance with NBIS for these bridges. MN/DOT fracture critical bridge inspection resources are more fully utilized.

**Benefits to DNR:**

Performance of these inspections ensures that DNR will be in compliance with NBIS. Utilizing MN/DOT expertise to conduct federally and state mandated inspections will be at an overall lower cost than training their own personnel or hiring their own consultant to perform this work.

**5. List approximate dates of duration of partnership.**

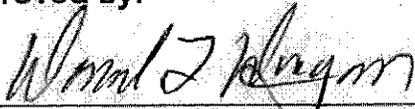
From 2/01/2008

To 01/01/2017

**6. Identify any other justification for this partnership. What will happen if it does not take place?**

If this partnership does not take place the DNR will need to train their personnel to perform this work or hire a consultant to perform this work. If none of the above occurs, DNR will be out of compliance with the federal and state regulations for bridge inspections.

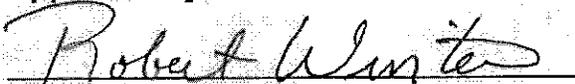
**Approved by:**



District Engineer / Office Director

Date 1/10/08

**Approved by:**



Division Director

Date 1/24/08



Director, Finance & Administration

Date 1-29-08

**Send this form to:**

Janet G. Ekern, Partnerships Coordinator  
Minnesota Department of Transportation  
395 John Ireland Blvd, MS 700  
St. Paul, MN 55155  
651-297-7509  
FAX 651-297-7576

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
between  
DEPARTMENT OF TRANSPORTATION  
and  
DEPARTMENT OF AGRICULTURE  
for  
USE OF SPACE**

This Agreement is between the Minnesota Department of Transportation (Mn/DOT) and the Minnesota Department of Agriculture ("Agriculture").

**Background Recitals**

1. Under Minnesota Statutes Section 471.59, subdivision 10, Mn/DOT and Agriculture 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. An agreement that can be regularly updated is an efficient means to administer the Department of Agriculture's use of Mn/DOT space; and.
4. Both parties are willing to enter this agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 *Effective date:* This Agreement will be effective on March 1, 2008, or the date signed by an authorized official of each party, whichever is later.
- 1.2 *Expiration date:* This Agreement will expire on February 28, 2009, unless terminated earlier pursuant to Article 10.

**2. Authorized Representatives**

- 2.1 Mn/DOT's authorized representative for purposes of administering this agreement is Richard L. Post AIA, Facilities Program Director or his successor, Office of HR & Administration, 395 John Ireland Blvd, MS 715, 651-366-3573, RichardL.Post@dot.state.mn.us.
- 2.2 Department of Agriculture's authorized representative for purposes of administering this agreement is Mr. Jim Boerboom, Deputy

Commissioner, Department of Agriculture 651-201-6587,  
JBoerboom@state.mn.us, Minnesota Department of Agriculture, or his  
successor.

**3. Changes to this agreement**

- 3.1 Amendments to this agreement must be in writing to be effective, and must be signed by the officials who signed this Agreement, or their successors in office.

**4. Mn/DOT Responsibilities**

- 4.1 Provide the Department of Agriculture with office space, (work cubicles), needed to perform its functions, consisting of approximately 180 square feet, including 144 square feet of office space and 36 square feet of common space. Space to be located at:

Transportation District 3B – St. Cloud  
3725 12<sup>th</sup> Street North  
St. Cloud, Minnesota 56303

- 4.2 Provide utilities including heat, electricity, water and sewer.  
4.3 Provide LAN and WAN capabilities, copier, printer, fax capability based on 250 copies per month.  
4.4 Provide janitorial services and trash removal.  
4.5 Provide building and yard maintenance including snow removal.  
4.6 Provide building security and employee safety services.  
4.7 Provide parking for Agriculture vehicles and guests.  
4.8 Provide access 24 hours/day, 365 days/year to appropriate buildings and secured areas.

**5. Department of Agriculture Responsibilities**

- 5.1 Pay to Mn/DOT an annual fee for the use of space, for each year of this agreement, and related costs as specified in Article 7.  
5.2 Adhere to Mn/DOT's building operations practices, including but not limited to building security, safety, smoking, waste/recycling, parking and reasonable care of the space.

**6. Method of determining payment amounts**

- 6.1 Mn/DOT will, at least annually and no more often than quarterly, determine the square foot charges for rental space, provided that such amount does not exceed the amount specified in Article 7. To determine square foot charges for each rental space, MnDOT may utilize a combination of:
- local rental space averages; and/or,
  - the Department of Administration cost recovery method; and/or,
  - The Building Owners and Managers Experience Exchange Report.

**7. Terms of Payment**

- 7.1 As rent for 144 square feet of leased office space, Agriculture will pay Mn/DOT not more than \$12.50 per square foot annually, for a subtotal of \$1800.00 annually.
- 7.2 As rent for 36 square feet of leased common space, Agriculture will pay Mn/DOT not more than \$12.50 per square foot annually, for a subtotal of \$450.00 annually
- 7.3 As rent for office equipment use, Agriculture will pay Mn/DOT not more than \$336.00 annually for 2 people to use this equipment. Agriculture will provide their Cisco phones.
- 7.4 As rent for common port use, Agriculture will pay Mn/DOT not more than \$288.00 annually for 2 people. One port is allotted for each person.
- 7.5 Total Square Foot rented: 180 SF
- 7.6 Total amount owed: \$2874.00
- 7.7 Agriculture will make payment to Mn/DOT for the use of the space, equipment and common ports specified, in quarterly payments due at the end of September, December, March, and June of each state fiscal year of this agreement.,
- 7.8 Agriculture will make payments, referencing Mn/DOT agreement number, directly to Mn/DOT, using Mn/DOT'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
- 7.9 Mn/DOT will then credit the appropriate Mn/DOT District Operating Funds account for the District share.

**8. Liability**

- 8.1 Each party is solely responsible for its own employees for any worker's compensation claims. An employee of one party will not be considered an employee of the other party for any purpose.
- 8.2 Each party is solely responsible for its own acts or omissions associated with the use of space administered by this Agreement. The liability of the parties is governed by Minnesota Statutes §3.736.

**9. Audit**

- 9.1 Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of Mn/DOT and Agriculture relevant to this Agreement are subject to examination by Mn/DOT, Agriculture and the Legislative Auditor for a minimum of six years from the end of this Agreement.

**10. Termination**

10.1 This Agreement may be terminated by either party, with cause, with 90 days written notice to the other party.

10.2 This Agreement may be terminated at any time by mutual agreement of the parties.

**11. Assignment**

11.1 *Assignment*: Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

**MINNESOTA DEPARTMENT OF AGRICULTURE**

By *Jim Boluham*  
(with delegated authority)  
Title *Deputy Commissioner*  
Date *March 11, 2008*

**AGRICULTURE ENCUMBRANCE VERIFICATION**

By *Wahid Zabal*  
Date *3-5-08*

CFMS Contract # *B-12171*

**MINNESOTA DEPARTMENT OF TRANSPORTATION**

By *Robert Winter*  
(with delegated authority)  
Title *Ops Dir Dir*  
Date *4/8/08*

Mn/DOT Contract Management  
As to form & execution

By: *Jim Ome*  
Title: Contracts Administrator  
Date: *April 8, 2008*

STATE OF MINNESOTA

AMENDMENT TO INTERAGENCY AGREEMENT

MN/DOT: 92571-P

Amendment No. 1

THIS AMENDMENT is made by and between the State of Minnesota, Department of Transportation (MN/DOT), hereinafter referred to as PROVIDING AGENCY, and the State of Minnesota, Department of Agriculture (AGR), hereinafter referred to as AGENCY.

WHEREAS, PROVIDING AGENCY and AGENCY entered into Agreement No. 92571-P, dated April 8, 2008, involving the use of office space in the building located at 3725 12th Street North, City of St. Cloud, allocated as follows:

<u>USE</u>	<u>Square Feet</u>
Office	144
Common	36
<b>TOTAL</b>	<b>180</b>

WHEREAS, PROVIDING AGENCY and AGENCY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;

NOW THEREFORE, PROVIDING AGENCY and AGENCY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 92571-P, effective as of the date set forth herein.

1. **RENEWAL TERM** This Agreement shall be renewed for a period of five (5) years, commencing March 1, 2009 and continuing through February 28, 2014 ("Renewal Term"), at the same terms and conditions as set forth in the Agreement, except as otherwise provided herein
2. **SQUARE FOOTAGE INCREASE** Effective March 1, 2009 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of one hundred forty four (144) usable square feet of storage space in Room 029, resulting in a new total of three hundred and twenty four (324) usable square feet of space leased in the building located at 3725 12<sup>th</sup> Street North, allocated as follows:

<u>USE</u>	<u>Square Feet</u>
Office	144
Common	36
Storage	144

**TOTAL                      324**

**3.     RENT**

3.1     Rent Payment    PROVIDING AGENCY shall pay AGENCY rent for the Renewal Term in the sum of eighteen thousand eight hundred two and 80/100 dollars (\$18,802.80) in accordance with the rent schedule set forth below:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
<b>03/01/09 - 02/28/10</b>				
Office	144	\$ 12.50	\$ 150.00	\$ 1,800.00
Common	36	\$ 12.50	\$ 37.50	\$ 450.00
Storage	144	\$ 8.00	\$ 96.00	\$ 1,152.00
	324		\$ 283.50	\$ 3,402.00
<b>03/01/10 - 02/28/11</b>				
Office	144	\$ 13.13	\$ 157.56	\$ 1,890.72
Common	36	\$ 13.13	\$ 39.39	\$ 472.68
Storage	144	\$ 8.40	\$ 100.80	\$ 1,209.60
	324		\$ 297.75	\$ 3,573.00
<b>03/01/11 - 02/28/12</b>				
Office	144	\$ 13.79	\$ 165.48	\$ 1,985.76
Common	36	\$ 13.79	\$ 41.37	\$ 496.44
Storage	144	\$ 8.82	\$ 105.84	\$ 1,270.08
	324		\$ 312.69	\$ 3,752.28
<b>03/01/12 - 02/28/13</b>				
Office	144	\$ 14.48	\$ 173.76	\$ 2,085.12
Common	36	\$ 14.48	\$ 43.44	\$ 521.28
Storage	144	\$ 9.26	\$ 111.12	\$ 1,333.44
	324		\$ 328.32	\$ 3,939.84
<b>03/01/13 - 02/28/14</b>				
Office	144	\$ 15.20	\$ 182.40	\$ 2,188.80
Common	36	\$ 15.20	\$ 45.60	\$ 547.20
Storage	144	\$ 9.72	\$ 116.64	\$ 1,399.68
	324		\$ 344.64	\$ 4,135.68
			<b>TOTAL</b>	<b>\$ 18,802.80</b>

3.2     Rent Payment Address    LESSEE shall mail or deliver the monthly rent set forth above without demand, by the end of the applicable calendar month to LESSOR at the following address:

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

4. **AUTHORIZED REPRESENTATIVE**

4.1 Deletion Clause 2.1 of the Agreement is hereby deleted and of no further force or effect.

4.2 All notices or communications between PROVIDING AGENCY and AGENCY shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

PROVIDING AGENCY:

Facilities Program Director; Robert Miller  
Facilities Services  
395 John Ireland Blvd, MS 715  
St Paul MN 55155  
651-366-3573

AGENCY:

Department of Agriculture Deputy  
Commissioner Jim Boerboom  
625 N Robert Street  
St Paul MN 55155

5. All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

---

**NO EXHIBITS**

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

PROVIDING AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF AGRICULTURE

By Mark P. Wilinski  
Delegated authority

By Joni Boelke  
Delegated authority

Title Director - Office of Admin.

Title Deputy Commissioner

Date 3-20-09

Date March 10, 2009

MN/DOT CONTRACT MANAGEMENT  
As to form & execution

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

By [Signature]  
Title Mn/DOT Contract Administrator

By Julia Zabel

Date 3-20-09

Date 3-9-09

CFMS Contract No. B-12171

**STATE OF MINNESOTA  
AMENDMENT TO INTERAGENCY AGREEMENT**

MN/DOT: **92571-P**

Amendment No. 2

THIS AMENDMENT is made by and between the State of Minnesota, Department of Transportation(MN/DOT), hereinafter referred to as PROVIDING AGENCY, and the State of Minnesota, Department of Agriculture (MDA), hereinafter referred to as AGENCY.

WHEREAS, PROVIDING AGENCY and AGENCY entered into Agreement 92571-P, dated March 1, 2009, involving the use of office space in the building located at 3725 12th Street North, City of St. Cloud, allocated as follows:

**USE Square Feet**

Office 144  
Common 36  
Storage 144  
**TOTAL 324**

WHEREAS, PROVIDING AGENCY and AGENCY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;

NOW THEREFORE, PROVIDING AGENCY and AGENCY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 92571-P, effective as of the date set forth herein. All original agreement terms and conditions not specifically modified through this or previous amendments shall remain in effect.

**SQUARE FOOTAGE INCREASE** Effective May 1, 2011 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of Seventy two (72) usable square feet of office space and an increase of eighteen (18) common square feet, resulting in a new total of four hundred and fourteen (414) usable square feet of space leased in the building located at 3725 12th Street North, allocated as follows:

**USE Square Feet**

Office 216  
Common 54  
Storage 144  
**TOTAL 414**

**RENT FOR OFFICE EQUIPMENT AND COMMON PORT USE INCREASE** Effective May 1, 2011 and continuing through February 28 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of \$312.00 annually for rent of office equipment use and rent for common port use. New total amount annually for office equipment and port use: \$936.00

**RENT PAYMENT** AGENCY shall pay PROVIDING AGENCY rent for the Remainder of the term in the sum of seventeen thousand five hundred sixty four and 32/100 dollars (\$17,564.32) in accordance with the rent schedule set forth below:

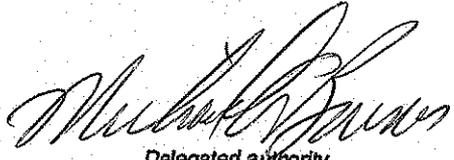
Lease Period	Square Feet	Rate Per SQ. FT.	Monthly Payment	Rent for Lease Period
<b>5/1/2011 - 02/28/12</b>				
Office	216	\$ 13.79	\$ 248.22	\$ 2,482.20
Common	54	\$ 13.79	\$ 62.50	\$ 625.00
Storage	144	\$ 8.82	\$ 105.84	\$ 1,058.40
Office Equipment and Port			\$ 78.00	\$ 780.00
Total	414		\$ 494.56	\$ 4,945.60
<b>03/01/12 - 02/28/13</b>				
Office	216	\$ 14.48	\$ 260.64	\$ 3,127.68
Common	54	\$ 14.48	\$ 65.16	\$ 781.92
Storage	144	\$ 9.26	\$ 111.12	\$ 1,333.44
Office Equipment and Port			\$ 78.00	\$ 936.00
Total	414		\$ 514.92	\$ 6,179.04
<b>03/01/13 - 02/28/14</b>				
Office	216	\$ 15.20	\$ 273.60	\$ 3,283.20
Common	54	\$ 15.20	\$ 68.40	\$ 820.80
Storage	144	\$ 9.72	\$ 116.64	\$ 1,399.68
Office Equipment and Port			\$ 78.00	\$ 936.00
Total	414		\$ 536.64	\$ 6,439.68
			<b>TOTAL</b>	<b>\$ 17,564.32</b>

All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

**NO EXHIBITS**

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PROVIDING AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF  
TRANSPORTATION

By   
Delegated authority

Title *Division Director*

Date *5/24/11*

MN/DOT CONTRACT MANAGEMENT  
As to form & execution

By 

Title *Mn/DOT Contracts Administrator*

Date *5-27-2011*

AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF AGRICULTURE

By   
Delegated authority

Title *Deputy Commissioner*

Date *May 3, 2011*

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

By 

Date *4/29/2011*

CFMS Contract No. B-12171

**STATE OF MINNESOTA  
AMENDMENT TO INTERAGENCY AGREEMENT**

**MN/DOT: 92571-P**

**Amendment No. 3**

THIS AMENDMENT is made by and between the State of Minnesota, Department of Transportation (MN/DOT), hereinafter referred to as PROVIDING AGENCY, and the State of Minnesota, Department of Agriculture (MDA), hereinafter referred to as AGENCY.

WHEREAS, PROVIDING AGENCY and AGENCY entered into Agreement No.92571-P, Amendment 2 dated May 1, 2011, involving the use of office space in the building located at 3725 12th Street North, City of St. Cloud, allocated as follows:

**USE Square Feet**  
Office 216  
Common 54  
Storage 144  
**TOTAL 414**

WHEREAS, PROVIDING AGENCY and AGENCY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;

NOW THEREFORE, PROVIDING AGENCY and AGENCY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 92571-P, effective as of the date set forth herein.

**SQUARE FOOTAGE INCREASE** Effective May 1, 2012 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of seventy two (72) usable square feet of office space, and an increase of eighteen (18) common square feet resulting in a new total of five hundred and four (504) usable square feet of space leased in the building located at 3725 12th Street North, allocated as follows:

**USE Square Feet**  
Office 288  
Common 72  
Storage 144  
**TOTAL 504**

**RENT FOR OFFICE EQUIPMENT AND COMMON PORT USE INCREASE** Effective May 1, 2012 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of \$26.00 monthly for rent of office equipment use and rent for common port use. New total amount monthly for office equipment and port use: \$104.00

**RENT PAYMENT AGENCY** shall pay PROVIDING AGENCY rent for the Remainder of the term in the sum of fourteen thousand six hundred fourteen and 88/100 dollars (\$14,614.88) in accordance with the rent schedule set forth below:

Lease Period	Square Feet	Rate Per SQ. FT.	Monthly Payment	Rent for Lease Period
<b>05/01/12 - 02/28/13</b>				
Office	288	\$ 14.48	\$ 347.52	\$ 3,475.20
Common	72	\$ 14.48	\$ 86.88	\$ 868.80
Storage	144	\$ 9.26	\$ 111.12	\$ 1,111.20
Office Equipment and Port			\$ 104.00	\$ 1,040.00
Total	504		\$ 649.52	\$ 6,495.20
<b>03/01/13 - 02/28/14</b>				
Office	288	\$ 15.20	\$ 364.80	\$ 4,377.60
Common	72	\$ 15.20	\$ 91.20	\$ 1,094.40
Storage	144	\$ 9.72	\$ 116.64	\$ 1,399.68
Office Equipment and Port			\$ 104.00	\$ 1,248.00
Total	504		\$ 676.64	\$ 8,119.68
			<b>TOTAL</b>	<b>\$ 14,614.88</b>

All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

**NO EXHIBITS**

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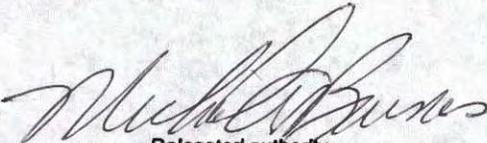
IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

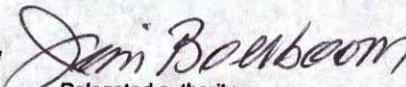
PROVIDING AGENCY:

AGENCY:

STATE OF MINNESOTA  
DEPARTMENT OF  
TRANSPORTATION

STATE OF MINNESOTA  
DEPARTMENT OF AGRICULTURE

By   
Delegated authority

By   
Delegated authority

Title *Division Director*

Title *Deputy Commissioner*

Date *3/23/12*

Date *March 19, 2012*

MN/DOT CONTRACT MANAGEMENT  
As to form & execution

AGRICULTURE ENCUMBRANCE  
VERIFICATION

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

By 

By *Jind K Rowley*

Title *Mn/DOT Contracts Administrator*

Title *OAS Principal*

Date *3-26-2012*

Date *3/12/12 (PO 3(5)1313)*

**STATE OF MINNESOTA  
AMENDMENT TO INTERAGENCY AGREEMENT**

**MN/DOT: 92571-P**

**Amendment No. 4**

**THIS AMENDMENT is made by and between the State of Minnesota Department of Transportation (MN/DOT), hereinafter referred to as PROVIDING AGENCY, and the State of Minnesota, Department of Agriculture (MDA), hereinafter referred to as AGENCY.**

**WHEREAS, PROVIDING AGENCY and AGENCY entered into Agreement No.92571-P, Amendment 3 dated May 1, 2012, involving the use of office space in the building located at 3725 12th Street North, City of St. Cloud, allocated as follows:**

**USE Square Feet  
Office 288  
Common 72  
Storage 144  
TOTAL 504**

**WHEREAS, PROVIDING AGENCY and AGENCY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;**

**NOW THEREFORE, PROVIDING AGENCY and AGENCY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 92571-P, effective as of the date set forth herein.**

**SQUARE FOOTAGE INCREASE Effective March 1, 2013 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of seventy two (72) usable square feet of office space, and an increase of eighteen (18) common square feet resulting in a new total of five hundred and ninety four (594) usable square feet of space leased in the building located at 3725 12th Street North, allocated as follows:**

**USE Square Feet  
Office 360  
Common 90  
Storage 144  
TOTAL 594**

**RENT FOR OFFICE EQUIPMENT AND COMMON PORT USE INCREASE** Effective March 1, 2013 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of \$26.00 monthly for rent of office equipment use and rent for common port use. New total amount monthly for office equipment and port use: \$130.00

**RENT PAYMENT AGENCY** shall pay PROVIDING AGENCY rent for the Remainder of the term in the sum of nine thousand seven hundred ninety nine and 68/100 dollars (\$9,799.68) in accordance with the rent schedule set forth below:

Lease Period	Square Feet	Rate Per SQ. FT.	Monthly Payment	Rent for Lease Period
<b>03/01/13 - 02/28/14</b>				
Office	360	\$ 15.20	\$ 456.00	\$ 5,472.00
Common	90	\$ 15.20	\$ 114.00	\$ 1,368.00
Storage	144	\$ 9.72	\$ 116.64	\$ 1,399.68
Office Equipment and Port			\$ 130.00	\$ 1,560.00
Total	594		\$ 816.64	\$ 9,799.68
			<b>TOTAL</b>	<b>\$ 9,799.68</b>

All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

**NO EXHIBITS**

**THIS PAGE INTENTIONALLY LEFT BLANK**

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

PROVIDING AGENCY:

AGENCY:

STATE OF MINNESOTA  
DEPARTMENT OF  
TRANSPORTATION

STATE OF MINNESOTA  
DEPARTMENT OF AGRICULTURE

By *Melissa Burnes*  
Delegated authority

By *Jim Boorboom*  
Delegated authority

Title *Division Director*

Title *Deputy Commissioner*

Date *2/1/13*

Date *Jan. 31, 2013*

MN/DOT CONTRACT MANAGEMENT  
As to form & execution

AGRICULTURE ENCUMBRANCE  
VERIFICATION

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

*18389 3(5)1313*

By *Ryan Gaulhe*  
Title *Contracts Administrator*

By *Linda Rowley*  
*Linda K Rowley*

Title *Buyer*

Date *2/6/2013*

Date *1/30/13*

STATE OF MINNESOTA  
AMENDMENT TO INTERAGENCY AGREEMENT

3(4)11044  
Accounting Spring  
3001-T7939300-  
T79137

MN/DOT: **92571-P**

Amendment No. 5

THIS AMENDMENT is made by and between the State of Minnesota Department of Transportation (MN/DOT), hereinafter referred to as PROVIDING AGENCY, and the State of Minnesota, Department of Agriculture (MDA), hereinafter referred to as AGENCY.

WHEREAS, PROVIDING AGENCY and AGENCY entered into Agreement No.92571-P, Amendment 4 dated March 1, 2013, involving the use of office space in the building located at 3725 12th Street North, City of St. Cloud, allocated as follows:

**USE Square Feet**  
Office 360  
Common 90  
Storage 144  
**TOTAL 594**

WHEREAS, PROVIDING AGENCY and AGENCY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;

NOW THEREFORE, PROVIDING AGENCY and AGENCY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 92571-P, effective as of the date set forth herein.

1. **RENEWAL TERM** This Agreement shall be renewed for a period of five (5) years, commencing March 1, 2014 and continuing through February 28, 2019 ("Renewal Term"), at the same terms and conditions as set forth in the original agreement, except as otherwise provided herein.

Mn/DOT Original

**RG**

**2. PAYMENT AGENCY** shall pay **PROVIDING AGENCY** for the term in the sum of fifty thousand thirty seven and 96/100 dollars (\$50,037.96) in accordance with the schedule set forth below:

Agreement Period	Square Feet	Rate Per SQ. FT.	Monthly Payment	Total Cost for Period
<b>03/01/14 - 02/28/16</b>				
Office	360	\$ 15.20	\$ 456.00	\$ 10,944.00
Common	90	\$ 15.20	\$ 114.00	\$ 2,736.00
Storage	144	\$ 9.72	\$ 116.64	\$ 2,799.36
Office Equipment and Port			\$ 130.00	\$ 3,120.00
<b>Total</b>	<b>594</b>		<b>\$ 816.64</b>	<b>\$ 19,599.36</b>
<b>3/1/2016 - 02/28/18</b>				
Office	360	\$ 15.70	\$ 471.00	\$ 11,304.00
Common	90	\$ 15.70	\$ 117.75	\$ 2,826.00
Storage	144	\$ 10.22	\$ 122.64	\$ 2,943.36
Office Equipment and Port			\$ 130.00	\$ 3,120.00
<b>Total</b>	<b>594</b>		<b>\$ 841.39</b>	<b>\$ 20,193.36</b>
<b>3/1/18 - 2/28/19</b>				
Office	360	\$ 15.95	\$ 478.50	\$ 5,742.00
Common	90	\$ 15.95	\$ 119.63	\$ 1,435.56
Storage	144	\$ 10.47	\$ 125.64	\$ 1,507.68
Office Equipment and Port			\$ 130.00	\$ 1,560.00
<b>Total</b>	<b>594</b>		<b>\$ 853.77</b>	<b>\$ 10,245.24</b>
<b>Agreement Total</b>				<b>\$ 50,037.96</b>

All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

**NO EXHIBITS**

**THIS PAGE INTENTIONALLY LEFT BLANK**

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

PROVIDING AGENCY:

AGENCY:

STATE OF MINNESOTA  
DEPARTMENT OF  
TRANSPORTATION

STATE OF MINNESOTA  
DEPARTMENT OF AGRICULTURE

By   
Delegated authority

By   
Delegated authority

Title *Director: Building Services*

Title *Deputy Commissioner*

Date *4/08/2014*  
Minnesota Department of Transportation

Date *Feb. 12, 2014*

By:   
Title: *Division Director*  
Date: *4/8/14*

AGRICULTURE ENCUMBRANCE  
VERIFICATION

MN/DOT CONTRACT MANAGEMENT  
As to form & execution

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

By 

By 

Title *Contracts Administrator*

Title *Buyer*

Date *4/11/2014*

Date *2/11/14*



**Interagency Agreement  
State of Minnesota  
Department of Transportation  
&  
Department of Corrections, MCF - Rush City**

**THIS INTERAGENCY AGREEMENT** is made this 1<sup>st</sup> day of August, 2009, by and between the **STATE of MINNESOTA, DEPARTMENT OF CORRECTIONS**, hereinafter referred to as **PROVIDING AGENCY**; and the **STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **AGENCY**.

**WHEREAS, PROVIDING AGENCY AND AGENCY** owns the parcel of land as depicted on attached map (Exhibit A), which is available for **AGENCY'S** use;

**WHEREAS, PROVIDING AGENCY and AGENCY** desires to enter into this Interagency Agreement for provision of use.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

1. **PREMISES:** PROVIDING AGENCY agrees to make available to AGENCY the space located at the MCF – Rush City, 7600 - 525th St., Rush City MN 55069 (hereinafter referred to as the Premises.)
2. **TERMS:** The terms of this interagency Agreement is five (5) years, commencing August 1, 2009 and continuing through July 31, 2014 (“AGREEMENT Term”)
3. **OPTION TO RENEW**
  - 3.1 PROVIDING AGENCY grants and AGENCY accepts the right to three (3) options to renew this AGREEMENT for a period of five (5) years each (“Option Period”) at the same terms and conditions set forth in the AGREEMENT
  - 3.2 To exercise the above noted option, AGENCY must indicate in writing its intent to exercise said option sixty (60) days prior to the expiration date of this AGREEMENT.
4. **USE:**
  - 4.1 AGENCY shall use the Premises for the purpose of erecting a 150 foot self-supporting communications tower, construct a 12 foot x 30 foot concrete equipment shelter at the base of the tower, and install a 1000 gallon LP tank. Said tower, shelter and LP tank shall be hereinafter referred to as Communications Facility.
  - 4.2 It is expressly understood and agreed that by reason of the nature and character of the occupancy of all parts thereof, the relation of LESSOR and LESSEE, as contemplated by the laws of this State, is not created by this Interagency Agreement, but AGENCY is granted only a permit to use the space described for the specified period.
5. **FEE:** As a fee for the Premises in consideration of all covenants, representations, and conditions of the Interagency Agreement, AGENCY shall pay PROVIDING AGENCY the sum of six hundred/100 dollars (\$600.00) per year, payable annually. First payment shall be due within thirty (30) days of the commencement date of this Agreement, and each subsequent commencement date thereafter.

6. **TERMINATION:** This Interagency Agreement may be canceled by either party at any time for any reason upon provision of one (1) year prior written notice to the other party.

7. **SURRENDER OF LEASED PREMISES:**

7.1 PROVIDING AGENCY and AGENCY hereby agree that at the expiration or earlier termination of this Lease Agreement or extension thereof, any equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by PROVIDING AGENCY or AGENCY shall remain the property of AGENCY. AGENCY shall, unless the parties agree otherwise, remove the Tower and all equipment from the Leased Premises within twelve (12) months of termination. AGENCY shall surrender the Leased Premises to PROVIDING AGENCY at the termination of the tenancy in such condition as Leased Premises was in immediately prior to the construction of AGENCY Tower, reasonable wear and damage by the elements excepted.

7.2 If PROVIDING AGENCY elects to assume ownership of the radio tower and related structures, PROVIDING AGENCY agrees to accept the structures "as-is" and with all faults and deficiencies.

8. **DUTIES OF PROVIDING AGENCY:** PROVIDING AGENCY shall furnish and provide, at its expense the following services:

- a. Snow removal up to the Communications Facility front gate.
- b. Grounds maintenance around the Communications Facility fenced compound.
- c. 7/24/365 access to Communications Facility.
- d. Authorization for AGENCY (or its contractors) to install electrical and telephone services to Communications Facility.

9. **DUTIES OF AGENCY:** AGENCY agrees to furnish and provide at its own expense the following services or duties and responsibilities:

- a. Weed and debris control, including equipment and or parts
- b. Payment of utility services
- c. Obtaining all necessary permits for construction of the Communications Facility, utilities, and other work that may be required to complete the Communications Facility.
- d. All costs related to the construction of the Communications Facility.
- e. Repair all roads within the MCF – Rush City campus that are damaged as a result of the Communications Facility.

10. **AMENDMENTS:** All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

11. **INSURANCE:**

11.1 PROVIDING AGENCY and AGENCY 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.

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

12. **SMOKING:** Pursuant to Minn. Stat. 16B.24, Subd. 9, PROVIDING AGENCY and AGENCY shall not permit smoking in the Premises.

13. **NOTICES:** All notices, or communications between PROVIDING AGENCY and AGENCY shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

PROVIDING AGENCY:  
Minnesota Department of Corrections  
MCF - Rush City  
7600 - 525th St.  
Rush City, Minnesota 55069  
Attn: Steve Forrest  
(320)358-0400

AGENCY:  
Minnesota Department of Transportation  
Office of Electronic Communications  
395 John Ireland Blvd., MS 730  
St. Paul, Minnesota 55155  
Attn: Business Manager  
(651)234-7964

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

PROVIDING AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF CORRECTION  
MCF-RUSH CITY

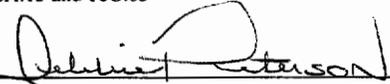
AGENCY:  
STATE OF MINNESOTA  
MINNESOTA DEPT. OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By   
Title Dep Comm  
Date 7/10/09

By   
Title ELECTRONIC COMMUNICATIONS DIR  
Date 7-28-09

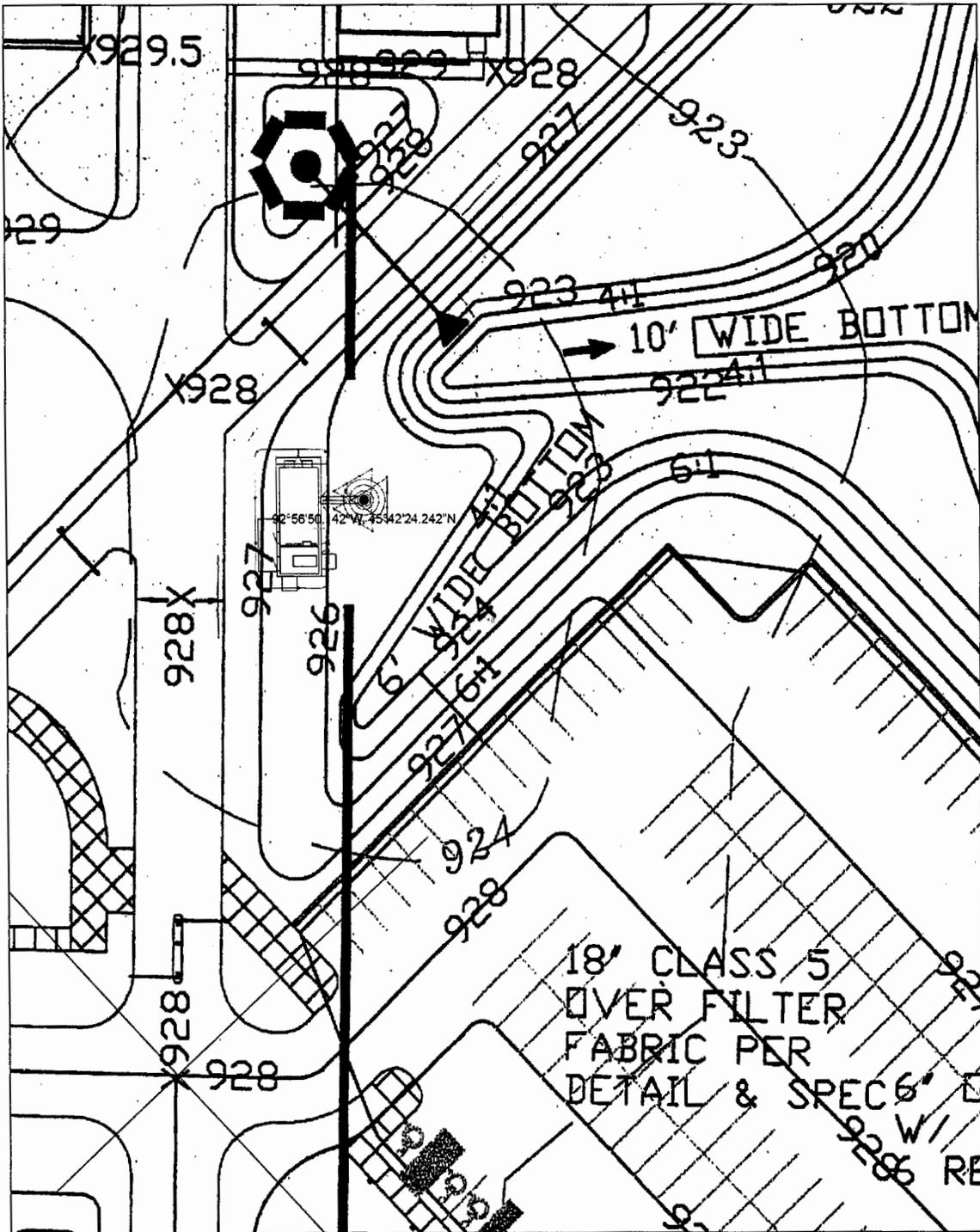
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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

By   
Date 8/24/09

CFMS Contract No. RT79 900000000002

Exhibit A



**STATE OF MINNESOTA**  
**AMENDMENT OF LICENSE**

License No. **98566**

Amendment No. **2**

THIS AMENDMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as LICENSOR, and the Metropolitan Emergency Services Board, hereinafter referred to as LICENSEE.

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit non-state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, LICENSOR and LICENSEE entered into the original License Agreement No. LI-184, dated May 26, 2006, and Amended November 16, 2006, involving the use of antenna space on LICENSOR'S tower and space in LICENSOR'S shelter located at 1200 East 18<sup>th</sup> Street in the city of Hastings; and

WHEREAS, LICENSOR and LICENSEE deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said License;

NOW THEREFORE, LICENSOR and LICENSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of License No. LI-184, effective as of the date set forth hereinafter.

LICENSOR and LICENSEE mutually agree that the original License No. LI-184 shall be revised and replaced with License No. 98566.

1. **RENEWAL TERM**

1.1 The term of this License Agreement shall be renewed for an additional ten (10) years, commencing May 1, 2011 and continuing through April 30, 2021.

2. Except as modified by the provisions of this Amendment, and as previously amended by Amendment No. 1, said License is ratified and confirmed as originally written.

---

**NO ATTACHMENTS**

IN TESTIMONY WHEREOF, the parties have set their hands on the date(s) appearing beneath their signatures.

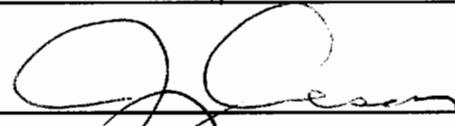
**LICENSEE:  
METROPOLITAN EMERGENCY SERVICES  
BOARD**

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

By 

Title Chair

Date 3/28/11

By 

Title Board Counsel

Date 3/29/11

**LICENSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
and Acknowledgement of Non-Encumbrance**

By 

Title Emergency Communications Dir

Date 3-21-11

**STATE OF MINNESOTA**  
**AMENDMENT OF LICENSE**

License No. LI-184

Amendment No. 1

THIS AMENDMENT made this 16th day of November, 2006, by and between State of Minnesota, Department of Administration, hereinafter referred to as LICENSOR, acting for the benefit of the Department of Transportation and Metropolitan Emergency Services Board, 2099 University Avenue West, Suite 201, St. Paul Minnesota 55104, hereinafter referred to as LICENSEE.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.04, subd. 5, to manage and control state property, real and personal and 16B.24 Subd. 5 to rent out state-owned property,;

WHEREAS, LICENSOR and LICENSEE entered into License No. LI-184 dated June 19, 2006, involving the use of antenna space on LICENSOR'S tower and space in LICENSOR'S shelter located at 1200 East 18<sup>th</sup> Street in the city of Hastings;

WHEREAS, LICENSOR and LICENSEE deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said License;

NOW THEREFORE, LICENSOR and LICENSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of License No. LI-184 effective as of the date set forth hereinafter.

**1. LIABILITY INSURANCE**

- 1.1 Clause 11 of the License is hereby deleted and of no further force or effect.
- 1.2 LICENSEE agrees maintain self insurance or acquire at its sole expense during the term of this and any extension thereof, commercial general liability insurance as follows:
  - a. Minimum limits of liability:
    - (i) \$ 300,000 per claimant.
    - (ii) \$1,000,000 per occurrence.

- b. Coverages:
  - (i) Bodily injury.
  - (ii) Property damage.
  - (iii) Personal injury.
  - (iv) Blanket contractual.
  - (v) Fire legal.

1.3 The commercial general liability insurance shall:

- a. Name the State of Minnesota (address: Department of Transportation, 395 John Ireland Boulevard, MS 730, St. Paul, Minnesota 55155) as additional insured.
- b. Provide an endorsement thereon that insurer will give not less than thirty (30) days written notice to LICENSOR in the event of material change in or cancellation of the liability insurance.

1.4 LICENSEE shall provide LICENSOR with a certificate of insurance or a statement of self-insurance that provides proof that the required coverage has been obtained, including a reference to site name and/or license number.

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

---

**NO ATTACHMENTS**

IN TESTIMONY WHEREOF, the parties have set their hands on the date(s) appearing beneath their signatures.

LICENSEE:  
METROPOLITAN EMERGENCY SERVICES  
BOARD

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

By Myra Peterson

Title Chair

Date 1/22/2007

By Dir Martine

Title Asst Ramsey County Attorney

Date Jan 25, 2007

LICENSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By Susan T. Estes  
Real Estate Management Division

Date JAN 29 2007

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Andrew W. [Signature]

Title DIRECTOR, DEC

Date 12/6/2006

RECOMMENDED:  
Acknowledgement of Non-Encumbrance  
DEPARTMENT OF TRANSPORTATION

By Delia Peterson

Title Business mgr.

Date 12/6/2006



**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #99464**  
**Moose Lake Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located on Tower Rd. 2.25 miles west of the City of Moose Lake, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Moose Lake Communications Facility located in the County of Carlton, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on October 1, 2011, and expiring September 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B2** and conform to the installation instructions in **Exhibit B2**.
- 3.4 DOC may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

## 7. DUTIES OF DOC

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, 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. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

**LIST OF EXHIBITS**

- EXHIBIT A: Location Map
- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Compound Layout Diagram
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

DOC certifies that the appropriate person(s) have executed the Use Agreement on behalf of DOC as required by applicable articles, bylaws, resolutions or ordinances

By David R Crist

Print Name: David R Crist

Title: Dep. Comm  
(Print or type)

Date: 8/26/11

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

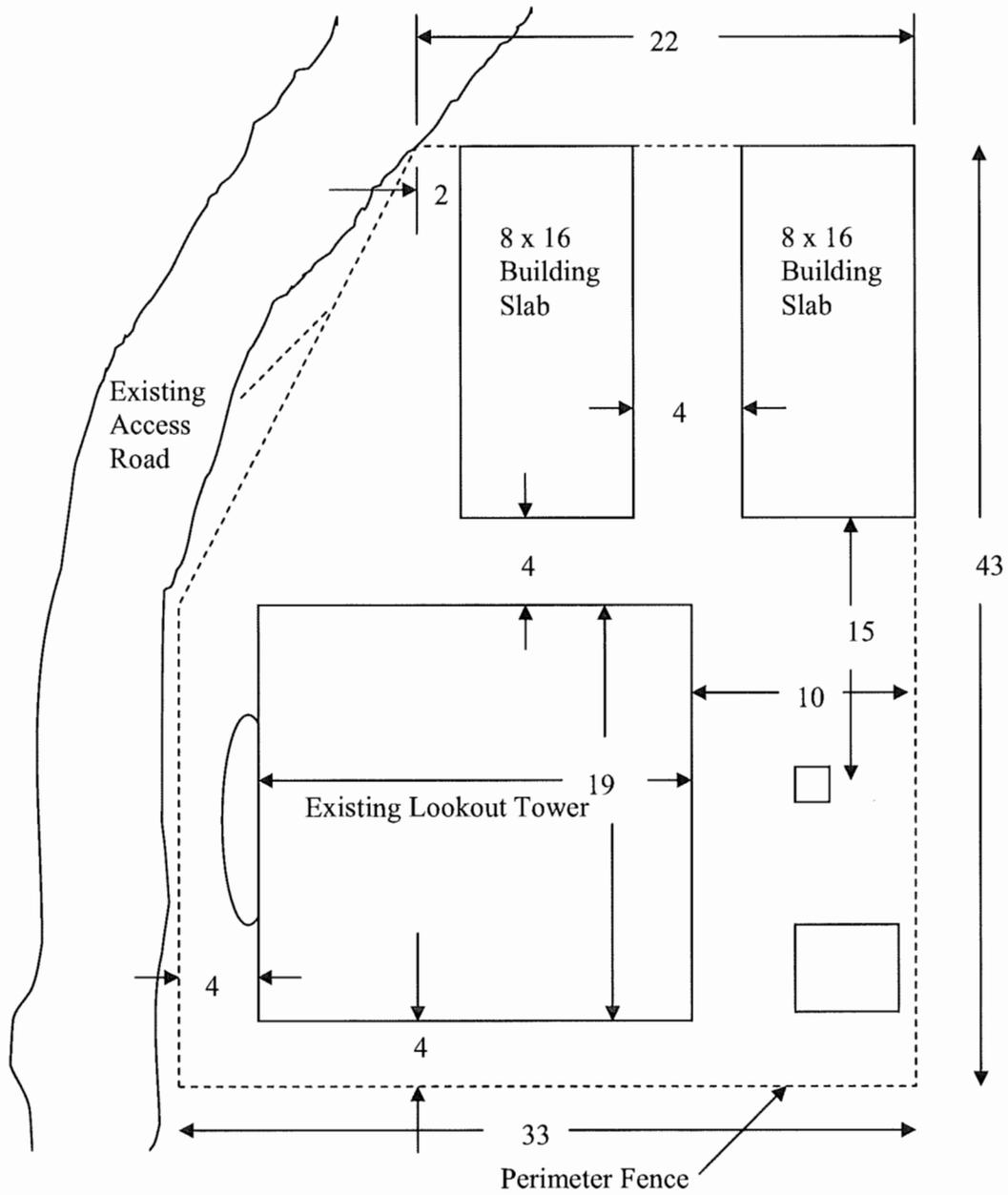
Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar Thakur  
Mukhtar Thakur

Title: Director

Date: Aug 19, 2011

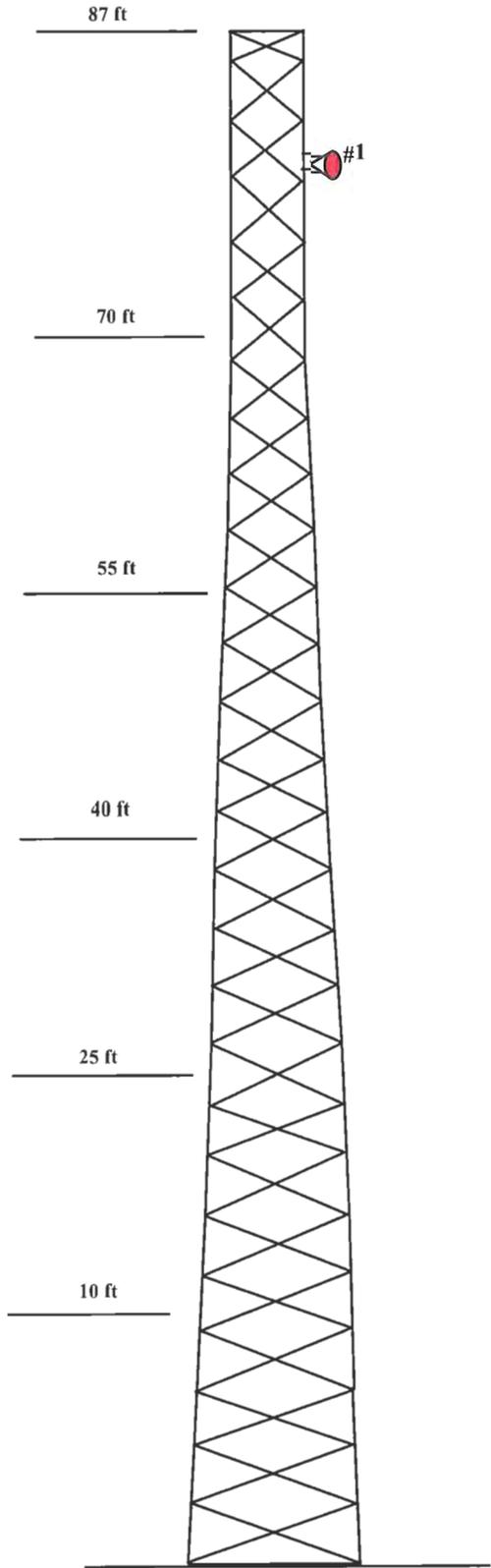
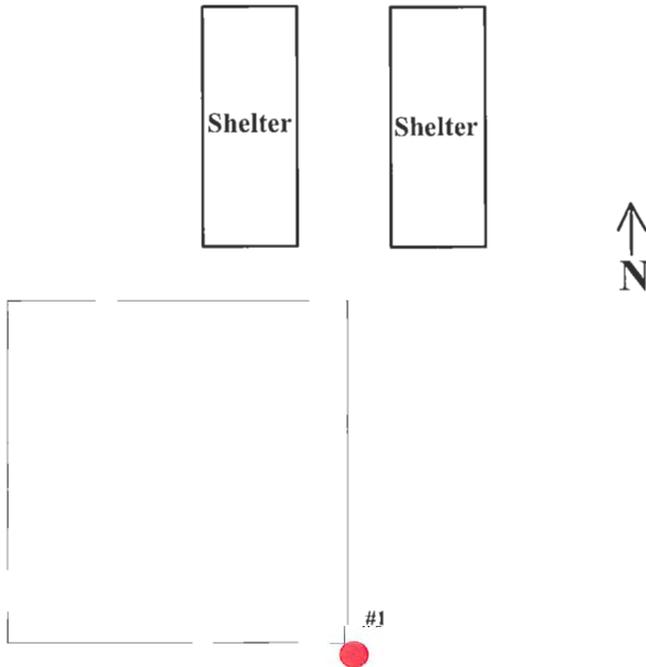


Moose Lake Lookout Tower Site

EXHIBIT A

ANTENNA KEY - MN Department of Corrections Antenna				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	Radiowaves HDP2-4.7	81'	Leg SE	1/2"
EQUIPMENT IN SHELTER - DOC				
Equip.	Description			
Motorola	PTP49600 Microwave			
FREQUENCY INFORMATION				
Transmit = 4.9 Ghz	Receive = 4.9 Ghz			

**Tower Orientation**



**Tower Elevation**

Scale = None

**Moose Lake Tower**

**Minnesota Department of Transportation**

August 10, 2011  
 Agreement #99464  
 MN Department of Corrections

**Exhibit B1**

## **Installation Instructions**

### **RACK SPACE:**

MN Department of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the County frequencies used at the site and the frequencies used by other public safety agencies.

### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

**“Site Access”**

MN/DOT-OEC will provide a designated MN Department of Corrections (AGENCY) individual (or their designee) with a key to the Moose Lake Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

A structural analysis report is not required for this Lease Agreement.

The MN Department of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

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**STATE OF MINNESOTA  
INTERAGENCY PARTNERSHIP AGREEMENT  
for FEDERAL PARTICIPATION IN CONSTRUCTION  
of the TETTEGOUCHE  
VISITOR CENTER and SAFETY REST AREA  
S.P. 3807-52  
M.P. CBI 3811 (174)**

This agreement is entered into by and between DEPARTMENT OF NATURAL RESOURCES (“DNR”) and the DEPARTMENT OF TRANSPORTATION (“Mn/DOT”) acting through their respective Commissioners,

*Recitals*

Pursuant to Minnesota Statutes Section 161.36, the DNR desires Mn/DOT to act as the DNR's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds. The DNR is proposing a federal aid project to construct a rest area facility also known as the Tettegouche Visitor Center hereinafter referred to as the “Project”; and

The Project is eligible for the expenditure of federal aid funds, and is identified in Mn/DOT records as State Project 3807-52, and in Federal Highway Administration (“FHWA”) records as Minnesota Project CBI 3811(174); and

It is the intent that the two state agencies will split the cost of project development and construction on a share based on percentage of use for building and site for each agency, respectively; and

Project was let by Department of Administration, Materials Management Division, per delegation rules which the DNR operates under as well as the Delegated Contract Process (DCP), per delegation rules governing the use of FHWA funds; and

Parties intend to enter into multiple agreements related to the new facility. They expect the separate agreements will include the following:

**Design Agreement**

Mn/DOT and the DNR enter into this Agreement to set forth responsibilities for the design of the Facility, acquisition of additional property as needed, and performance of other pre-construction activities

**Construction Agreement (this Agreement)**

Mn/DOT and the DNR will enter into a separate construction agreement to identify key processes to follow, define roles and responsibilities, and identify cost sharing from soliciting bids to project award through construction to include the project’s warranty period.

**Maintenance and Operations Agreement**

Mn/DOT and the DNR will enter into a separate agreement to identify key processes to follow, define roles and responsibilities from project acceptance for routine facility operations maintenance, repairs, and capital improvements; and

These agreements will supersede the Agreement Number 62488 between Mn/DOT and the DNR upon award of the construction contract for the replacement of the existing visitor center, site and pavements.

The Parties will meet to negotiate additional agreements as necessary to advance the project to completion.

All agreements for this project must be executed prior to construction award.



*Agreement*

**TERM OF AGREEMENT**

This agreement will be effective upon execution by the DNR and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

Attachments: This Agreement incorporates the following attachments:

Attachment A: Definitions and Roles and Responsibilities

**AGREEMENT BETWEEN THE PARTIES**

The entire construction cost of the Project is to be paid from federal funds made available by the FHWA through Mn/DOT, and by state bonding funds provided by the DNR. DNR will provide additional funds to make up the balance of the total construction cost. The intent of this agreement is that total project construction costs will be allocated 52% to DNR and 48% to Mn/DOT, unless agreed to otherwise due to increased benefit to either agency's facilities. As determined by federal funding, MnDOT will contribute a maximum of \$3,000,000.00. The Mn/DOT share of the initial bid award shall be transferred to the DNR prior to the Notice to Proceed and Mn/DOT shall process and receive all federal reimbursements for the work.

Mn/DOT and the DNR must agree on any changes in the plans or the character of the work, as may be necessary to complete the Project, and then work with the Department of Administration to enter into supplemental agreement(s) with the individual, firm, or corporation contracting for and undertaking prosecution of the prescribed work (hereinafter "Contractor"). Prior to executing supplemental agreements, the DNR and Mn/DOT will agree on how the supplemental cost will be allocated, depending on the level of benefit to each agency's facilities. If MnDOT initiates request for additional work for oversized vehicle parking lot and/or TH61, MnDOT will be responsible for the cost of any supplemental agreements necessary for construction, subject to the availability and encumbrance of funds for such purpose as required by law.

**Limitations**

The DNR and Mn/DOT must comply with all applicable Federal and State laws and regulations.

**Nondiscrimination.** It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the DNR and Mn/Dot to carry out the above requirements.

**Workers' Compensation.** Mn/DOT and DNR shall be responsible for their own agency employees respectively for any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, Mn/DOT and DNR will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

104 Utilities. The DNR and Mn/DOT will treat all public, private or cooperatively owned utility facilities which  
105 directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR  
106 645 "Utilities" which is incorporated herein by reference.

107

108 **Audit**

109 The DNR and Mn/DOT will comply with the Single Audit Act of 1984 and Office of Management and Budget  
110 (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by  
111 reference.

112

113 As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and  
114 accounting procedures and practices of the DNR and Mn/DOT are subject to examination by the United States  
115 Government, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years.  
116 The DNR and Mn/DOT will be jointly responsible for any costs associated with the performance of the audit.

117

118 **Government Data Practices**

119 Parties must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it  
120 applies to all data provided by and data created, collected, received, stored, used, maintained, or disseminated  
121 by a Party pursuant to this agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of  
122 the data referred to in this clause by a Party.

123

124 **Claims**

125 The DNR and Mn/DOT will pay any and all lawful claims arising out of or incidental to the performance of the  
126 Project work, with costs allocated as indicated elsewhere in this agreement.

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128 **DUTIES of the DNR**

129

130 **Designation**

131 The DNR designates Mn/DOT to act as its agent to accept and disburse federal funds made available for the  
132 Project.

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134 **Project development**

135 Preconstruction project development duties (project design) costs of DNR and Mn/DOT, respectively, shall be  
136 included in the consideration of the total cost of the project and shall be credited equally between the partners in  
137 the project. Additional consultant costs for the design were covered by a previous agreement and costs were  
138 split by the agencies.

139

140 **Letting**

141 The DNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws  
142 and regulations. Contract documents will also be in compliance with all Department of Administration  
143 requirements for bidding, as actual bid solicitation will be done by the Materials Management Division of the  
144 Department of Administration.

145

- 146 • The DNR will work with the Department of Administration to solicit bids after obtaining written  
147 notification from Mn/DOT that the Federal Highway Administration ("FHWA") has authorized the  
148 Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
- 149 • The Architect, identified through the State Designer Selection Board process, will prepare all bid  
150 documents for the construction contract, which will include all of the federal-aid provisions supplied  
151 by Mn/DOT.
- 152 • The DNR will work with the Department of Administration to prepare and publish the bid solicitation  
153 for the Project as required by state and federal laws. The DNR will include in the solicitation the  
154 required language for federal-aid contracts as supplied by Mn/DOT. The solicitation will state where

- 155 the proposals, plans, and specifications are available for the inspection of prospective bidders. The  
156 solicitation will state where the Department of Administration will receive the sealed bids.  
157  
158 • The Architect, identified through the State Designer Selection Board process, will prepare plan and  
159 proposal packages and prepare any addendums, if needed. The Department of Administration,  
160 Materials Management Division, will be responsible for distribution.  
161 • The Department of Administration, Materials Management Division, will receive, open, and evaluate  
162 bids.  
163 • After the bids are opened, the DNR and Mn/DOT will jointly consider the bids and will recommend  
164 award of the contract as required by state and federal laws, or recommend that all bids be rejected. If  
165 the bid contains a goal for Disadvantaged Business Enterprises, the DNR and the Department of  
166 Administration will not award the contract until it has received certification of the Disadvantaged  
167 Business Enterprise participation from the Mn/DOT Office of Civil Rights.  
168 • The DNR shall, within seven (7) days of opening bids for the construction contract, submit to the  
169 State's District Engineer at Duluth a copy of the low bid and an abstract of all bids together with the  
170 DNR's request for concurrence by Mn/DOT in the award of the construction contract. The DNR shall  
171 not recommend award of the construction contract until Mn/DOT advises the DNR in writing of its  
172 concurrence therein.  
173 • The DNR shall submit a cost loaded critical path method worksheet or Schedule of Values for use by  
174 the FHWA to determine rate of release for funding for the project. DNR may wish to require this of  
175 the contractor in the construction bid documents.  
176

### 177 **Staffing**

178 The DNR will designate a publicly employed registered engineer, ("Project Engineer"), to supervise all building  
179 inspections, record-keeping, and testing.  
180

### 181 **Contract administration**

182 The Department of Administration will prepare and execute a construction contract with the Contractor, in  
183 accordance with the special provisions and the latest edition of Mn/DOT's Standard Specifications for  
184 Construction.  
185

186 The Project will be constructed in accordance with plans, special provisions, and standard specifications of each  
187 Project. The standard specifications will include the latest edition of Mn/DOT Standard Specifications for  
188 Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications  
189 will be on file at the DNR Architecture Unit and at the Mn/DOT District One Construction Office. The plans,  
190 special provisions, and specifications are incorporated into this agreement by reference as though fully set forth  
191 herein.  
192

193 The DNR shall appoint the Architect, identified through the State Designer Selection Board process, to be the  
194 lead contact on the project. The Architect will be in responsible charge of the Project and to supervise and  
195 direct the work to be performed under any construction contract let for the Project.  
196

197 The DNR, via the Architect, identified through the State Designer Selection Board process, will furnish the  
198 personnel, services, supplies, and equipment necessary to properly administer the contract for the Project. The  
199 services of the DNR, via the Architect to be performed pursuant to this agreement may not be assigned, sublet,  
200 or transferred unless the DNR is notified in writing by Mn/DOT that such action is permitted under 23 CFR  
201 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary  
202 responsibility for performance of the work.  
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204 Upon completion of the Project, the Architect, identified through the State Designer Selection Board process,  
205 will consult with the Owner's Representative and determine whether the work will be accepted.  
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## **DUTIES of Mn/DOT**

### **Acceptance**

Mn/DOT is responsible for the receipt and disbursement of federal funds and will act in accordance herewith.

Mn/DOT shall be responsible for processing all federal reimbursements and compliance with federal funding procedures.

### **Staffing**

Mn/ DOT will designate a publicly employed registered engineer, ("Project Engineer"), to supervise all site, highway, and pavement inspections, record-keeping, and testing.

Mn/ DOT and DNR will hire a registered engineer consultant, ("Professional Engineer"), to furnish special inspections and testing services, as required by Code. Costs for special inspections and testing services required by Code shall be shared equally between Parties.

### **Project activities**

Mn/DOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

Mn/DOT will provide to the DNR copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.

Mn/DOT will review and certify the DBE participation and notify the DNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then DNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the DNR must make up any shortfall.

Mn/DOT will provide the required labor postings for the project site.

### **Contract administration**

The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of Mn/DOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Mn/DOT Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.

Mn/DOT will document quantities in accordance with the guidelines set forth in the Mn/DOT Contract Administration Manual Sections 410 and 420 that were in effect at the time the work was performed.

Mn/DOT will test materials in accordance with the Mn/DOT Schedule of Materials Control in effect at the time each Project was let.

Mn/DOT and the DNR must agree on any changes in the plans or the character of the work, as may be necessary to complete the Project.

Mn/DOT and the DNR must agree to all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such agreement will result in such costs being the responsibility of the agency desiring the cost increase.

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**Payments**

The Architect, identified through the State Designer Selection Board process, will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Owner's Representative will certify the amount of each partial estimate.

The DNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project, following certification of the partial estimate.

Mn/DOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.

Mn/DOT will be responsible for determining that the portion of the work to be funded by Mn/DOT will be eligible for FHWA reimbursement.

Upon completion of the Project, the DNR, via the Architect and the Owner's Representative will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Owner's Representative will certify the final estimate.

Following certification of the final estimate, the DNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.

Mn/DOT shall transfer the Mn/DOT share of the cost of all supplemental agreements to DNR at this time, and shall be responsible for securing and processing all final federal reimbursements.

Mn/DOT will review and certify the final payment request with a final audit.

**Funding.**

In the event that FHWA determines that the project or elements of the project are not completed in compliance with federal requirements, Mn/DOT shall seek other state funds to complete the Mn/DOT share of the project.

**Inspection.**

Mn/DOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement.

The DNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

**AUTHORIZED REPRESENTATIVES**

Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

The DNR's Authorized Representative is:  
Mark Kovacovich, District Supervisor, or his successor  
Department of Natural Resources  
Division of Parks & Trails NE Region  
1568 Highway 2  
Two Harbors, MN 55616  
Email: [mark.kovacovich@state.mn.us](mailto:mark.kovacovich@state.mn.us)  
Phone: 218/ 834-1428

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Mn/DOT's Authorized Representative is:  
Todd Campbell, or his successor  
Minnesota Department of Transportation  
State Aid for Local Transportation  
1123 Mesaba Avenue  
Duluth, MN 55811  
Email: [Todd.Campbell@state.mn.us](mailto:Todd.Campbell@state.mn.us)  
Phone: 218/725-2744

### **Tort Liability**

Parties accept sole responsibility for their own acts and omissions and the results thereof to the extent authorized by Minnesota Statutes §3.736 and other applicable law. The DNR will include suitable insurance and indemnity provisions in its contracts with consultants performing services related to this project.

### **Assignment, Amendments, Waiver, and Contract Complete**

**Assignment.** No Party may assign or transfer any rights or obligations under this agreement without the prior consent of the other Parties and a fully executed Assignment Agreement, executed and approved by the same Parties who executed and approved this agreement, or their successors in office.

**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.

**Waiver.** If a Party fails to enforce any provision of this agreement, that failure does not waive the provision or a Party's right to subsequently enforce it.

**Contract Complete.** This agreement contains all negotiations and agreements between the Parties. No other understanding regarding this agreement, whether written or oral, may be used to bind a Party.

### **Dispute resolution**

Parties must work cooperatively to resolve disputes in the most expedited and cost-effective manner possible. Parties will adhere to the following process to resolve disputes that have come to an impasse.

1. Party claiming a dispute exists must give written notice to the Project Manager specifying the nature of the dispute and the issues involved.
2. Parties enter into negotiations.
3. If negotiations fail, Parties resolve issue through mediation using the Bureau of Mediation Services, Hamline Law School or another mediator as mutually agreed. Where mediation results in dispute resolution, the Mediator must submit a written document to Both Parties stating the terms to which the Parties agree to for dispute resolution.
4. If mediation fails the Parties agree to terminate the agreement. Mediator must submit a written document to Both Parties stating that the Parties were not able to come to an agreement to resolve the dispute. Refer to the termination section of this agreement.

### **Termination**

Parties may terminate the agreement under any of the following conditions:

- The Dispute Resolution process ended with mediation failing.
- Both Parties agree to terminate the agreement.
- This agreement may be terminated by the DNR or Mn/DOT at any time, with or without cause, upon ninety (90) days written notice to the other party.

- 363                   o Such termination will not remove any unfulfilled financial obligations of the DNR as set forth in  
364                   this Agreement.  
365                   o In the event of such a termination the DNR will be entitled to reimbursement for Mn/DOT-  
366                   approved federally eligible expenses incurred for work satisfactorily performed on the Project to  
367                   the date of termination subject to the terms of this agreement.  
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369                   **Termination for Insufficient Funding.** A party may immediately terminate this agreement if it does not obtain  
370                   funding from the Minnesota Legislature, CBI federal funding, or other funding source; or if funding cannot be  
371                   continued at a level sufficient to allow for the payment of the services covered here.  
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374                   **Termination must be by written or fax notice to the other party.** A party is not obligated to pay for any  
375                   services that are provided after notice and effective date of termination. However, a party will be entitled to  
376                   payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are  
377                   available. A party will endeavor to provide the other party notice of the lack of funding within a reasonable  
378                   time of the party's receiving that notice.  
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380                   **Federal Funding Accountability and Transparency Act (FFATA).**

381                   This Agreement requires the DNR and Mn/DOT to provide supplies and/or services that are funded in whole or in  
382                   part by federal funds that are subject to FFATA. The DNR and Mn/DOT is responsible for ensuring that all  
383                   applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the DNR and  
384                   Mn/DOT provides information to the Mn/DOT as required.  
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386                   The DNR and Mn/DOT shall comply with the following:

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388                   1. Reporting of Total Compensation of the DNR and Mn/DOT's Executives.

- 389                   (a) The DNR and Mn/DOT shall report the names and total compensation of each of its five most highly  
390                   compensated executives for the DNR and Mn/DOT's preceding completed fiscal year, if in the DNR  
391                   and Mn/DOT's preceding fiscal year it received:  
392                   i. 80 percent or more of the DNR and Mn/DOT's annual gross revenues from Federal procurement  
393                   contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR  
394                   170.320 (and subawards); and  
395                   ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and  
396                   subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards);  
397                   and  
398                   iii. The public does not have access to information about the compensation of the executives through  
399                   periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15  
400                   U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if  
401                   the public has access to the compensation information, see the U.S. Security and Exchange  
402                   Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

403                   Executive means officers, managing partners, or any other employees in management positions.  
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405                   (b) Total compensation means the cash and noncash dollar value earned by the executive during the DNR  
406                   and Mn/DOT's preceding fiscal year and includes the following (for more information see 17 CFR  
407                   229.402(c)(2)):

- 408                   i. Salary and bonus.  
409                   ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized  
410                   for financial statement reporting purposes with respect to the fiscal year in accordance with the  
411                   Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based  
412                   Payments.  
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- 417                   iii. Earnings for services under non-equity incentive plans. This does not include group life, health,  
418                   hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and  
419                   are available generally to all salaried employees.  
420                   iv. Change in pension value. This is the change in present value of defined benefit and actuarial  
421                   pension plans.  
422                   v. Above-market earnings on deferred compensation which is not tax qualified.  
423                   vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance,  
424                   termination payments, value of life insurance paid on behalf of the employee, perquisites or  
425                   property) for the executive exceeds \$10,000.  
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427                   2. The DNR and Mn/DOT must report executive total compensation described above to the Mn/DOT by the  
428                   end of the month during which this agreement is awarded.  
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430                   3. The DNR and Mn/DOT will obtain a Data Universal Numbering System (DUNS) number and maintain its  
431                   DUNS number for the term of this agreement. This number shall be provided to Mn/DOT on the plan  
432                   review checklist submitted with the plans for each project. More information about obtaining a DUNS  
433                   Number can be found at: <http://fedgov.dnb.com/webform/>  
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435                   4. The DNR and Mn/DOT's failure to comply with the above requirements is a material breach of this  
436                   agreement for which the Mn/DOT may terminate this agreement for cause. The Mn/DOT will not be  
437                   obligated to pay any outstanding invoice received from the DNR and Mn/DOT unless and until the DNR  
438                   and Mn/DOT is in full compliance with the above requirements.  
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440                   **[Remainder of this page intentionally left blank]**  
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Tettegouche Visitor Center  
CONSTRUCTION AGREEMENT  
05.18.12

Mn/DOT Contract No: 99119-P  
CFMS Contract No: \_\_\_\_\_

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

Signed: Yonny Malden  
Date: 6-10-12  
CFMS Contract No: 47724

**MINNESOTA DEPARTMENT of TRANSPORTATION  
Mn/ DOT**

By: [Signature]  
(with delegated authority)  
Title: Division Director  
Date: 6/7/12

**DEPARTMENT OF NATURAL RESOURCES\*  
DNR**

By: [Signature]  
Title: \_\_\_\_\_  
Date: 4 June 12

**Mn/DOT CONTRACT MANAGEMENT**

By: [Signature]  
Date: 6/8/12

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

## **Attachment A**

### **Definitions and Roles & Responsibilities**

#### **Definitions:**

- **Owner:** State of Minnesota; represented by both Department of Natural Resources (DNR) and the Minnesota Department of Transportation (MnDOT) for the Tettegouche Visitor Center project.
- **Owner's Representative on Site:** Agent of the Owner charged with the responsibility of protecting the Owner's interests.
- **Architect:** Miller Dunwiddie Architecture, as selected by State Designer's Selection Board, under contract with DNR
- **Contractor:** Contractor awarded the project through Department of Admin, via recommendation of DNR and Mn/DOT

#### **Persons and/ or Divisions within Mn/DOT and the DNR that will have responsibility for certain specialty items of work related to inspection, technical resources, acceptance of work or other duties (e.g., HVAC, electrical, water, ground source heat, and septic, etc.):**

- Ted Sexton, under contract with MnDOT District 1- Duluth, and John Filardo, under contract with DNR, or their respective successors, will be performing duties of Owner's Representative on Site.
- Fred Johansen, Mn/DOT Building Maintenance Supervisor, or his successor, will be performing general inspection of overall systems.
- Neile Reider, Mn/DOT Water Services Unit, or his successor, is doing inspections for water and waste water systems. He will be available for support and will perform inspections at critical points on the job; primarily for the lay-out of the subsurface system.
- Dan Kuntz, DNR Field Technology Supervisor, or his successor, will perform inspections related to security, surveillance systems, and AV systems.
- Sue Zarling, MnDOT State Electrical Engineer, or her successor, will perform inspections related to exterior lighting system.
- Respective consultants will be providing inspection services for geothermal systems, mechanical systems, electrical systems, and building management systems.

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #99464**  
**Moose Lake Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located on Tower Rd. 2.25 miles west of the City of Moose Lake, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Moose Lake Communications Facility located in the County of Carlton, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on October 1, 2011, and expiring September 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B2** and conform to the installation instructions in **Exhibit B2**.
- 3.4 DOC may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

## 7. DUTIES OF DOC

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, 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. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
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**LIST OF EXHIBITS**

- EXHIBIT A: Location Map
- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Compound Layout Diagram
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

DOC certifies that the appropriate person(s) have executed the Use Agreement on behalf of DOC as required by applicable articles, bylaws, resolutions or ordinances

By David R Crist

Print Name: David R Crist

Title: Dep. Comm  
(Print or type)

Date: 8/26/11

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

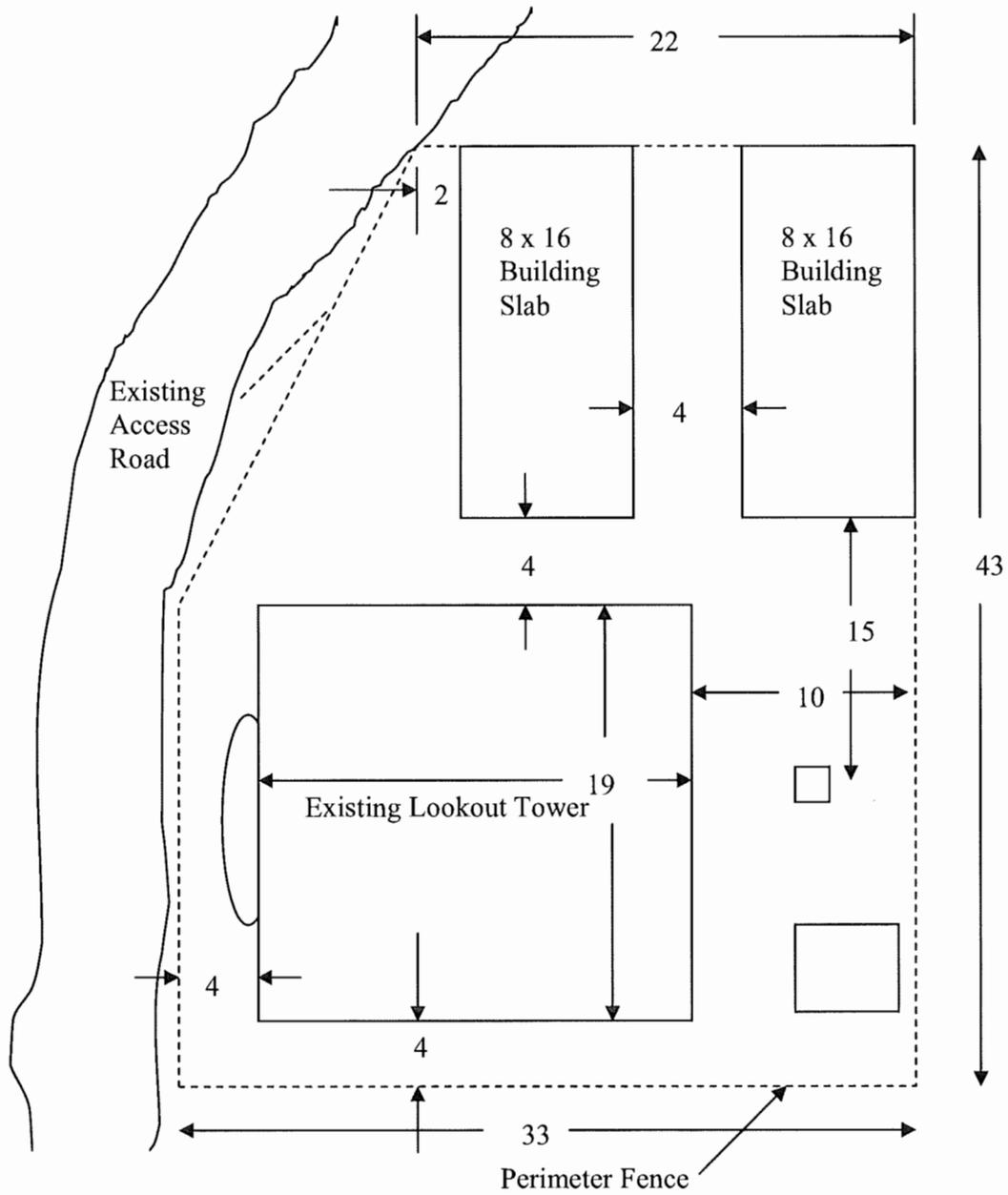
Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar Thakur  
Mukhtar Thakur

Title: Director

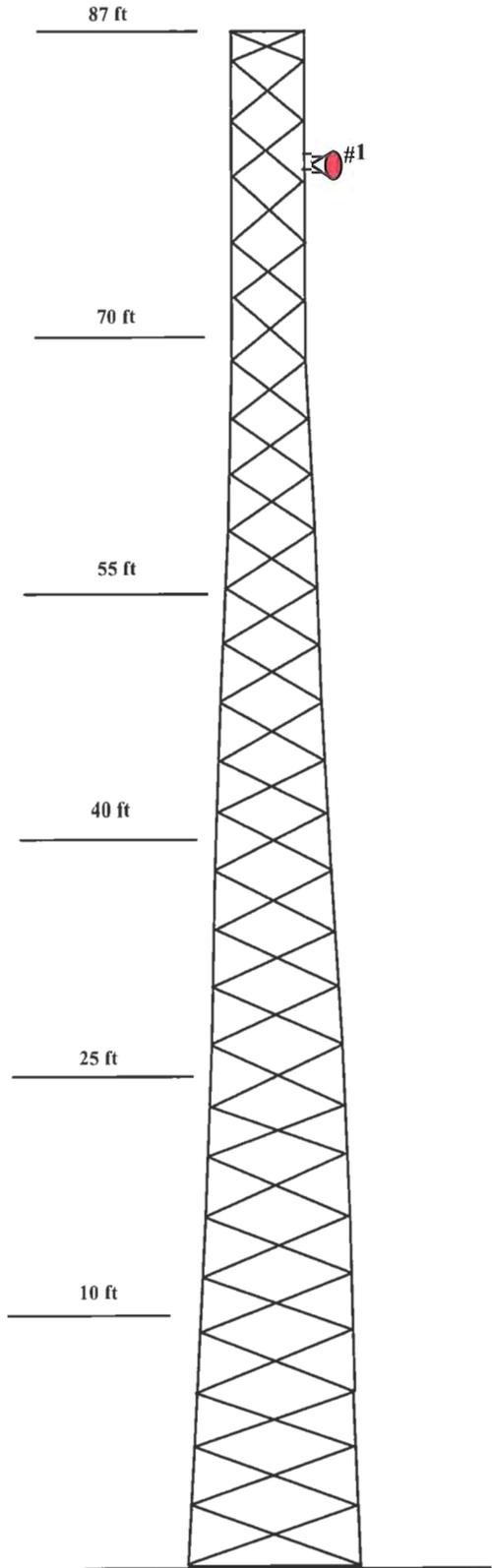
Date: Aug 19, 2011



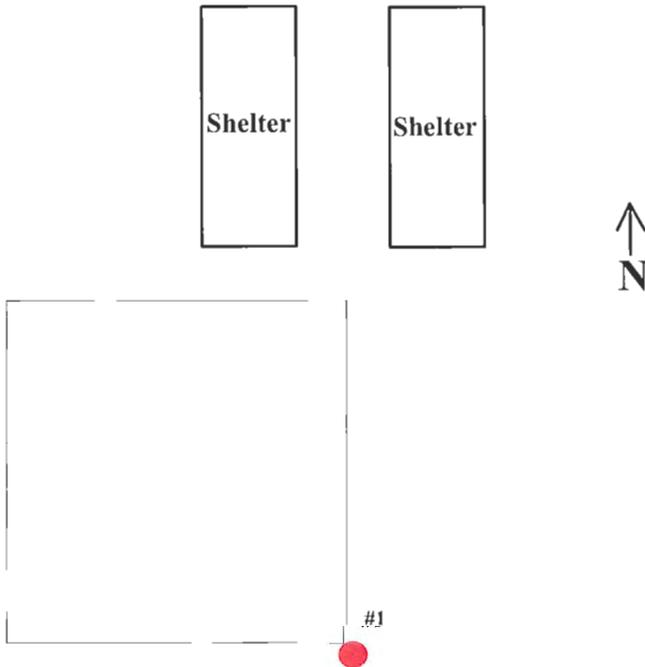
Moose Lake Lookout Tower Site

EXHIBIT A

ANTENNA KEY - MN Department of Corrections Antenna				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	Radiowaves HDP2-4.7	81'	Leg SE	1/2"
EQUIPMENT IN SHELTER - DOC				
Equip.	Description			
Motorola	PTP49600 Microwave			
FREQUENCY INFORMATION				
Transmit = 4.9 Ghz	Receive = 4.9 Ghz			



**Tower Orientation**



**Moose Lake Tower  
Minnesota Department of Transportation**

August 10, 2011  
Agreement #99464  
MN Department of Corrections

**Exhibit B1**

**Tower Elevation**

Scale = None

## **Installation Instructions**

### **RACK SPACE:**

MN Department of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the County frequencies used at the site and the frequencies used by other public safety agencies.

### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

**“Site Access”**

MN/DOT-OEC will provide a designated MN Department of Corrections (AGENCY) individual (or their designee) with a key to the Moose Lake Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

A structural analysis report is not required for this Lease Agreement.

The MN Department of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
LEGISLATIVE COORDINATING COMMISSION  
FOR FEDERAL PARTICIPATION IN PRELIMINARY ENGINEERING  
FOR  
S.P. 091-060-103; M.P. SB 11 MN 7

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This agreement is entered into by and between the Minnesota Legislative Coordinating Commission ("LCC") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the LCC desires MnDOT to act as the LCC's agent in accepting federal funds on the LCC's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by federal funds, hereinafter referred to as the "Project"; and

The LCC is proposing a federal aid project to develop a corridor management plan for the Great River Road National Scenic Byway in Minnesota, hereinafter referred to as the "Preliminary Engineering;" and

The Preliminary Engineering is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 091-060-103, and in Federal Highway Administration ("FHWA") records as Minnesota Project SB 11 MN 7; and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE LCC.

A. DESIGNATION. The LCC designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project.

B. ELIGIBILITY / COSTS. The estimated cost of the Preliminary Engineering is \$700,000.

1. It is anticipated that 80% (up to \$ 560,000) of the cost of the Preliminary Engineering is to be paid from federal funds made available by the FHWA, and that the remaining 20% shall be paid by the LCC. The LCC will pay any part of the cost or expense of the work that the FHWA does not pay.
2. Any costs incurred by the LCC prior to authorization of the Federal Funds, will not be eligible for federal participation.

3. Eligible cost and expense, if approved, may consist of the following:
  - a) The cost of developing a Great River Road Corridor Management Plan.
  - b) The direct labor charges for LCC employees for the time that said employees are performing work pursuant to this agreement must be documented in a Public Interest Finding and approved by the FHWA. Said labor charges may include the prorata share of "labor additives" applicable to said labor charges. Costs to the LCC of "labor additives" consisting of holiday pay, vacation, sick leave, retirement, pension, unemployment taxes, compensation and liability insurance, lost time charges and similar costs incidental to labor employment will be reimbursed only when supported by adequate records.
  - c) The applicable equipment rental charges for LCC owned equipment used by the LCC and mileage charges for employee owned vehicles used by the LCC on work performed pursuant to this agreement, at rates reflective of the LCC actual cost.
  - d) Expenditures for materials, supplies, mechanical data processing and equipment rental, limited to the actual expenditures for the purposes of this agreement.
  - e) The cost incurred by the LCC to employ outside forces to perform any or all of the work pursuant to this agreement, subject to the provisions of section I.D. SUBLETTING.
4. Expenditures for general administration, supervision, maintenance and other overhead or incidental expenses of the LCC are not eligible for federal participation.
5. Acceptability of costs under this agreement will be determined in accordance with the cost principles and procedures set forth in the applicable Federal Acquisition Regulations, Contract Cost Principles and Procedures, 48 Code of Federal Regulations (CFR) 31 which is hereby incorporated by reference and made a part of this agreement.
6. For costs expected to exceed \$ 700,000, the LCC must request the preparation and execution of a supplement to this agreement, prior to incurring such costs.

#### C. STAFFING.

1. The LCC will designate an employee, ("Project Manager"), to be in responsible charge of the Project and to supervise and direct the work performed under any contract let for the Project. If LCC elects to use a private consultant for engineering services, the LCC will provide a qualified, full-time public employee of the LCC, to be in responsible charge of the Project. The services of the LCC to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the LCC is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the LCC from its primary responsibility for performance of the work.
2. During the progress of the work on the Project, the LCC authorizes its Project

Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the LCC will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.

3. The LCC will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

D. SUBLETTING. The LCC will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.

1. The LCC will solicit proposals for Preliminary Engineering after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
2. The LCC will prepare the request for proposal, which will include all of the federal-aid provisions supplied by MnDOT.
3. The LCC will prepare and publish the proposals solicitation for the Project as required by state and federal laws. The LCC will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the LCC will receive the sealed proposals.
4. The LCC may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
5. The LCC will prepare proposal packages and prepare and distribute any addendums, if needed.
6. The LCC will receive open, and evaluate proposals.
7. After the proposals are opened, the LCC will consider the proposals begin negotiations on the price of the Preliminary Engineering in accordance with the practice commonly known as Quality Based Selection. If the proposal contains a goal for Disadvantaged Business Enterprises, the LCC will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.
8. This written consent will in no way relieve the LCC from its primary responsibility for performance of the work. Subcontractor agreements must contain all appropriate terms and conditions of this agreement.

E. CONTRACT ADMINISTRATION.

1. The LCC will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
2. The LCC will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the LCC. The LCC will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
3. Upon completion of the Project, the Project Manager will determine whether the work will be accepted.

F. PAYMENTS.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the LCC. The LCC will pay any part of the cost or expense of the Project that is not paid by federal funds.
2. The LCC may request partial payments not more than once each thirty (30) days. The Project Manager will certify each partial payment.
3. The invoice and supplements thereto, will contain all details that may be necessary for a proper audit. Such details will consist of at least the following:
  - (a) A breakdown of labor by individual, classification, dates and hours worked times the applicable rate to arrive at a total dollar amount for each individual.
  - (b) The labor additive shall be applied to total labor dollars.
  - (c) The equipment charges shall be broken down by type of equipment times the applicable rate and dates used to arrive at total equipment charges.
  - (d) A detailed breakdown of outside services used and supporting invoices and documentation that cost of outside services have been paid.
  - (e) Detail for materials, supplies, and other items with the description, units, and unit prices included in the invoice. If materials or supplies are purchased from an outside source, a copy of that invoice should be included.
  - (f) The invoices will include 100% of eligible charges applicable to the Preliminary Engineering so that the prorata share of federal and LCC participation can be applied to the total costs.
4. Following certification of the final estimate, the LCC may request reimbursement for costs eligible for federal funds. The LCC's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

5. Reimbursement of costs under this agreement will be based on actual costs.

G. LIMITATIONS.

1. The LCC will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the LCC to carry out the above requirements.
3. Workers' Compensation. Any and all employees of the LCC or other persons while engaged in the performance of any work or services required or permitted by the LCC under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The LCC will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

H. AUDIT.

1. The LCC will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the LCC are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The LCC will be responsible for any costs associated with the performance of the audit.

I. MAINTENANCE. The LCC assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

J. CLAIMS. The LCC acknowledges that MnDOT is acting only as the LCC's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The LCC will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and

acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The LCC will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The LCC's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

- K. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA). This Agreement requires the LCC to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The LCC is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the LCC provides information to the MnDOT as required.

The LCC shall comply with the following:

1. Reporting of Total Compensation of the LCC's Executives.

- (a) The LCC shall report the names and total compensation of each of its five most highly compensated executives for the LCC's preceding completed fiscal year, if in the LCC's preceding fiscal year it received:
- i. 80 percent or more of the LCC's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
  - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
  - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

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

- (b) Total compensation means the cash and noncash dollar value earned by the executive during the LCC's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in

accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
2. The LCC must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
  3. The LCC will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>.
  4. The LCC's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the LCC unless and until the LCC is in full compliance with the above requirements.

## II. DUTIES OF MnDOT.

- A. ACCEPTANCE. MnDOT accepts designation as Agent of the LCC for the receipt and disbursement of federal funds and will act in accordance herewith.
- B. PROJECT ACTIVITIES.
  2. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
  3. MnDOT will provide to the LCC copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.
  4. MnDOT will review and certify the DBE participation and notify the LCC when certification is complete. If certification of DBE participation cannot be obtained, then the LCC must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the LCC must make up any shortfall.

C. PAYMENTS.

1. MnDOT will receive the federal funds paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the LCC, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the LCC will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. No more than 100% of the reimbursement due under this agreement will be paid until completion of the final audit and approval by MnDOT's authorized representative.
5. If MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the LCC may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

D. AUTHORITY. MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

E. INSPECTION. MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The LCC will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

III. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

A. The LCC authorized representative is Diane Henry-Wangenstein, Assistant Director, Legislative Coordinating Commission, 72 State Office Building, 100 Rev. Dr. Martin Luther King Jr. Blvd., St. Paul, MN 55155, phone 651-296-1121, or her successor.

B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, Mail Stop 500, St Paul, MN 55155, phone 651-366-3822, or her successor.

IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

- V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the LCC and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. TERMINATION. This agreement may be terminated by the LCC or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the LCC as set forth in this Agreement. In the event of such a termination the LCC will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

**Remainder of this page left intentionally blank**

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

LCC

LCC certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: Kurt Zeller / CA

Date: 4/17/11

Title: Chair

By: Greg Helling

Date: 10/11/11

Title: Director

DEPARTMENT OF TRANSPORTATION

By: Julie Skallman

Title: Director,  
State Aid for Local Transportation

Date: 10/19/11

Mn/DOT Contract Management

~~COMMISSIONER OF ADMINISTRATION~~

By: [Signature]

Date: 10-24-2011

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Project Identification:** Red Dye Fuel Monitoring Program

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Public Safety, Address: 1110 Centre Pointe Curve, Mendota Heights, Minnesota 55120 (“DPS”).

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 July 31, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Source Type 6265.
- 2.2 MnDOT is in need of assistance from DPS to inspect and take diesel fuel samples from commercial vehicles being operated on the public roadways throughout the state.
- 2.3 DPS will inspect and take diesel fuel samples from vehicles being operated on the public roadways throughout the state. Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities; 15% of the samples taken will be as a result of specific Red Dyed Fuel (RDF) Enforcement Projects whereby the RDF activities will be the primary reason for the contact and these activities will be performed by officers working regularly scheduled shifts. The remaining 15% will come from fuel sampling activities performed by officers working on overtime. While on overtime, the officers will focus on red-dyed fuel enforcement activities. DPS will acquire approximately 7,000 fuel samples each State Fiscal Year (SFY) included in the term of this Agreement as part of this project and determine if RDF is being used. If RDF is in use on public roadways, a determination will be made as to what enforcement action will be taken.
- 2.4 DPS will submit a quarterly and annual report to MnDOT, outlining project activities and progress, including number of samples taken and number of “positive” tests indicated.
- 2.5 See Exhibit A for additional information.

**3 Consideration and Payment**

- 3.1 DPS will be reimbursed at an amount not to exceed \$340,000.00, according to the breakdown of costs described in Exhibit B.
- 3.2 DPS must submit invoices electronically for payment, on a quarterly basis, using the format set forth in Exhibit C. DPS will submit a quarterly report on their activities along with each invoice.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed \$340,000.00.

**4 Conditions of Payment**

- 4.1 All services provided by DPS 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 DPS’s invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

## 5 Agreement Personnel

### 5.1 MnDOT's Authorized Representative will be:

Name: Ashley Duran, Contract Administrator (or his/her successor)  
Address: Minnesota Department of Transportation  
Consultant Services Section, Mail Stop 680  
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
Telephone: 651-366-4627  
E-Mail: [ashley.duran@state.mn.us](mailto:ashley.duran@state.mn.us)

### 5.2 MnDOT's Project Manager will be:

Name: Brian Gage, Director (or his/her successor)  
Address: Minnesota Department of Transportation  
Program Development Section, Mail Stop 440  
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
Telephone: 651-366-3748  
E-Mail: [brian.gage@state.mn.us](mailto:brian.gage@state.mn.us)

### 5.3 DPS's Authorized Representative will be:

Name: Captain Jonathan Olsen  
Address: Minnesota Department of Public Safety  
State Patrol Division, Commercial Vehicle Section  
1110 Centre Point Curve, Mendota Heights, Minnesota 55120  
Telephone: 615-405-6185  
E-Mail: [jonathan.olsen@state.mn.us](mailto:jonathan.olsen@state.mn.us)

## 6 Amendments

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

## 7 Liability

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

## 8 Termination

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

## 9 Plain Language; Accessibility Standards

9.1 **Plain Language.** DPS 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, DPS 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.** DPS agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](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. DPS'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, DPS 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.

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: *R. Hauncy*

Date: 6-10-15

SWIFT Contract (SC) ID No. 94356

Purchase Order (PO) ID No. 3000245467

**MnDOT**

By: *Nancy Daubinger*  
(with delegated authority)

Title: Division Director

Date: 6/15/15

**DPS\***

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

By: *Joseph De*

Title: CAPTAIN

Date: 5/28/2015

**MnDOT CONTRACT MANAGEMENT**

By: *Ryan Hauke*

Date: 6/17/15

## EXHIBIT A DETAILED SCOPE OF WORK AND DELIVERABLES

The use of red-dyed diesel fuel (fuel on which no road-use taxes are paid) on the highways of our state is estimated to cost the state of Minnesota several million dollars each year in unpaid road-use taxes.

### 1. WHAT IS RED-DYED FUEL?

As of October 1, 1993, operators of on-highway diesel engine powered vehicles throughout the United States (US) were required by US Environmental Protection Agency (EPA) regulations to use low (<0.05%) sulfur fuel.

US EPA and Internal Revenue Service (IRS) regulations require, since October 1, 1994, that high-sulfur and/or tax-exempt diesel fuels be dyed red to facilitate identification. Initial EPA low-sulfur diesel regulations, which took effect on October 1, 1993, required addition of blue dye to non-complying high-sulfur (>0.05 wt %) fuels. The requisite dye was subsequently changed from blue to red in response to Federal Aviation Administration (FAA) concerns that blue-dyed diesel fuel might be confused with the most common aviation gasoline, which was already being dyed blue.

The EPA regulations, which apply at the refinery gate, require "visible evidence of the presence of red dye" to identify high-sulfur fuels that are intended for off-highway use. The presence of dye serves only as an indicator. Detection of dye in fuels in on-highway use triggers measurement of sulfur content. Penalties are assessed based on observed sulfur content, not on the presence of dye. In practice, the EPA regulations require refiners to add a level of Solvent Red 164 dye that is equivalent to no more than 0.75 lb/1000 bbl (ptb) of a solid Solvent Red 26 dye standard.

The more-specific IRS regulations require that tax-exempt high-sulfur and low-sulfur diesel fuels contain (as a minimum) a level of a Solvent Red 164 dye that is spectrally equivalent to 3.9 ptb (11.1 mg/L) of Solvent Red 26 dye standard. Solvent Red 26 is used as the standard because it is a single chemical compound that is available in pure form. Solvent Red 164 is specified for use in commercial products because it is more fuel soluble and less costly than the standard. Despite industry objections, the IRS argues that the high dye level specified is necessary to enable detection even after five-fold dilution of dyed fuel with undyed fuel.

The current federal excise tax on diesel fuel is \$0.244 per gallon. However, certain fuel uses are tax-exempt or subject to a reduced rate. These include: heating, farming, use by state or local governments or nonprofit educational organizations, and boats engaged in fishing or transportation. Dyed diesel fuel may be used only for non-taxable purposes. Anyone who knowingly sells or uses dyed diesel fuel for taxable purposes or who willfully alters the concentration of dye in diesel fuel is subject to a monetary penalty. The 1993 Act gives the IRS authority to enforce the diesel fuel tax, including the authority to inspect terminals, dyes, dyeing equipment, and fuel storage facilities, and to stop, detain and inspect vehicles.

Because the natural color of diesel fuels varies from nearly colorless to amber, red dye concentration cannot be measured accurately by simple visible spectroscopy. To circumvent the difficulty, the IRS, working with the US Air Force Aerospace Laboratory, developed a second derivative visible spectroscopic method (STFL-101A). The computer-facilitated method, which uses the amplitude difference between the definitive second derivative spectrum maximum at 538 nanometers (nm) and the minimum at 561 nm to determine red dye concentration, effectively eliminates interference from the background color of the fuel.

### 2. HOW/WHY DO RED-DYED FUEL VIOLATIONS OCCUR?

Many people who operate diesel powered automobiles view using off-road fuels as an easy way to circumvent the road tax paid on non-dyed fuels. Their vehicles function fine on the dyed fuel and they buy these fuels with the intent to escape the appropriate state and federal taxes.

The trucking industry (when healthy) typically operates on a profit margin between 2% and 7%. Managers naturally seek out ways in which to decrease overhead costs without reducing their customer services. Fuel is the largest overhead expense for the trucking industry and motor carriers can save 25%-40% of this, their greatest operational expense, by regularly using red-dyed fuels (RDF) in their on-road operations.

This type of tax evasion can easily be accomplished by the use of after-hours credit card payment systems. This road-tax evasion is estimated to cost the state of Minnesota several million dollars each year.

The Minnesota statute is explicit in its prohibition against and the penalties involved in using RDF upon the highways:  
*Excerpted from Minnesota Statutes 296A.22*

**Subdivision 4: Unlawful Use of Dyed Fuel**

- (a) *If any dyed fuel is sold or held for sale by a person for any use which the person knows or has reason to know is not a nontaxable use of the fuel; or if any dyed fuel is held for use or used in a licensed motor vehicle or for any other use by a person for a use other than a nontaxable use and the person knew, or had reason to know, that the fuel was so dyed; or if a person willfully alters, or attempts to alter, the strength or composition of any dye or marking in any dyed fuel, then the person shall pay a penalty in addition to the tax, if any.*
- (b) *Except as provided in paragraph (c), the amount of penalty under paragraph (a) for each act is the greater of \$1,000, or \$10 for each gallon of dyed fuel involved.*
- (c) *With regard to a multiple violation under paragraph (a), the penalty shall be applied by increasing the amount in paragraph (b) by the product of (1) such amount, and (2) the number of prior penalties, if any, imposed by this section on the person, or a related person, or any predecessor of the person or related person.*
- (d) *If a penalty is imposed under this subdivision on a business entity, each officer, employee, or agent of the entity who willfully participated in any act giving rise to the penalty is jointly and severally liable with the entity for the penalty.*

**3. HOW CAN RDF USAGE BE DETECTED?**

With the assistance of DPS's Minnesota State Patrol, Commercial Vehicle Section, the Minnesota Department of Revenue (MnDOR) and the local IRS office have each assessed an estimated \$888,000 in back-taxes and penalties since the original project began as a result of these enhanced RDF tax enforcement activities.

Activities such as routine roadside commercial vehicle/driver safety inspections offer officers an opportunity to obtain a preliminary fuel sample using a pipette. Prior to sampling, the driver is presented with IRS Notice #916 "*Taxable Fuel Inspection Notice*" which details the authority of agents to inspect for RDF usage. The driver also receives an information pamphlet that discusses red-dyed fuel prohibitions and usage penalties.

If the officer is able to visually detect RDF in the pipette sample, a second, evidentiary sample is taken using a hand pump siphon and a *Chain of Custody Control Document* is initiated for this second sample. A *Field Report/Checklist*, documenting driver, vehicle, owner, and carrier information is also begun at this time. A Petrospect Fuel Analyzer has been purchased and is employed for preliminary analysis in the field before the evidentiary sample is drawn. This device has worked to almost entirely eliminate "false positives" when used.

When a positive sample is detected, the driver is further provided with an *Initial Violation Notice* and an *Information Pamphlet* describing sample processing and the possible penalties involved.

Before being released from the site, the driver is advised he/she has 24 hours to completely remove all RDF from the vehicle. The sampling officer forwards the sample to the MnDOR who records and forwards the sample to the local IRS office. The IRS then forwards it to a US Air Force testing laboratory for spectroscopic examination and assessment.

**4. WHAT ENFORCEMENT ACTION CAN BE TAKEN?**

If the testing laboratory confirms the sample contains RDF, then the local IRS office is so notified and the MnDOR or the IRS office initiates a prosecutorial case. Officers from either or both revenue agencies will then make a follow-up visit to the business location. Samples of fuel are taken from all other vehicles on-site, as well as any bulk storage tanks on the premises. Fuel supply records are audited during this visit and compared to vehicle-miles-traveled, among other things, to determine if the business entity is in fact purchasing enough road-taxed fuel to legally operate all of their on-road vehicles. Unpaid road-use taxes and appropriate additional penalties may be assessed by both agencies based upon this follow up audit.

If the taxpayer wishes to appeal the auditors' findings, the case will be moved to the appropriate state or federal tax court for adjudication. Upon a decision or a finding by the court, the case will then be remanded to the respective revenue agencies for collection as necessary.

**100% of all road-use tax recovered by the MnDOR is deposited directly into the Minnesota Highway User Tax Distribution Fund. 100% of all road-use tax recovered by the IRS is deposited directly into the Federal Highway Trust Fund.**

#### **5. PLAN OF ACTION**

During State Fiscal Years (SFY) 2016 and SFY 2017, DPS will continue its symbiotic relationship with the MnDOR to inspect and acquire fuel samples from diesel powered vehicles operated on public roadways throughout the state.

When a retailer has been identified as providing RDF for highway use vehicles the team may determine to pursue surveillance activities to determine which vehicles may be utilizing non-taxed fuel. Often this activity occurs outside normal business hours using credit card payment systems.

Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities. These will typically not be charged against the project budget as they are usually very short intervals and can be viewed as part of the safety inspection activity.

Another 15% of the samples taken will be as a result of specific RDF Enforcement Projects whereby the RDF activities will be the primary reason for the contact and further non-RDF enforcement activities may ensue as a result of the initial contact. These activities will be performed by officers working regularly scheduled shifts (not on an overtime basis). The remaining 15% of the samples will originate from fuel sampling activities performed by officers working RDF-specific activities on overtime. While on overtime, the officers will focus on RDF enforcement activities taking appropriate enforcement action on other violations detected as a result of the RDF project activities. With our inherent lack of staffing and manpower, this will help to ensure that our many other CMV safety related activities will not suffer due to a drain on our personnel resources as a result of the RDF project. DPS will obtain approximately 7,000 fuel samples each year of the project (SFY), and will report quarterly to the granting agency reference project activities and progress.

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**EXHIBIT B  
BUDGET DETAILS**

<b>Description</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>Total Cost</b>
Regular Salaries	\$70,000.00	\$70,000.00	\$140,000.00
Overtime Salaries	\$30,000.00	\$30,000.00	\$60,000.00
Fringe Costs	\$31,000.00	\$31,000.00	\$62,000.00
In-State Travel Costs	\$2,500.00	\$2,500.00	\$5,000.00
Out-State Travel Costs	\$1,500.00	\$1,500.00	\$3,000.00
Vehicle with Equipment	\$0.00	\$32,000.00	\$32,000.00
Supply/Material Costs	\$7,500.00	\$7,500.00	\$15,000.00
Indirect Costs	\$11,500.00	\$11,500.00	\$23,000.00
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$340,000.00</b>

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**EXHIBIT C  
INVOICE FORM**

INVOICE NO. \_\_\_\_\_

**Invoice Instructions:**

1. DPS must complete the invoice in their entirety and sign it.
2. DPS must attach supporting documentation and scan the entire invoice package\*, **in the following order:**
  - a. Completed, signed Invoice Form
  - b. Supporting Documentation

*Note: Whenever possible, please convert landscape pages to portrait pages and optimize the document to decrease the size.*
3. DPS must e-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Agreement No. 1000658  
 Agreement Expiration Date: July 31, 2017

Estimated Completion: \_\_\_\_\_ %  
 Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Regular Salaries	\$140,000.00			
Overtime Salaries	\$60,000.00			
Fringe Costs	\$62,000.00			
In-State Travel Costs	\$5,000.00			
Out-State Travel Costs	\$3,000.00			
Vehicle with Equipment	\$32,000.00			
Supply/Material Costs	\$15,000.00			
Indirect Costs	\$23,000.00			
<b>Net Earnings Totals:</b>	<b>\$340,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an Invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
<b>Total*</b>			

\*Must Match Net Earnings Totals Above

I certify that the statements contained on this Invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice.

Contractor: Minnesota Department of Public Safety

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Contract Administrator for possible alternatives.

MNDOT Contract NO. 1000674  
"TRF"

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This agreement is between the Dept. of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** *April 28, 2015*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$160.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is **Lynette Geschwind** or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is **Marcy Cordes** or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: *[Signature]*

Date: 4-28-15

92311 | 3000239627

**3. DEPT. OF TRANSPORTATION**

By: *[Signature]* Digitally signed by Lynnette  
(with delegated authority) Geschwind  
DN: cn=Lynnette Geschwind, o,  
ou,  
email=Lynnette.Geschwind@stat  
e.mn.us, c=US  
Date: 2015.04.28 15:47:55 -05'00'

**Lynnette  
Geschwind**

**2. MINNESOTA MANAGEMENT & BUDGET**

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

Title: Asst. Comm

Date: 4/29/15

Minnesota Department of Transportation  
Contract Management

By: *[Signature]*

Date: 4/28/15

MNDOT Contract No.  
1000675

"Co- #1"

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Dept. of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** *April 28, 2015*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

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- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$160.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the Investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

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The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is **Lynette Geschwind** or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is **Marcy Cordes** or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

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**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: R. Hancy

Date: 4-28-15

92313 / 3000 23903 /

**2. MINNESOTA MANAGEMENT & BUDGET**

By: Harry Cordis  
(With delegated authority)

Title: Asst. Comm

Date: 4/29/15

**3. DEPT. OF TRANSPORTATION**

By: Lynnette Geschwind  
(With delegated authority)  
Digitally signed by Lynnette Geschwind-

Title: Geschwind  
DN: cn=Lynnette Geschwind, o, ou, email=Lynnette.Geschwind@state.mn.us, c=US

Date: 2015.04.28 15:44:45 -05'00'

Minnesota Department of Transportation  
Contract Management

By: Ryan Gault

Date: 4/28/15

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This agreement is between the Dept. of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** April 28, 2015, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
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**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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: R. Haney

Date: 4-28-15

92315 / 3000239033

**2. MINNESOTA MANAGEMENT & BUDGET**

By: [Signature]  
(With delegated authority)

Title: Asst. Comm

Date: 4/29/15

**3. DEPT. OF TRANSPORTATION**

By: Lynnette Digitally signed by Lynnette  
(with delegated authority) Geschwind  
DN: cn=Lynnette

Title: Geschwin Geschwind, o, ou,  
email=Lynnette.Geschwind

Date: d @state.mn.us, c=US  
Date: 2015.04.28 15:43:19  
-05'00'

Minnesota Department of Transportation  
Contract Management

By: [Signature]

Date: 4/28/15

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MN.IT SERVICES  
FOR  
PROVIDING PHYSICAL AND LOGICAL REDUNDANCY IN FIBER NETWORK**

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Office of MN.IT Services (“MN.IT”).

**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 enhance financial effectiveness by sharing resources to relocate MnDOT fiber at the T.H. 14W/T.H. 52 interchange AND share existing fiber to create a comprehensive and redundant fiber network that serves the agencies’ communications, computer networks, traffic signal operations ITS systems, etc. all in Rochester, MN and,
3. Both parties are willing to enter into this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement:**
  - 1.1 **Effective date.** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes § 16C.05, subdivision 2.
  - 1.2 **Expiration date.** This Agreement will expire on June 30, 2035, unless terminated earlier pursuant to Article 10.
2. **Scope of Work and Responsibilities of Each Party:**
  - 2.1 **MnDOT responsibilities.** MnDOT will:
    - 2.1.1 Establish a partnership account for deposit of proceeds to be received from MN.IT.
    - 2.1.2 Upon full execution of the Agreement, create and enter an invoice in SWIFT.
    - 2.1.3 Use the proceeds from MN.IT (\$20,000.00) to remove MnDOT’s existing patching cabinet at the northwest quadrant of T.H. 14W/T.H. 52 interchange and relocate MnDOT fiber from that cabinet, approximately 400’ northwest, into Rochester’s communications shelter. MnDOT will hire a contractor to do this work.
      - 2.1.3.1 Removal of the patching cabinet and relocation of the fiber by MnDOT must be performed to MN.IT’s satisfaction, as determined at the sole and reasonable discretion of MN.IT’s Authorized Representative.
    - 2.1.4 In exchange for MN.IT’s funding of the relocation of MnDOT fiber, MnDOT will provide MN.IT with 2 strands of dark single mode fibers between the existing communications

shelter at the northeast quadrant of T.H.14 & South Broadway in Rochester, easterly along T.H. 14 and connecting into Rochester Community Technical College (RCTC).

2.2 ***MN.IT responsibilities.*** MN.IT will:

- 2.2.1 Provide a redundant path for fiber-borne signals between MnDOT headquarters and RCTC (in Rochester).
- 2.2.2 Maintain and repair MN.IT's fiber network in a timely manner to provide continuity, consistency and redundancy in the fiber system.

3. **Terms of Payment**

- 3.1 MnDOT will invoice MN.IT as follows: \$20,000.00 upon execution of this agreement.
- 3.2 MN.IT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MN.IT will make undisputed payments no later than 30 days after receiving MnDOT's invoice. If an invoice is incorrect, defective or otherwise improper, MN.IT will notify MnDOT within 10 days of discovering the error. After MN.IT receives the corrected invoice, MN.IT will pay MnDOT within 30 days of receipt of such invoice.
- 3.3 MnDOT must create and enter an invoice in SWIFT.
- 3.4 MN.IT will make payment using the bilateral netting process in SWIFT.
- 3.5 MN.IT's maximum obligation under this agreement is \$20,000.00. Upon completion of the work described in Article 2.1.3, any unused funds will be refunded to MN.IT.
- 3.6 MnDOT will be responsible for any costs, to complete the work described in 2.1.3, which may exceed MN.IT's maximum contribution.

4. **Authorized Representatives**

- 4.1 ***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.

4.2 ***MnDOT's Authorized Representative*** is

Name: Michael Schweyen (or his successor)  
 Title: Traffic Engineer - Principal  
 MnDOT - District 6 - Rochester  
 Street Address: 2900 48<sup>th</sup> Street NW  
 City State Zip: Rochester, MN 55901  
 Telephone: 507-286-7636  
 Email: michael.schweyen@state.mn.us

4.3 ***MN.IT's Authorized Representative*** is:

Name: Jim E. Johnson (or his successor)  
 Title: Communications Director  
 Office: MN.IT Services  
 Street Address: 658 Cedar Street  
 City State Zip: St. Paul, MN 55155  
 Telephone: 651-201-1016  
 Email: jim.e.johnson@state.mn.us

5. **Liability**

- 5.1 Each party is solely responsible for its own acts or omissions and the results thereof, to the extent permitted by law.

6. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the both parties relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.
7. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.
8. **Government Data Practices:**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.
9. **Assignment and Amendments**
  - 9.1 *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.
  - 9.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.
10. **Waiver; Contract Complete**
  - 10.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
  - 10.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
11. **Termination:** Either party may terminate this Agreement at any time, with or without cause, upon 12 months written notice to the other party.

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

**MN.IT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.03.

Signed: *Lequette Pochet*  
Date: 6/17/15

**MnDOT**

By: *Michael Bruner*  
(with delegated authority)

SWIFT Contract (SC) ID No.: 94837  
Purchase Order (PO) ID No.: 3-9984

Title Division Director  
Date: 6/19/15

**OFFICE OF MN.IT SERVICES**

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

By: *M. Long*  
Title: CTO  
Date: 6/17/2015

**MnDOT CONTRACT MANAGEMENT**

By: *Ryan Gault*  
Date: 6/26/15

**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
<b>Total Estimated Cost of Partnership Lease</b>		<b>\$ 124,154.85</b>	

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 <sup>LEOL</sup> testing area. <sub>CDL</sub>

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](mailto: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](mailto: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 Tebr  
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**

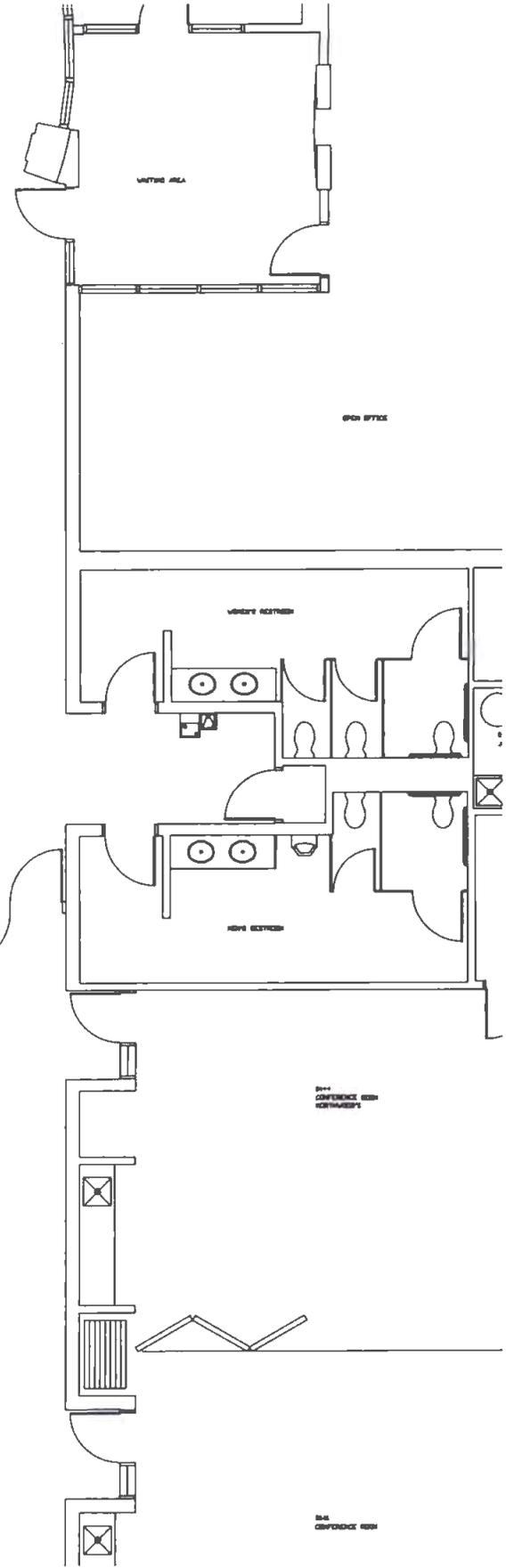
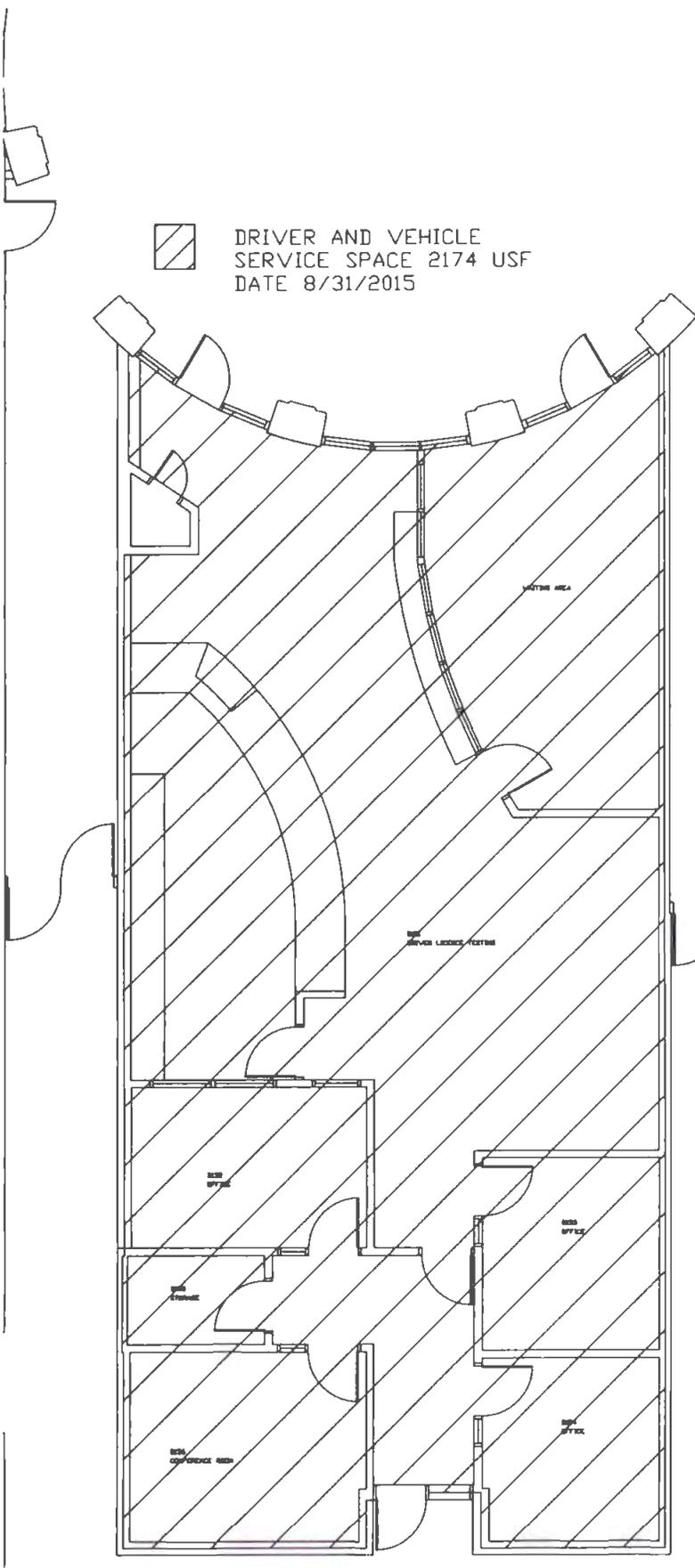
By: Jane Johnson  
Date: 9-29-15  
SWIFT Contract # 101079

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

SWIFT Purchase Order # 3000636840

10

 DRIVER AND VEHICLE  
SERVICE SPACE 2174 USF  
DATE 8/31/2015







Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Minnesota State Patrol 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101	<b>Grant Program:</b> 2015 Motor Carrier Safety Administration Program (MCSAP)  <b>Grant Agreement No.:</b> A-MCSAP15-2015-MNDOT-00002				
<b>Grantee:</b> Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 St. Paul, MN 55155	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 10/1/2014 <b>Expiration Date:</b> 9/30/2016				
<b>Grantee's Authorized Representative:</b> William Gardner, Commercial Vehicle Operations Director Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 470 395 John Ireland Boulevard Saint Paul, MN 55155 Phone: (651)366-3665 Email: William.gardner@state.mn.us	<b>Grant Agreement Amount:</b> <table border="0"> <tr> <td>Original Agreement</td> <td style="text-align: right;">\$ 795,959.10</td> </tr> <tr> <td>Matching Requirement</td> <td style="text-align: right;">\$ 198,990.30</td> </tr> </table>	Original Agreement	\$ 795,959.10	Matching Requirement	\$ 198,990.30
Original Agreement	\$ 795,959.10				
Matching Requirement	\$ 198,990.30				
<b>State's Authorized Representative:</b> Colonel Matthew Langer Minnesota Department of Public Safety Minnesota State Patrol 445 Minnesota Street, Suite 130 Saint Paul, MN 55101 Phone: (651)201-7117 Email: matthew.langer@state.mn.us	<b>Federal Funding:</b> CFDA 20.218 <b>State Funding:</b> None <b>Special Conditions:</b> None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2015 Motor Carrier Safety Administration Program (MCSAP) Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 130, St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2015 Motor Carrier Safety Administration Program (MCSAP) Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the



Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: Gale Rotde  
Date: 7/24/15

**3. STATE AGENCY**

By: [Signature]  
(with delegated authority)  
Title: Chief  
Date: 7/20/15

Grant Agreement No. A-MCSAP15-2015-MNDOT-00002/3-34393

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: [Signature]  
Title: Director, Office of Freight & Comm. Veh. Operations  
Date: 7/15/15

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Minnesota Department of Transportation

By: [Signature]  
Title: Contracts Administrator  
Date: 7/15/15

2015 Motor Carrier Safety Assistance Program

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-MCSAP15-2015-MNDOT-00002

Budget Summary

Budget		
Budget Category	State Reimbursement	Local Match
Fringe		
Fringe	\$138,247.14	\$34,562.31
<b>Total</b>	<b>\$138,247.14</b>	<b>\$34,562.31</b>
Indirect Costs		
Indirect Costs	\$78,731.65	\$19,682.91
<b>Total</b>	<b>\$78,731.65</b>	<b>\$19,682.91</b>
Other Expenses		
Other Expenses	\$8,058.54	\$2,014.63
<b>Total</b>	<b>\$8,058.54</b>	<b>\$2,014.63</b>
Personnel		
Salary	\$488,772.84	\$122,193.21
<b>Total</b>	<b>\$488,772.84</b>	<b>\$122,193.21</b>
Program Travel		
Program Travel	\$63,648.82	\$15,912.21
<b>Total</b>	<b>\$63,648.82</b>	<b>\$15,912.21</b>
Supplies		
Supplies	\$18,500.11	\$4,625.03
<b>Total</b>	<b>\$18,500.11</b>	<b>\$4,625.03</b>
<b>Total</b>	<b>\$795,959.10</b>	<b>\$198,990.30</b>



<b>Minnesota Department of Public Safety ("State")</b> Minnesota State Patrol 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101	<b>Grant Program:</b> 2015 Motor Carrier Safety Administration Program (MCSAP)  <b>Grant Agreement No.:</b> A-MCSAP15-2015-MNDOT-00002 <b>Grant Amendment No.:</b> 1																
<b>Grantee:</b> Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 St. Paul, MN 55155	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 10/1/2014 <b>Expiration Date:</b> 9/30/2016																
<b>Grant Matching Requirement:</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Original Agreement Amount</td> <td style="text-align: right;">\$198,990.30</td> </tr> <tr> <td>Previous Amendment(s) Total</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Current Amendment Amount</td> <td style="text-align: right;"><u>\$103,197.98</u></td> </tr> <tr> <td>Total Agreement Amount</td> <td style="text-align: right;">\$302,188.28</td> </tr> </table>	Original Agreement Amount	\$198,990.30	Previous Amendment(s) Total	0.00	Current Amendment Amount	<u>\$103,197.98</u>	Total Agreement Amount	\$302,188.28	<b>Grantee Agreement Amount:</b> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Original Agreement Amount</td> <td style="text-align: right;">\$795,959.10</td> </tr> <tr> <td>Previous Amendment(s) Total</td> <td style="text-align: right;">0.00</td> </tr> <tr> <td>Current Amendment Amount</td> <td style="text-align: right;"><u>\$412,794.00</u></td> </tr> <tr> <td>Total Agreement Amount</td> <td style="text-align: right;">\$1,208,753.10</td> </tr> </table>	Original Agreement Amount	\$795,959.10	Previous Amendment(s) Total	0.00	Current Amendment Amount	<u>\$412,794.00</u>	Total Agreement Amount	\$1,208,753.10
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Previous Amendment(s) Total	0.00																
Current Amendment Amount	<u>\$103,197.98</u>																
Total Agreement Amount	\$302,188.28																
Original Agreement Amount	\$795,959.10																
Previous Amendment(s) Total	0.00																
Current Amendment Amount	<u>\$412,794.00</u>																
Total Agreement Amount	\$1,208,753.10																

*In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.*

Exhibit A of the Original Grant Agreement is replaced by Revised Exhibit A, which is attached and incorporated into this Grant Agreement. Any references to Exhibit A in the Original Grant Agreement now refer to Revised Exhibit A.

The Original Grant Agreement and all previous amendments are incorporated into this amendment by reference.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: Gale Kotale  
 Date: 12/22/15

**3. STATE AGENCY**

By: [Signature]  
 (with delegated authority)  
 Title: Chief  
 Date: 12/10/15

Grant Agreement No. A-MCSAP15-2015-MNDOT-00002/3-34393

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: W. J. Gads  
 Title: Director, OFCVO  
 Date: 12/7/15

By: Ryan Gault  
 Title: contracts Administrator  
 Date: 12/7/15

Distribution: DPS/FAS  
 Grantee  
 State's Authorized Representative

2015 Motor Carrier Safety Assistance Program

Budget Summary

Category	State Reimbursement	Local Match	
	\$210,449.89	\$52,612.47	
	\$210,449.89	\$52,612.47	
	\$119,851.07	\$29,962.77	
	\$119,851.07	\$29,962.77	
Res			
Res	\$12,000.00	\$3,000.00	
	\$12,000.00	\$3,000.00	
	\$744,123.68	\$186,030.92	
	\$744,123.68	\$186,030.92	
Level			
Level	\$94,779.87	\$23,694.97	
	\$94,779.87	\$23,694.97	
	\$27,548.59	\$6,887.15	
	\$27,548.59	\$6,887.15	
	\$1,208,753.10	\$302,188.28	

**DEPARTMENTAL LEASE**

<b>LESSOR: DEPARTMENT OF ADMINISTRATION</b>	
<b>DEPARTMENT/AGENCY (as LESSEE)</b> Transportation	
<b>BUILDING NAME/ADDRESS</b> Transportation Building, 395 John Ireland Boulevard	<b>DIVISION/SECTION NAME</b>

**TERMS AND CONDITIONS:**

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand three hundred sixteen (255,316) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

Level/Suite No.	Square Feet	Use
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,749	Office
Ground	2,373	Shared
First	44,296	Office
Second	22,821	Office
Third	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,127	Office
<b>TOTAL</b>	<b>255,316</b>	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2015 and continuing through June 30, 2017.

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

FY: 16	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
7/1/15- 6/30/16	Basement	25,668		\$17.50		\$37,432.50	\$112,297.50	\$449,190.00
	Basement		2,238		\$7.00	\$1,305.50	\$3,916.50	\$15,666.00
	Ground	22,122		\$17.50		\$32,261.25	\$96,783.75	\$387,135.00
	First	44,296		\$17.50		\$64,598.33	\$193,794.99	\$775,179.96
	Second	22,821		\$17.50		\$33,280.63	\$99,841.89	\$399,367.56
	Third	22,866		\$17.50		\$33,346.25	\$100,038.75	\$400,155.00
	Fourth	22,711		\$17.50		\$33,120.21	\$99,360.63	\$397,442.52
	Fifth	22,936		\$17.50		\$33,448.33	\$100,344.99	\$401,379.96
	Sixth	23,278		\$17.50		\$33,947.08	\$101,841.24	\$407,364.96
	Seventh	23,253		\$17.50		\$33,910.63	\$101,731.89	\$406,927.56
	Eighth	23,127		\$17.50		\$33,726.88	\$101,180.64	\$404,722.56
<b>TOTAL</b>		<b>253,078</b>	<b>2,238</b>			<b>\$370,377.59</b>	<b>\$1,111,132.77</b>	<b>\$4,444,531.08</b>

FY: 17	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
7/1/16 - 6/30/17	Basement	25,668		\$18.40		\$39,357.60	\$118,072.80	\$472,291.20
	Basement		2,238		\$7.00	\$1,305.50	\$3,916.50	\$15,666.00
	Ground	22,122		\$18.40		\$33,920.40	\$101,761.20	\$407,044.80
	First	44,296		\$18.40		\$67,920.53	\$203,761.59	\$815,046.36
	Second	22,821		\$18.40		\$34,992.20	\$104,976.60	\$419,906.40
	Third	22,866		\$18.40		\$35,061.20	\$105,183.60	\$420,734.40
	Fourth	22,711		\$18.40		\$34,823.53	\$104,470.59	\$417,882.36
	Fifth	22,936		\$18.40		\$35,168.53	\$105,505.59	\$422,022.36
	Sixth	23,278		\$18.40		\$35,692.93	\$107,078.79	\$428,315.16
	Seventh	23,253		\$18.40		\$35,654.60	\$106,963.80	\$427,855.20
	Eighth	23,127		\$18.40		\$35,461.40	\$106,384.20	\$425,536.80
<b>TOTAL</b>		<b>253,078</b>	<b>2,238</b>			<b>\$389,358.42</b>	<b>\$1,168,075.26</b>	<b>\$4,672,301.04</b>

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.

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. Sites  
REAL ESTATE AND CONSTRUCTION SERVICES  
Date SEP 23 2015

LESSEE:  
TRANSPORTATION  
By Tom Johnson  
Title Director, Support Services  
Date 9/11/2015

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
PLANT MANAGEMENT DIVISION  
By Ken Seedy  
Title Bus Operations Mgr  
Date 8.25.15

STATE ENCUMBRANCE VERIFICATION  
*Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.*  
By Charles Giddings  
Date 9/11/2015  
Contract No. 3000261801

Minnesota Department of Transportation  
Contract Management

By: Nyssa Daulton  
Date: 9/21/15



State of Minnesota  
 Department of Administration  
 Real Estate and Construction Services

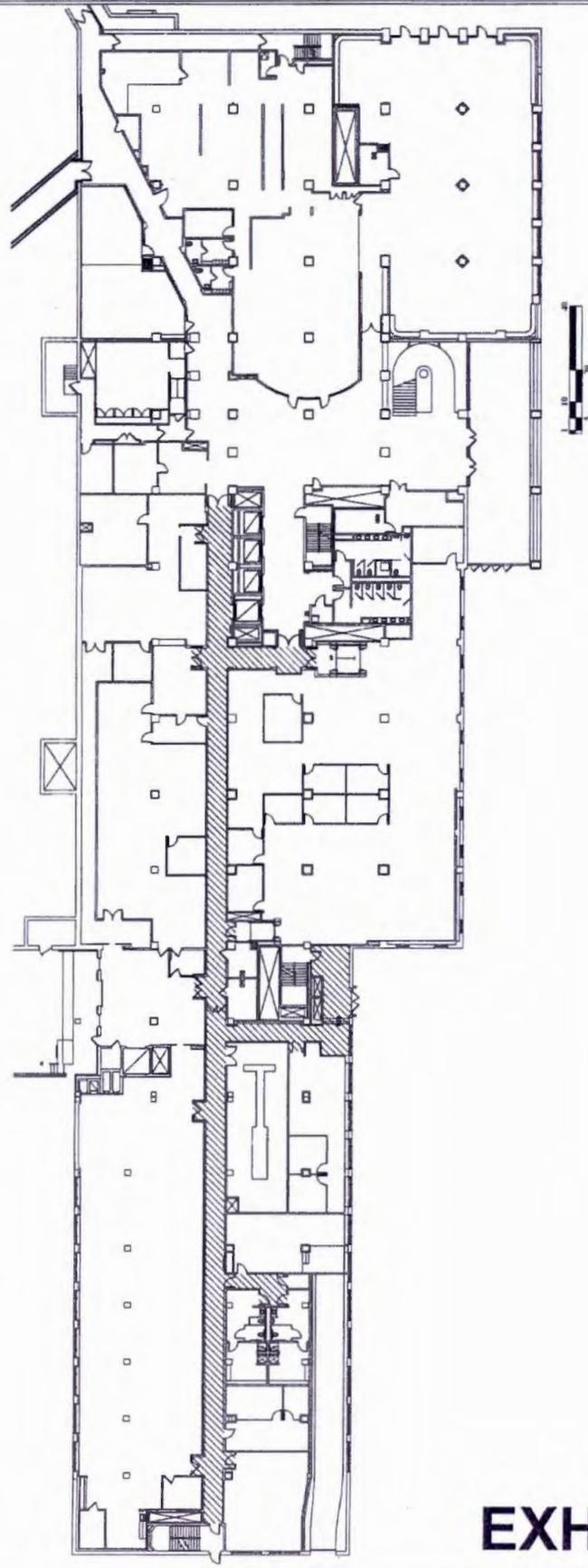
Transportation Building  
 310105

Notes / Remarks  
 EY16-17 Lease Renewal  
 5/1/2015

Ground Floor  
 002310105-GR

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

1 of 1



Department - Division  
 Department of Transportation  
 19,749 Sq. Ft. Office  
 2,373 Sq. Ft. Prorated Portion of Shared Space

**EXHIBIT A**



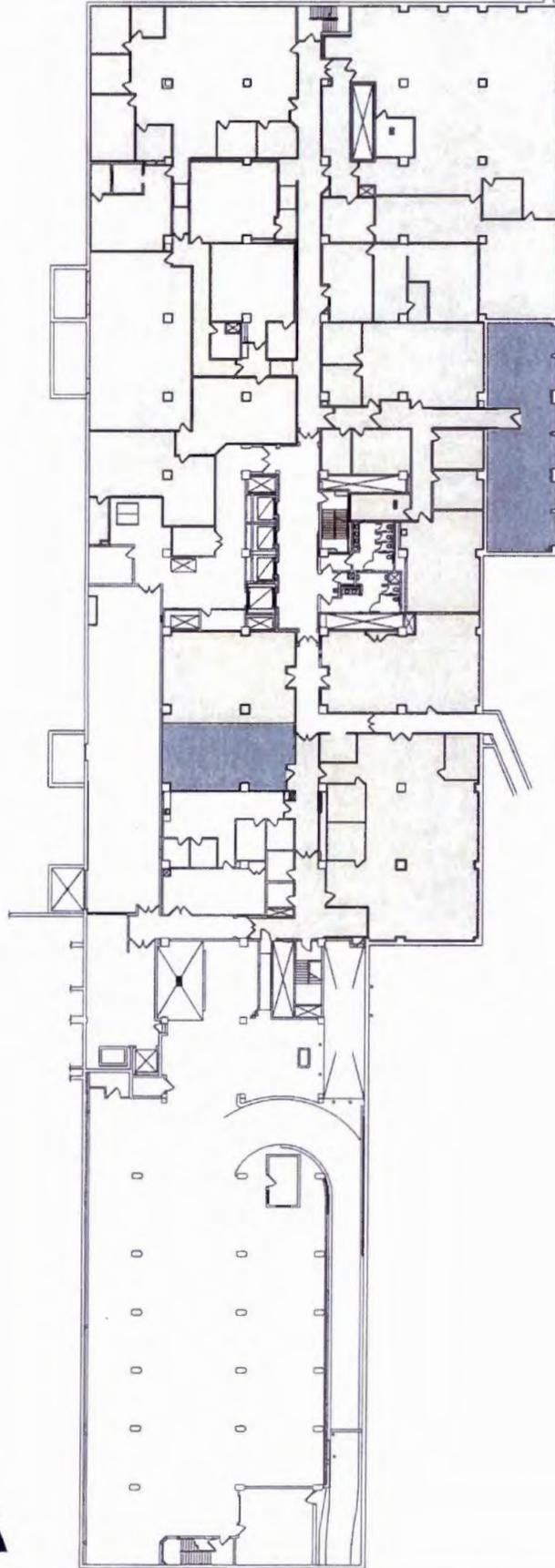
State of Minnesota  
 Department of Administration  
 Real Estate and Construction Services

Transportation Building  
 310105

Notes / Remarks  
 EX16-EX17 Lease Renewal  
 5/1/2015

Basement  
 00210105602-LL

Drawn By: J. Prokath  
 Checked By: C. Bergman  
 Approved By:



Department - Division  
 Department of Transportation  
 25,668 Sq. Ft. Office  
 2,238 Sq. Ft. Storage

**EXHIBIT A**

Page 3 of 13 Intentionally left blank



State  
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Department  
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Administration  
Real Estate and  
Construction  
Services

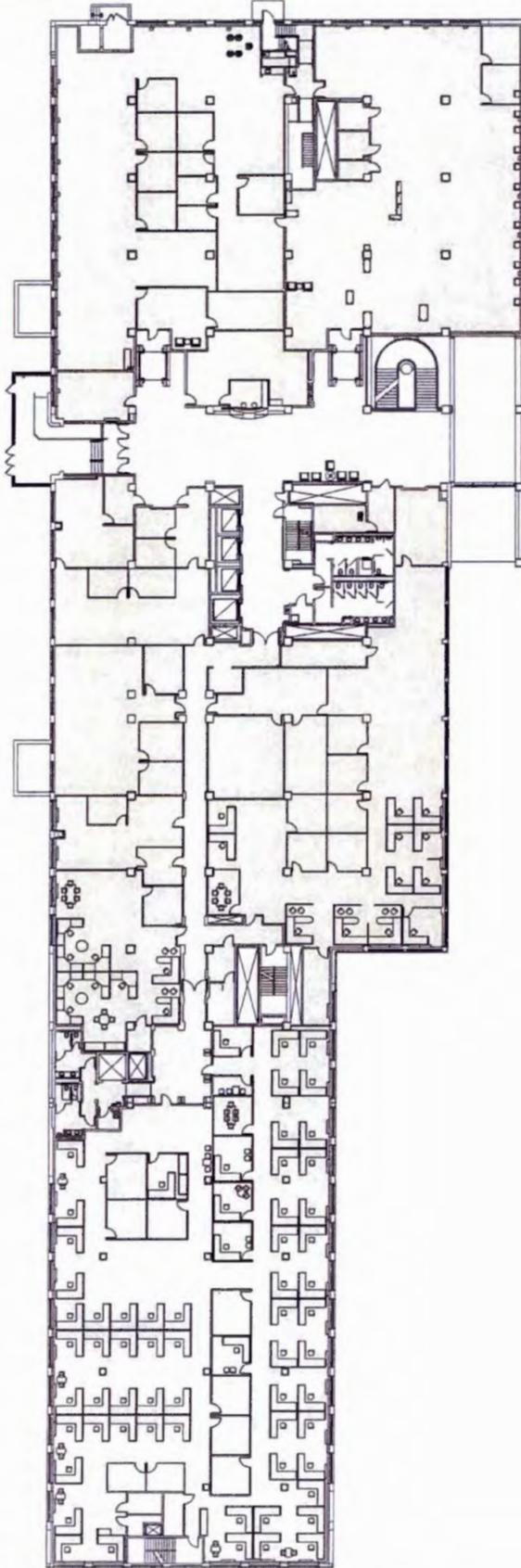
Transportation  
Building  
310105

Notes / Remarks  
EXHIBIT Lease Renewal  
5/1/2015

First Floor  
00231010563-01

Drawn By: J. Probst  
Checked By: C. Bergerson  
Approved By:

4 of 13



**EXHIBIT A**

Department - Division  
Department of Transportation  
44,296 Sq. Ft. Office



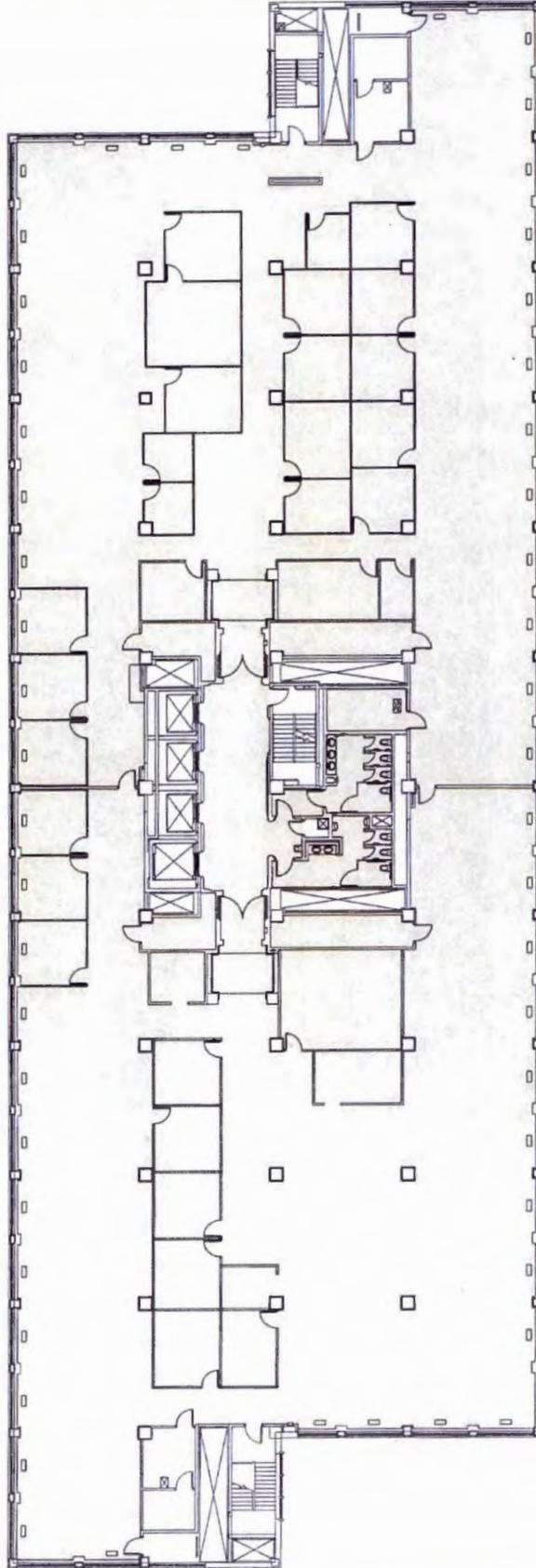
State of Minnesota  
 Department of Administration  
 Real Estate and Construction Services

Transportation Building  
 310105

Notes / Remarks  
 EX 16-FY 17 Lease Renewal  
 5/1/2015

Second Floor  
 00231010562-02

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



Department - Division  
 Department of Transportation  
 22,821 Sq. Ft. Office



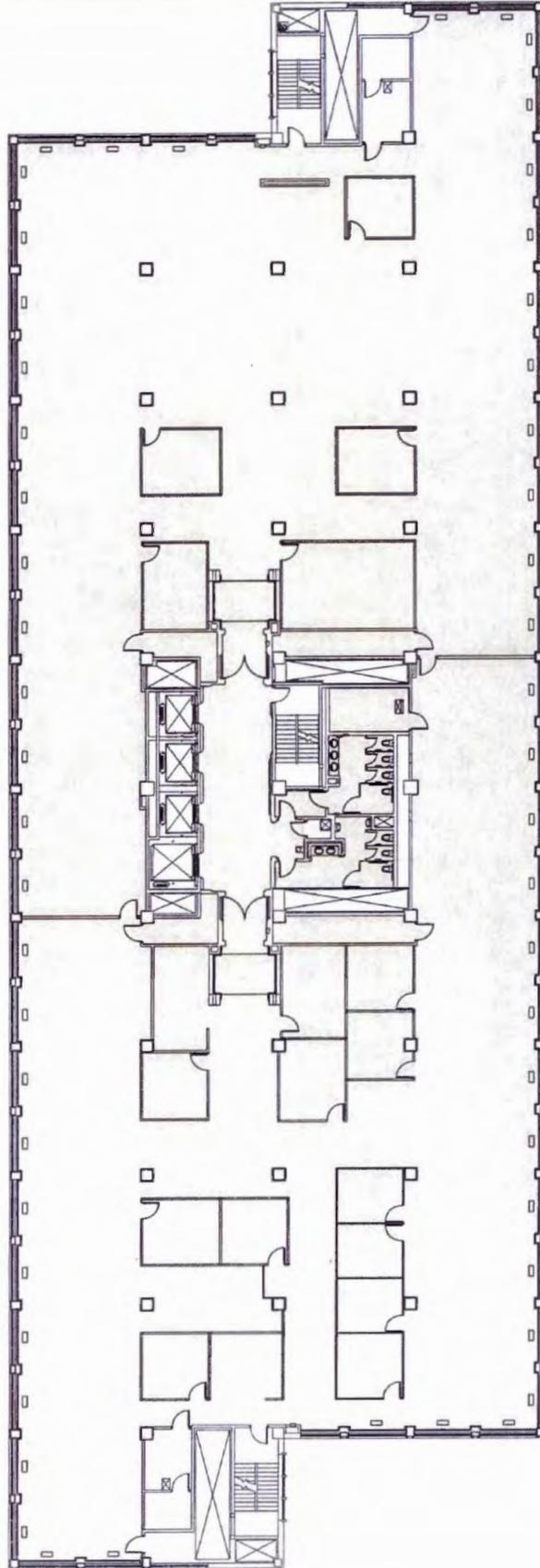
State of Minnesota  
 Department of Administration  
 Real Estate and Construction Services

Transportation Building  
 310105

Notes / Remarks  
 EX 16 EX 17 Lease Renewal  
 5/17/2015

Third Floor  
 00231010562-03

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



**EXHIBIT A**

Department - Division  
 Department of Transportation  
 22,866 Sq. Ft. Office

1843



State  
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Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

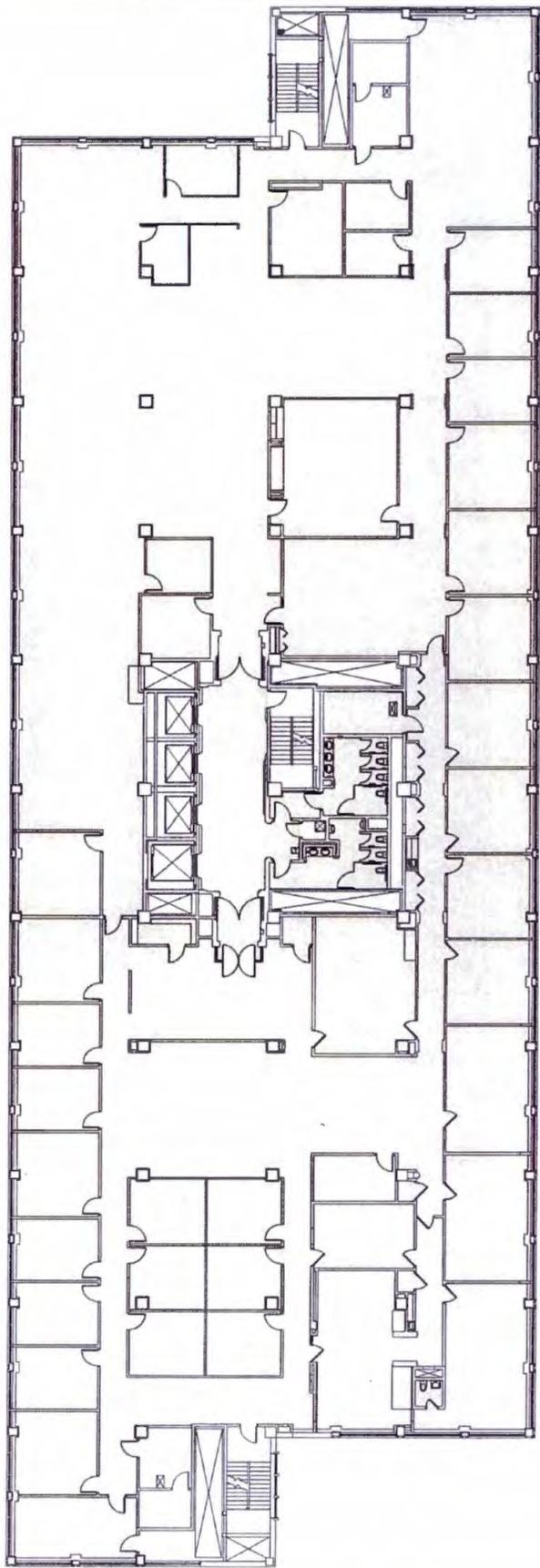
Transportation  
Building  
310105

Notes / Remarks  
CLINGBY Lense Rational  
5/1/2015

Fourth Floor  
00231010562.04

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

7 of 13



**EXHIBIT A**

Department - Division  
Department of Transportation  
22,711 Sq. Ft. Office

1844



State of Minnesota  
 Department of Administration  
 Real Estate and Construction Services

Transportation Building  
 310105

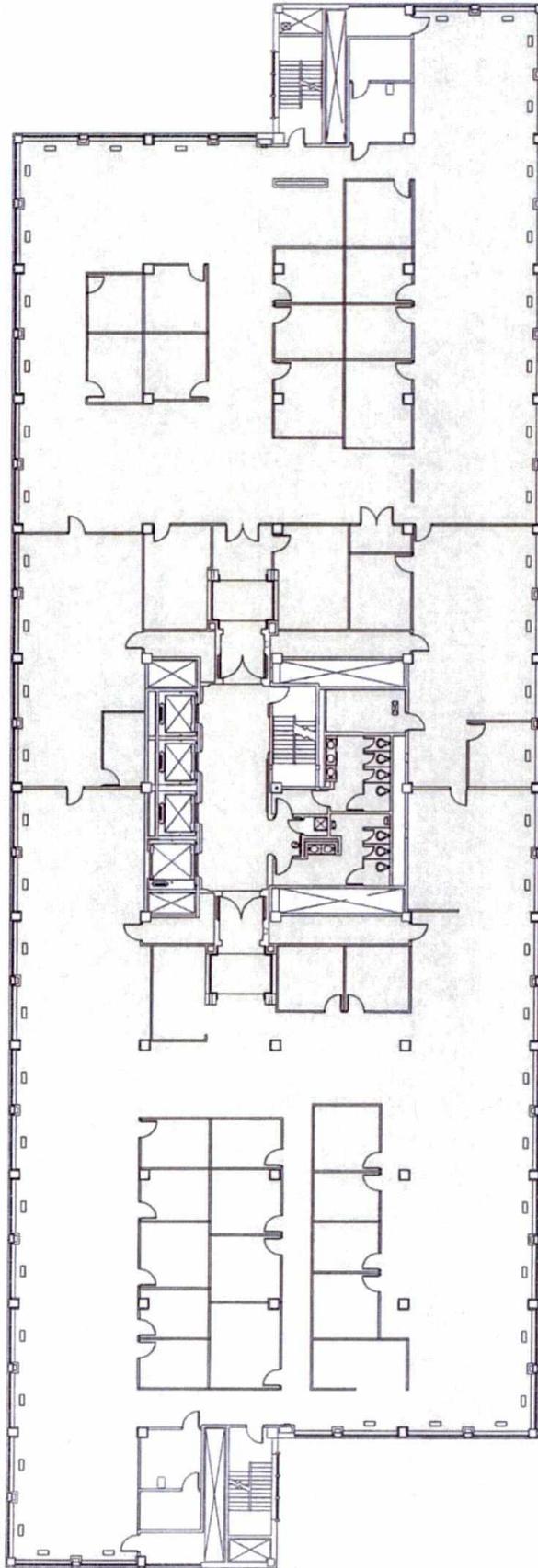
Notes / Remarks  
 EX116: FY17 Lease Renewal  
 5/1/2015

MnDOT Contract # 1001209A03

Fifth floor  
 G0211676302-05

Drawn By: J. J. [unclear]  
 Checked By: C. [unclear]  
 Approved By: [unclear]

8 of 13



**EXHIBIT A**

Department - Division  
 Department of Transportation  
 22,936 Sq. Ft. Office



State of Minnesota  
 Department of Administration  
 Real Estate and Construction Services

Transportation Building  
 310105

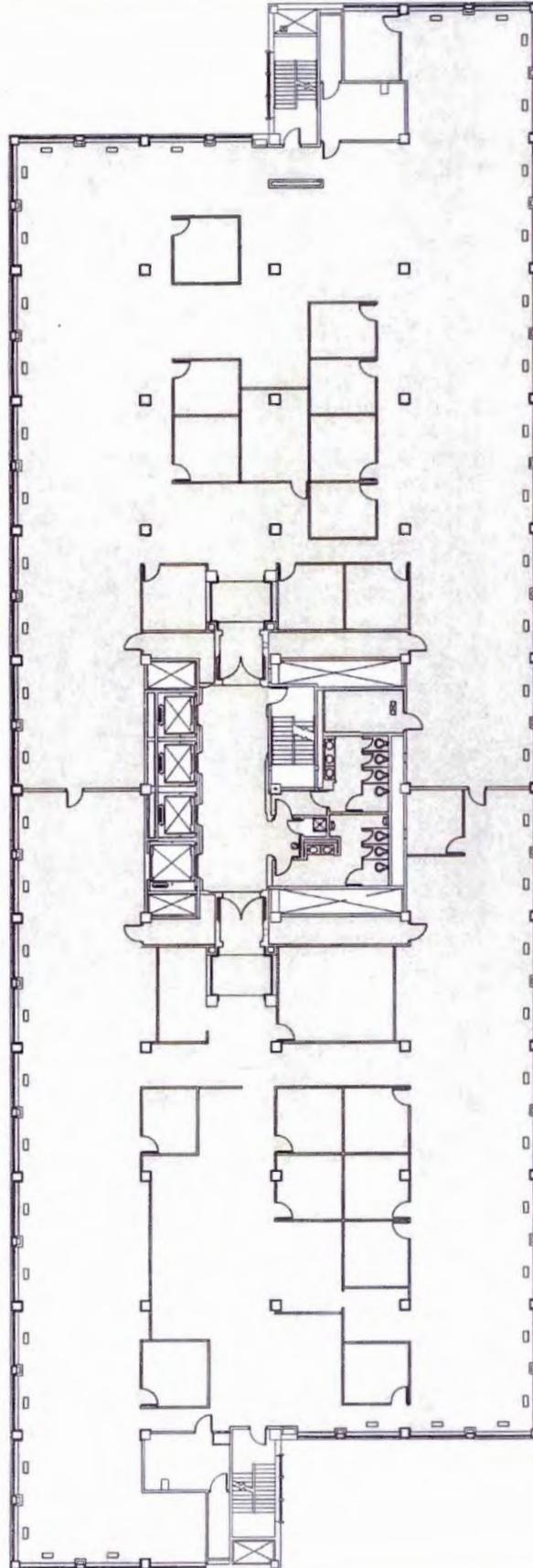
Notes / Remarks  
 EX16-EY17 Lease Renewal  
 3/1/2015

MnDOT Contract # 1001209A03

Sixth Floor  
 08023 001 602.06

Drawn By: J. [unclear]  
 Checked By: C. [unclear]  
 Approved By: [unclear]

98113



**EXHIBIT A**

Department - Division  
 Department of Transportation  
 23,278 Sq. Ft. Office





State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

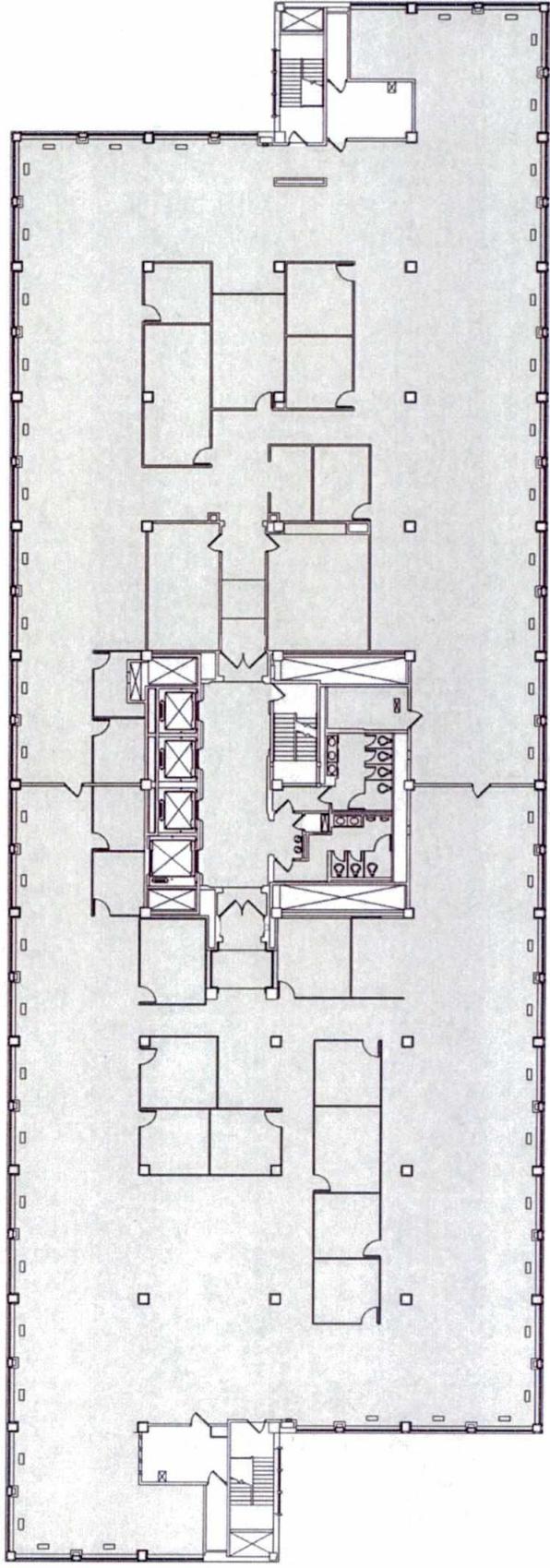
Notes / Remarks  
EXHIBIT Lease Renewal  
5/1/2015

Eight Floor  
00231010562-08

Drawn By: J. [unclear]  
Checked By: [unclear]  
Approved By: [unclear]

11 of 13

MnDOT Contract #: 1001209A03



**EXHIBIT A**

Department - Division  
Department of Transportation  
23,127 Sq. Ft. Office

Page 12 of 13 Intentionally left blank

Page 13 of 13 Intentionally left blank

**MnDOT Contract #: 1001209A03****I. DUTIES OF LESSOR**

A. The Department of Administration, **Plant Management Division** (hereinafter referred to as LESSOR) 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** LESSOR shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental, Indoor Air Quality, general office 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. LESSEE should contact 651.201.2300 or check website: [www.mn.gov/admin/government/buildings-grounds](http://www.mn.gov/admin/government/buildings-grounds) for more information.
  - a. **Construction, Remodeling and Renovation Work** LESSOR shall inform LESSEE in advance and in writing of construction, remodeling or renovation work.
  - b. **Carpet Replacement** LESSOR 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 LESSOR 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 LESSOR. Selection by LESSEE shall be made from LESSOR sample selections. If LESSEE desires carpet and LESSOR does not have funding available, LESSEE has the option of funding the purchase. LESSOR will contract, install and invoice LESSEE. Colors and quality selection must be approved in advance and in writing by LESSOR to ensure durability, maintainability and uniformity.
  - c. **Interior Decoration** LESSOR 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. LESSOR financial obligation shall not exceed contract amount. Selection shall be made by LESSEE from LESSOR sample selections. If LESSEE desires a different type of wall treatment or a different quality of paint, LESSOR will contract and invoice LESSEE. LESSOR 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 LESSOR to ensure durability, maintainability, design integrity, and uniformity.
  - d. **Window Treatments** LESSOR 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/or 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 LESSOR. Exterior envelope window treatments will be selected from the State Contract. If LESSEE chooses to select a different exterior envelope window treatment that is not under State Contract, LESSEE shall pay the portion above the State Contract rate. If LESSEE desires a different type of window treatment and is willing to fund the difference, LESSOR will contract and invoice the LESSEE. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of LESSEE and any related costs shall be borne by LESSEE.
  - e. **Ceiling Tiles** LESSOR shall replace damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of LESSOR.
  - f. **Leased Space** To make space suitable for new tenants, LESSOR shall provide the treatments and finishes outlined above dependent upon available funding. LESSOR shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LESSOR. LESSOR shall not fund accommodations or changes to leased space in order to meet specialized needs of LESSEE, such as ADA accommodations.

The above terms and conditions in items a-f apply only when specific funds have not been appropriated for this purpose.

- g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LESSOR shall provide engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LESSOR-owned

**MnDOT Contract #: 1001209A03**

and under LESSOR'S custodial control.

- h. **Grounds Maintenance Services** LESSOR 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** LESSOR shall provide an integrated pest management program for control of rodents and insects within the building.
- j. **Keys** All keys for space in state-owned buildings under the custodial control of LESSOR must be provided by LESSOR. LESSOR shall provide two (2) keys for each door with lock hardware within the Leased Premises. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement.
- k. **Security Services** In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain emergency call stations at exterior locations and in the tunnel systems.
- l. **Signage** LESSOR 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 LESSOR'S discretion.
- m. **Communication** LESSOR'S Building Manager or designee shall coordinate with LESSEE'S key contact person on any work scheduled in a building which could affect building operations. LESSOR shall provide written notice in advance of these events and LESSEE shall provide communication to tenants. Reasonable coordination efforts shall be made by LESSOR with LESSEE'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. **Insurance** LESSOR insures the building structure only. Ensuring contents is at the discretion of LESSEE.
- o. **Fire Detection, Alarm and Suppression Systems** LESSOR 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 LESSEE.
- p. **Use of Space** LESSOR shall lock and secure all LESSOR'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms.
- q. **Solid Waste** LESSOR shall remove solid waste from buildings on a daily basis.

**2. UTILITY SERVICES**

- a. **Heating** LESSOR shall provide the Leased Premises with heating facilities of a design capacity 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 by LESSEE of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LESSOR may provide LESSEE 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, minimum temperatures shall be maintained
    - (a) Between 68° F to 70° F for all occupied areas.
    - (b) Between 65° F to 67° F for all lobbies, corridors and restrooms.
    - (c) Between 60° F to 62° F for all building entrances and storage areas.
    - (d) Temperature settings for all of the above referenced spaces will be lowered to between 60° F and 62° F during non-working hours.
    - (e) At a maximum of 55° F for all unoccupied and all vacated spaces.

**MnDOT Contract #: 1001209A03**

- (ii) LESSOR shall establish the area operating temperatures as follows:
    - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
    - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday and all State observed holidays.
  - (iii) Unless established to the contrary through a pre-approved interagency agreement, heating systems are set to operate as defined above. Building heating systems are not intended to be used for heating areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional heating beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR for the extended hours of operation.
- b. Cooling** LESSOR shall provide the Leased Premises with cooling infrastructure of a design capacity sufficient to maintain the Leased Premises with adequate cooling supply based on normal office usage. If LESSEE has LESSEE-owned equipment or LESSEE requires additional air conditioning operation beyond the established hours of operation or beyond a normal 'office' environment setting use, LESSEE shall be billed by LESSOR on a fee-for-service basis based on chilled water and electrical usage for the extended hours of operation or specialized use.
- (i) From May 1 through September 30, maximum temperatures shall be maintained as follows:
    - (a) Between 76° F to 78° F for all occupied areas excluding reheat systems.
    - (b) Temperature settings for all of the above referenced spaces will be increased to 85° F during non-working hours.
    - (c) Computer rooms and research facility temperatures will be maintained in accordance with the operating requirements of the equipment/research procedures.
  - (ii) LESSOR shall establish the area operating temperatures as follows:
    - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
    - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday and all State observed holidays.
  - (iii) Unless established to the contrary through a pre-approved interagency agreement, cooling systems are set to operate as defined above. Building cooling systems are not intended to be used for cooling areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional air conditioning operation beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR for the extended hours of operation.
- c. Water/Sewage** LESSOR shall provide the Leased Premises with adequate water and sewage facilities of a design capacity sufficient to serve the Leased Premises.
- d. Ventilation** LESSOR 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 LESSOR as required by the application and the needs of the system. Unless established to the contrary through a pre-approved interagency 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) LESSOR shall provide the Leased Premises with electrical infrastructure of a design 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 LESSOR. LESSEE- owned equipment, purchased and installed by LESSEE, or purchased and installed on behalf of LESSEE through a major construction or

**MnDOT Contract #: 1001209A03**

renovation project and/or LESSEE'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of LESSEE at LESSEE'S cost. All LESSEE equipment installation to be approved in accordance with the provisions of this lease with LESSOR to ensure proper installation of powered equipment. LESSEE shall be billed by LESSOR on a fee-for-service basis based on actual electrical usage for the extended hours of operation or specialized use.

- (ii) LESSOR shall provide electric power for LESSEE. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LESSOR cannot guarantee continuous availability. If LESSEE has a need for continuous, uninterruptible, or specific power quality needs, it shall be LESSEE'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 LESSOR.
- (iii) The LESSOR 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 LESSEE, the LESSOR will schedule work during "off hours", nights and weekends in an effort to minimize disruption to LESSEE activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LESSOR 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 LESSOR 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), LESSOR shall provide space for common area recycle containers.
- b. LESSOR shall provide general recycling services limited to the collection of common area recycling containers. LESSOR will transport LESSEE provided collection containers from the Leased Premises to a holding area. LESSOR shall return container to the common recycling areas in the Leased Premises.
- c. LESSOR is not responsible for confidential recycling.

**4. JANITORIAL SERVICES The following janitorial services shall be provided by LESSOR:****a. Office Cleaning**

- Daily: Empty trash receptacles; replace liners, as necessary.  
Pick up litter in remainder of other carpeted areas.  
Spot clean carpeting.
- Weekly: Vacuum carpeted areas.  
Dust mop hard surface main traffic aisles.  
Dust mop hard surface areas.  
Wet mop hard surface areas.  
Spot clean partitions/door glass
- Monthly: Spot clean walls and doors.

**MnDOT Contract #: 1001209A03**

- Semi-Annual: Dust door frames.  
                   Dust accessible exterior window blinds, where applicable.  
                   Clean ceiling vents (under 12 feet).  
                   Clean-carpeted traffic aisles.
- 18 months: Clean carpet. May be extraction, tip cleaning or rotary shampooing.
- As Needed: Empty recyclable materials from common area collection containers and coordinate material pick up.

NOTE: Detail dusting in an office setting shall be done only in accessible areas. LESSOR 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 trash receptacles.  
           Sweep hard surface floors.  
           Wet mop hard surface floors.  
           Clean walk off mats.  
           Clean door glass; spot clean adjacent glass.  
           Vacuum carpet.  
           Clean interior and exterior of elevators.  
           Wet mop open stairways in winter.  
           Check/spot clean directories.
- Weekly: Detail/dust areas below 6 feet.  
           Spot clean plate glass windows.  
           Clean stairway handrails.  
           Check/ spot clean public area furniture.  
           Spot clean walls.  
           Wet mop open stairways.
- As Needed: Scrub and coat hard surface floors.  
           Strip, seal and finish hard surface floors.  
           Buff/burnish accessible hard surface floors.  
           Clean carpet.  
           Clean thresholds, kick plates and door frames.

**c. Hard Surface Floor Care – Common Areas**

- Daily: Spot mop spills/splashes.
- Weekly: Wet mop/auto scrub floor surfaces.  
           Buff/burnish floors.  
           Dust mop wall to wall.
- As Needed: Heavy scrub and recoat floor finish.  
           Strip, seal and finish hard surface floors.

**d. Hard Surface Floor Care – Work Areas**

- Weekly: Dust mop & wet 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.

**MnDOT Contract #: 1001209A03**

**e. Restroom Cleaning**

Daily: Check, resupply stock.  
 Clean mirrors.  
 Clean stock dispenser.  
 Empty trash, including sanitary disposal units; spot 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.

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

**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.  
 Remove unapproved posters or outdated posters/bulletins.

Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.  
 Check/spot clean interior stairwells.

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.

**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 Plant Management Division.
2. Preparation and processing of lease documents.

**II. DUTIES OF LESSEE**

**A. TRANSFERABILITY** LESSEE 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** LESSEE will designate at least 1 key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LESSOR'S Building Manager. This will include but not be limited to building surveys, LESSOR initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LESSOR on postings of work which may affect the building tenants or building operations. LESSEE will also designate at least 1 key contact person who shall be responsible and can be contacted after normal business hours in the event of an emergency.

**MnDOT Contract #: 1001209A03****C. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

1. LESSEE agrees to:
  - a. Ensure LESSEE'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 LESSEE.
  - 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 LESSOR'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.

**D. HAZARDOUS WASTE**

1. If LESSEE 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 LESSOR with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. LESSEE shall also provide LESSOR with a copy of its annual Hazardous Waste Report each year thereafter.
2. In the event LESSEE vacates Leased Premises, LESSEE 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 LESSEE to LESSOR no later than thirty (30) days from the date LESSEE vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by LESSEE at LESSEE'S expense.

- E. ELECTRONIC DEVICES AND FURNITURE** LESSEE is responsible for LESSEE'S owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at LESSEE'S expense. LESSEE shall report the cumulative weight of electronics that are recycled each calendar year to the LESSOR by the 15<sup>th</sup> 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 LESSOR, 2. Utility Services, parts a & b).

1. LESSEE agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LESSOR may provide LESSEE with instructions defining optimal use.
2. LESSEE 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 LESSOR to be beyond those provided for in this agreement, either during or outside normal building operating hours.
3. LESSOR will measure utility usage in appropriate units and charge LESSEE for the cost per unit of the utility. LESSEE shall promptly reimburse LESSOR upon receipt of invoice for utility services.

**G. USE OF SPACE**

1. LESSEE agrees not to use the Leased Premises in any way which, in the judgment and discretion of LESSOR, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor

**MnDOT Contract #: 1001209A03**

shall LESSEE use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.

2. LESSEE 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 LESSOR as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by LESSEE, LESSEE shall contact 651.201.2300 to request access.

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

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

LESSEE agrees that, at no time, shall LESSOR 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. LESSEE agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.

7. LESSEE 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. LESSEE is responsible for all interior ADA accommodations.

**H. EQUIPMENT REPAIR/REPLACEMENT SERVICES**

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

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

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

I. **KEYS** Additional keys needed by LESSEE beyond those provided by LESSOR shall be obtained from LESSOR on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease.

**MnDOT Contract #: 1001209A03**

- J. **SECURITY SERVICES** LESSEE 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** Identification of space within leased premises is the responsibility of the LESSEE.
- L. **BUILDING MANAGEMENT SERVICES** LESSEE will pay all invoices regarding:
1. CARPET. If LESSEE desires any carpet and LESSOR does not have funding available or does not agree carpet has reached the end of useful life, LESSOR will contract, install and invoice LESSEE.
  2. INTERIOR DECORATION. If LESSEE desires a different type of wall treatment, different quality of paint or decided it has reached the end of useful life, LESSOR will contract and invoice the LESSEE.
  3. WINDOW TREATMENTS. If LESSEE desires a different type of window treatment or decided it has reached the end of useful life, LESSOR will contract and invoice the LESSEE.
- M. **COMMUNICATION** LESSEE shall submit LESSEE initiated building postings to LESSOR'S Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.
- N. **MODIFICATIONS TO LEASED SPACE**
1. LESSEE shall contact LESSOR 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 LESSOR or their designee. Implementation of the work shall be performed either by:
    - a. Licensed contractor, as authorized by LESSOR, under contract with the LESSOR.
    - b. Licensed contractor, as authorized by LESSOR, under contract with LESSEE. Such contracts must be approved by LESSOR prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.
  2. At the time LESSEE vacates the Leased Premises, LESSEE shall, at LESSOR'S option be responsible for restoration of the Leased Premises which have been modified by the LESSEE since July 1, 2009. The Leased Premises shall be returned to its original condition by LESSOR at LESSEE'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 LESSOR. Personal items such as space heaters, bicycles, segways or animals (including pets but not including service animals), are not allowed inside LESSOR managed facilities.
- P. **PLANTS** LESSEE shall ensure that all plants are properly maintained. LESSEE will be responsible for any damages as a result of plants.



Management  
Analysis  
& Development

## MAD Project Number: 2016-018 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation – District 2 MAD Contact: Karen Gaides

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

Agency: T79	Fiscal Year: 2016	Vendor Number: ID G100000000, Location 001 ✓
Total Amount of Contract: \$116,750.00 ✓	Amount of Contract First FY: \$116,750.00	
Category Code: 80101500	Category Code:	Category Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790083	Appr:	Appr:
Dept ID: T7946703	Dept ID:	Dept ID:
Account Code:	Account Code:	Account Code:
Amount: \$116,750.00	Amount:	Amount:

Proj ID T9T545

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

Contract: 97130 7-24-15 SAB  
Number/Date/Entry Initials

Order: 3000255161 7-24-15 SAB  
Number/Date/Signatures

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

This is an agreement between the Minnesota Department of Transportation – District 2 (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement. If documentation is required, Management Analysis & Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format. If requested, the division would provide one paper copy of the draft document and up to four paper copies of the final document.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis & Development: Karen Gaides Requesting Agency: Donna Koren

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

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

Up to 850 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$2,000.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed \$116,750.00.

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

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

**4. Effective Dates:**

This agreement is effective July 24, 2015, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until July 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

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

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

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

**9. State Audit:**

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

**Approved:**

<b>1. Requesting Agency</b>	<b>2. Management Analysis &amp; Development</b>
By: <i>Nancy Daubenberger</i> Title: <i>Engineering Services Division Director</i> Date: <i>7/27/2015</i>	By: <i>Renda E Rappa</i> Title: <i>Business Manager</i> Date: <i>July 22, 2015</i>
<b>3. MnDOT Contracts Management</b>	<b>4. MnDOT Encumbrance Verification</b>
By: <i>Ryan Gaulke</i> Title: <i>Contracts Administrator</i> Date: <i>7/28/15</i>	By: <i>Sue Buhl</i> Title: <i>97130 / 3000255161</i> Date: <i>7.24.15</i>



Management  
Analysis  
& Development

# Proposal

## MnDOT District 2 – Manufacturers' Perspectives Interview Project

**July 16, 2015**

**Proposal prepared by:**

Karen Gaides  
Karen.Gaides@state.mn.us

Lisa Anderson  
Lisa.Anderson@state.mn.us

## **Division director**

Kristin Batson

## **Assistant division director**

Beth Bibus

## **Contact information**

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Fax: 651-797-1311

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

Address: 203 Administration Building  
50 Sherburne Avenue  
St. Paul, Minnesota 55155

## **Management Analysis & Development**

Management Analysis & Development is Minnesota government's in-house fee-for-service management consulting group. We are in our 30<sup>th</sup> year of helping public managers increase their organization's effectiveness and efficiency. We provide quality management consultation services to local, regional, state and federal government agencies and public institutions

## **Alternative Formats**

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

## Background

The Minnesota Department of Transportation (MnDOT) plans to conduct a study on manufacturers' and carriers' perspectives on Minnesota's transportation system. The study would take place in District 2 in northwest Minnesota. The District is comprised of 11 counties and portions of 3 additional counties. District 2 is headquartered in Bemidji and also includes the cities of Crookston, East Grand Forks and Thief River Falls. The study approach and methods would be based on similar manufacturers' perspectives projects performed in District 8 and District 4 and would include lessons and best practices learned from these studies.

The intent of the study is to better understand transportation priorities and challenges that impact economic vitality and to incorporate feedback about highway-specific needs into MnDOT's planning and project development. The project team and other partners would conduct face-to-face interviews with businesses to collect information on transportation needs and build relationships between MnDOT, economic development professionals and businesses in the District.

Partners in the project in addition to Management Analysis and Development (MAD) include local economic development staff (EDOs), the State and Local Policy Program (SLPP) at the Humphrey School of Public Affairs at the University of Minnesota and the University of Minnesota Extension Center for Community Vitality. County engineers will also be involved in the project and will participate in some project interviews as observers.

## Activities and Timeframe

MnDOT has asked Management Analysis & Development to perform a portion of the tasks associated with the overall project. MAD would create a project plan and assist with project coordination. Other tasks include interview scheduling, interview staff training, conducting interviews, interview documentation, data analysis, report writing and assistance with presentation of study findings.

SLPP will select businesses for potential participation in the study based on regional industry cluster analysis used to identify key industries and manufacturers. Based on early analysis of the number of manufacturers in D2, the proposal is based on conducting 50 interviews with the assumption that 150-200 businesses may initially be contacted for interest in participating in interviews for this study. **The estimates in the activities detailed below for interview scheduling, documentation, coding and analysis are based on 50 interviews, with MAD staff conducting about one quarter of the interviews.**

### Timeframe:

The anticipated timeline for the project activities would be July 1, 2015 – July 30, 2016. The timeline is based on the assumption that interviews would be conducted in the fall of 2015 before extensive inclement weather. The data analysis and report writing phase would be in the winter/early spring with roll-out of results taking place in the spring and possibly extend to early summer.

Activities	Hours	Cost
<p><b>1. Develop and manage a project plan and timeline for MAD portion of the project and ongoing project partner coordination</b>            Project plan and timeline would include major activities and dependencies to carry out project including key activities and milestones performed by the State and Local Policy Program (SLPP) and U of M Extension Service.            Participate in periodic check-in meetings with external project partners and D2 project team especially during the data collection phase of project.</p>	40	\$5,400
<p><b>2. Interviewer training and preparation</b>            -Develop interviewer training materials and assemble training packets            -Conduct up to two interviewer training sessions in different areas of District 2 including travel            -Explore video recording of training session in partnership with Extension</p>	60	\$8,100
<p><b>3. Interview preparation – businesses</b>            -Coordinate with SLPP lead on business list to obtain a clean list of businesses            -Perform additional list cleaning of manufacturers and carriers contact information through web searches and calls as needed            -Develop and launch business screener survey to identify engaged businesses and interview scheduling information (if needed)            -Use results from business survey to revise business contact information            -Develop invitation letters to businesses to participate in project            -Create mail merge, print and mail invitations to businesses</p>	70	\$9,450
<p><b>4. Interview scheduling</b>            Involves coordinating the scheduling of manufacturers and carriers, MAD consultants, MnDOT employees, SLPP staff, economic development professionals and U of M Extension educators. Estimate includes coordination time for including county engineers as observers in interviews and coordinating with tribal partners.</p>	85	\$11,475
<p><b>5. Conduct interviews</b>            Travel to business locations and conduct face-to-face interviews with interview partner(s).            Assumes that MAD staff would conduct about one quarter of the interviews throughout District 2 (about 12-13 interviews)</p>	60	\$8,100
<p><b>6. Documentation from interviews</b>            Data entry of interviews performed by MAD staff. Coordinate obtaining and tracking typed interview results from interviews performed by other interviewers. Provide feedback to and follow-up with interviewers as needed to improve quality of data. Prepare interview results for coding. Respond to client requests for data from interviews.</p>	75	\$10,125
<p><b>7. Analyze and code interview data</b>            Includes set-up of coding structure in Dedoose software and coding of interview transcripts and any recoding needed due to project changes.</p>	70	\$9,450

<b>Activities</b>	<b>Hours</b>	<b>Cost</b>
<b>8. Produce preliminary study findings summary</b> with an emphasis on county perspective for county engineers meeting in January.	20	\$2,700
<b>9. Create a first draft of report for MnDOT to review</b> Summarize research findings and provide recommendations, estimate assumes including a few vignette stories in report to illustrate business needs.	120	\$16,200
<b>10. Revise report based on MnDOT feedback from multiple reviewers</b> Provide a final, public-ready report.	40	\$5,400
<b>11. Create an action items spreadsheet</b> to track aggregated feedback from interviews for District 2 and city/county engineering staff.	20	\$2,700
<b>12. Presentation of report and study findings</b> Perform tasks to share study findings which may include preparing presentation(s) of study findings or facilitating meetings or participating in conferences. Assume travel to a meeting in the District and 2 conferences in Twin Cities area for results presentations.	60	\$8,100
<b>Sub-total of hours</b>	<b>720</b>	<b>\$97,200</b>
Client communications and project management (18%)	130	\$17,550
Travel with lodging, mileage and rental car costs		\$2,000
<b>Total Cost</b>	<b>850</b>	<b>\$116,750</b>

## Documentation

Management Analysis & Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format. If requested, the division would provide one paper copy of the draft document and up to four bound paper copies of the final document. Additional bound paper copies of the final document could be provided at a per-document cost.

## Client

The primary client would be Donna Koren, Market Research Director in the Customer Relations Office at MnDOT.

## Client Responsibilities

Many of MAD's deliverables involve inputs from partner organizations such as the industry cluster analysis from SLPP or vetted local/regional economic development staff to participate in interviews from Extension Service. MAD would look to the client to hold these partners accountable for meeting the agreed upon timeline and deliverables.

Other client responsibilities include:

- Initiating and overseeing the SLPP and Extension Service activities detailed in the MAD-designed project plan.

- Providing input and involvement on approach to key project deliverables including interview tool design, interview training sessions, interview documentation, data analysis, report structure and presentations. Ensuring that District 2 and other MnDOT staff attend interview training, conduct and document interviews and provide subject matter insight, as needed.

## **Data Practices**

Information provided by interview or survey participants and documented in project materials or reports would be confidential and subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13. All written reports would be public. In addition, written reports documenting summary results of public interviews or surveys would be public information.

## **Costs**

Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. If costs were to exceed the total of this estimate, without pre-agreed amendments, the client would not be billed for excess hours. If hours required were fewer than this estimate, the client would be billed only for actual hours worked. Should the scope of the project expand after the work is begun, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

**INTERGOVERNMENTAL FUND  
TRANSFER AGREEMENT  
AMONG THE  
STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND THE  
UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
AND THE  
LEECH LAKE BAND OF OJIBWE**

This Intergovernmental Fund Transfer Agreement (“Agreement”) is entered into by and among the State of Minnesota Department of Transportation (“MnDOT” or “State”), the United States of America, Department of the Interior, Bureau of Indian Affairs (“BIA”), and the Leech Lake Band of Ojibwe (“Tribe”), a federally recognized Indian Tribe.

**WHEREAS**, the Tribe, in cooperation with the State, are proposing improvements to Bena Trail – Phase 2; and

**WHEREAS**, the Bena Trail – Phase 2 (“Project”) provides for a pedestrian and bicycle facility adjacent to and within the north R/W line of US Highway 2. Currently, US Highway 2 has shoulders which are undesirable for pedestrian and bicycle traffic. The Project will add a multi-use trail, connecting West Winnie Road NE to Bena Old Housing Drive NE. Once constructed, the Project will provide approximately 2.2 miles of multi-use trail for users. This Project includes design elements that provide pedestrian facilities that meet federal accessibility guidelines. These improvements are integrated with and are empowered by the Tribe’s Long Range Transportation Plan. The Project will be constructed in accordance with the approved plans and specifications; and

**WHEREAS**, the Project will be carried out on a transportation facility that is listed on the National Tribal Transportation Facility Inventory (“NTTFI”); and

**WHEREAS**, in accordance with 23 U.S.C. §§ 104 (f)(3)(A) and 202 (a)(9), the State desires to transfer to the Tribe, via the United States Department of Transportation – Federal Highway Administration (“FHWA”) and the BIA, contract and obligation authority in the sum of \$674,800 (“Funds”) so the Tribe may carry out the Project in accordance with Addendum A; and

**WHEREAS**, details of the Project are fully described in Addendum A to this Agreement; and

**WHEREAS**, under the Fixing America’s Surface Transportation Act (“FAST Act”), P.L. 114-94 (December 4, 2015), the Congress of the United States appropriated Federal-aid funds to be apportioned or allocated to the State for use on State and local agency priorities throughout the State; and

**WHEREAS**, Section 1118 of the FAST Act, reauthorized the Tribal Transportation Program (TTP) under 23 U.S.C. § 202, which distributes on a tribal shares basis funds for eligible planning and construction activities on transportation facilities that are located within, or provide access to, tribal lands; and

**WHEREAS**, Bureau of Indian Affairs (BIA) and the United States Department of Transportation – Federal Highway Administration jointly administer the TTP, a part of the Office of Federal Lands Highway, pursuant to a Memorandum of Agreement between the BIA and FHWA; and

**WHEREAS**, the State and BIA wish to support the Tribe’s involvement in the improvement of road safety, planning and construction of infrastructure to facilitate and support economic development and other activities that are within, or provide access to, the Tribe’s lands consistent with the purposes of the TTP; and

**WHEREAS**, the Project will be administered in accordance with all applicable Federal requirements including, but not limited to, the National Environmental Policy Act (NEPA) and the regulations governing the TTP at 25 C.F.R. Part 170; and

**WHEREAS**, 23 U.S.C. § 202 (a)(9) – Cooperation, provides that the cooperation of States, counties, or other local subdivisions may be accepted in construction and improvement, and that any funds received from a State, county, or local subdivision shall be credited to appropriations available for the TTP; and

**WHEREAS**, the State and the Tribe have requested that FHWA and BIA accept the Funds from the State and transfer the Funds to the Tribe, that BIA accept all stewardship and oversight responsibility involving the use of the Funds by the Tribe, and the Parties agree that any Federal-aid match requirements have been met.

**NOW THEREFORE**, the Parties agree as follows –

**A. Project Identification and Source of Funding**

1. As described in Addendum A, the Tribe and State have identified the need and agreed upon a plan to carry out the Project.
2. The State has agreed that the Project will be carried out by the Tribe under the terms of Addendum A.
3. As described above, Congress has appropriated the Funds to carry out the Project and the Funds were made available to the State.
4. The Funds are not part of any appropriations made available by the Congress for obligation by FHWA or the BIA for the TTP.

**B. Authority for this Agreement**

1. The authority for this Agreement is 23 U.S.C. §§ 104 (f)(3)(A) and 202 (a)(9).
2. This Agreement shall not constitute a contract, compact, annual funding agreement, or other agreement under the Indian Self Determination and Education Assistance Act (ISDEAA), P.L. 93-638, as amended, and no provisions of the ISDEAA are specifically adopted, incorporated by reference, or otherwise included in this Agreement.

**C. State Responsibility**

1. Pursuant to 23 U.S.C. § 104 (f)(3)(A), the State shall request that the FHWA Division Office transfer the Funds to the FHWA – Federal Lands Highway Headquarters and onward to the BIA, in furtherance of implementation of 23 U.S.C. § 202 (a)(9)(B).
2. The State shall provide certain services or activities for the Project, if any, as described in Addendum A.
3. The State shall be relieved of all stewardship and oversight obligations involving the Funds upon transfer of the Funds to FHWA.

**D. BIA Responsibilities**

1. BIA, via FHWA, shall accept the Funds from the State and upon receipt of the Funds by FHWA, BIA shall become responsible for all stewardship and oversight obligations involving use of the Funds by the Tribe in accordance with Addendum A, the terms of which are incorporated by reference and fully made part of this Agreement.
2. Subject to the requirements described in Paragraph E.1, below, BIA shall transfer the Funds to the Tribe.
3. BIA shall continue carrying out program management and oversight of the Project in accordance with the TTP, its regulations at 25 C.F.R. Part 170 and any applicable Federal law, but this Agreement shall not bind BIA to providing funds from other sources for designing, constructing, managing or supervising the Project.

**E. Leech Lake Band of Ojibwe's Responsibilities**

1. The Tribe shall establish a separate bank account to receive the Funds from BIA and transmit the bank, name, address, routing, and account numbers to BIA within ten business days of full execution of this Agreement.
2. In accordance with Addendum A, the Tribe will undertake and perform only those eligible activities associated with the Project that are allowed under Title 23 of the United States Code and any applicable regulations at Parts 23 or 25 of the Code of Federal Regulations.
3. In the event that the Tribe does not carry out the Project or the total amount of Funds transferred pursuant to this Agreement are not expended, the Tribe agrees to return the remaining Funds to the State upon written demand of the State and mutual agreement between the Tribe and the State.
4. The Tribe shall invite State representatives to participate in the final inspection of the Project, as well as any other activities as provided under Addendum A.

**F. Transfer of Funds from BIA to the Leech Lake Band of Ojibwe**

BIA shall notify the Tribe when the Funds are received from the State. If the Tribe has not already done so, the Tribe shall provide BIA with its bank information described in Paragraph E.1, above. BIA shall then transfer the Funds to the Tribe within ten business days of receipt of the Funds from the State or the Tribe's banking information, whichever BIA receives last.

**G. General Provisions**

1. BIA shall not act as a surety or guarantor of any Tribal or State private, commercial, or governmental financing instrument obtained for the planning, design or construction of the Project.
2. BIA shall not be liable under any theory of law or equity to transfer to the Tribe under this Agreement any funds other than the Funds that are the subject of this Agreement.
3. Should any portion or provision of this Agreement be held invalid, the remaining portions or provisions shall continue in full force and effect.
4. This Agreement is binding upon the signatories hereto not as individuals but solely in their capacities as officials of their respective governments and each acknowledges that he or she is authorized to execute this Agreement on behalf of their respective government.
5. This Agreement contains all of the terms and conditions governing the transfer of Funds from the State to FHWA and BIA, and on to the Tribe. No other terms or conditions apply. Any amendment or modification of the Agreement must be made in writing and signed by the authorized representative of the Tribe, the State, and BIA.

6. Nothing in this Agreement shall be construed as a waiver of the Tribe's sovereign immunity regarding the activities undertaken by the Tribe as described generally herein or in Addendum A, including any contracts, grants or subcontracts entered into between the Tribe and third parties necessary for the Project. The Tribe does not, by entering into this Agreement, consent to the jurisdiction of a State court to hear any claims or disputes arising under this Agreement, whether arising as claims against the Tribe itself, its wholly owned entities, or any employee of the Tribe performing work hereunder. No Tribe employee shall be subject to the jurisdiction of the State's courts as a result of having performed work associated with the Project.
7. Nothing in this Agreement shall be construed as a waiver of the State's sovereign immunity or of any limitation of liability afforded to the State by its laws. The State does not, by entering into this Agreement, consent to the jurisdiction of a tribal court to hear any claims or disputes arising under this Agreement, whether arising as claims against the State itself or against any employee of the State performing work hereunder. No State employee shall be subject to the jurisdiction of the Tribe's court as a result of having performed design, inspection, or other work associated with the Project.

**H. Authorized Representatives.** Each authorized representative below will have the responsibility to administer and, unless otherwise noted, serve as the main point of contact for the Project described in this Agreement and Addendum A.

For BIA:

Todd P. Kennedy  
Regional Road Engineer  
5600 W. American Blvd., Suite 500  
Bloomington, MN 55437  
612-725-4551 (office)  
612-810-4553 (cell)  
todd.kennedy@bia.gov

For the Tribe:

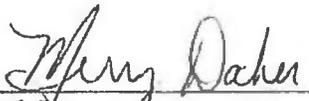
Carri Jones  
Chairwoman  
LEECH LAKE BAND OF OJIBWE  
115 6<sup>th</sup> street NW, Suite F  
Cass Lake, MN 56633  
218-335-8200  
llpr@paulbunyan.net

For the State:

Lynnette Roshell  
Project Development Engineer  
395 John Ireland Boulevard  
Mail Stop 500  
St. Paul, MN 55155  
651-366-3822  
Lynnette.roshell@state.mn.us

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

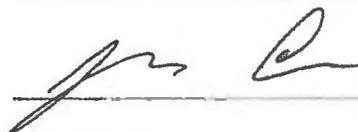
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

  
\_\_\_\_\_  
Mitch Hassmussen  
for Director State Aid for Local Transportation

Date 6-2-2016

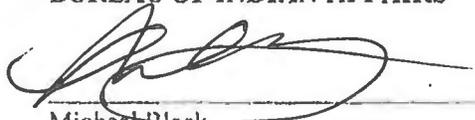
APPROVED AS TO FORM:

Commissioner of Administration

  
\_\_\_\_\_

Date June 3, 2016

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

  
\_\_\_\_\_  
Michael Black  
Director

Date 6/23/16

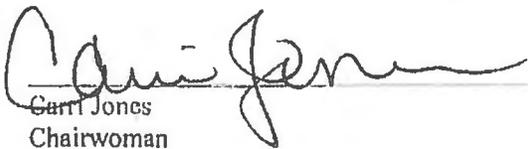
APPROVED AS TO FORM:

ANDREW CAULUM  
Digitally signed by ANDREW CAULUM  
Date: 2016.06.21 13:51:42 -04'00'

Date \_\_\_\_\_

Andrew S. Caulum  
Office of the Solicitor – Division of Indian Affairs

LEECH LAKE BAND OF OJIBWE

  
\_\_\_\_\_  
Carol Jones  
Chairwoman

APPROVED AS TO FORM:

LLBO Legal Office

  
\_\_\_\_\_

Date 5.11.16

Laura Vedder  
LLBO Legal Attorney

**ADDENDUM “A”  
to the  
INTERGOVERNMENTAL FUND  
TRANSFER AGREEMENT  
among the  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
and the  
UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
and the  
LEECH LAKE BAND OF OJIBWE**

**PROJECT:** Bena Trail – Phase 2

**SOURCE OF FUNDING:** Transportation Alternative Program

**FUND AMOUNT:** \$674,800  
**TRIBAL MATCHING FUNDS:** \$0  
**TOTAL:** \$674,800

**INTRODUCTION**

The Leech Lake Band of Ojibwe (“Tribe”) has elected to enter into an Intergovernmental Fund Transfer Agreement (“Agreement”) with the Minnesota Department of Transportation (“State”) and the United States Department of the Interior, Bureau of Indian Affairs (“BIA”) in order to transfer funding through the Agreement pursuant to 23 U.S.C. § 202 (a)(9) for a – pedestrian multi-use trail project. This statute permits the transfer of the State’s contract and obligation authority (“Funds”) for the project to the Tribe through the United States Department of Transportation – Federal Highway Administration (“FHWA” and the BIA. Upon receipt of the Funds from the State, BIA shall be responsible for all stewardship and oversight responsibility associated with the Funds.

**PROJECT**

The Bena Trail – Phase 2 (“Project”) provides for a pedestrian and bicycle facility adjacent to and within the north R/W line of US Highway 2. Currently, US Highway 2 has shoulders which are undesirable for pedestrian and bicycle traffic. The Project will add a multi-use trail, connecting West Winnie Road NE to Bena Old Housing Drive NE. Once constructed, the Project will provide approximately 2.2 miles of multi-use trail for users. This Project includes design elements that provide pedestrian facilities that meet federal accessibility guidelines. These improvements are integrated with and are empowered by the Tribe’s Long Range Transportation Plan. The Project will be constructed in accordance with the approved plans and specifications.

## SCOPE OF AGREEMENT

The parties agree to cooperate to ensure the implementation of the Project as follows

1. Tribe agrees to:
  - a. Receive the Funds in accordance with its current Tribal Transportation Program Agreement between the Tribe and BIA (BIA TTP Agreement), which authorizes the Tribe, as public authority under 23 U.S.C. § 101 (a)(20), to carry out all but the inherently Federal functions of the Tribal Transportation Program;
  - b. Carry out the Project in accordance with all applicable Federal laws and regulations;
  - c. Comply with all aspects of the Tribe's BIA TTP Agreement including project reporting, oversight, and closeout requirements; and
  - d. Notify BIA and the State of Project completion and timely respond to inquiries regarding the Project prior to completion.
  
2. The State agrees to:
  - a. Transfer the Funds to the FHWA's Minnesota Division Office for transfer to Federal Lands Highway -- Headquarters and the BIA, and for final transfer to the Tribe by the BIA through its BIA TTP Agreement;
  - b. Rely on BIA for stewardship and oversight responsibility for the Funds and the Project; and
  - c. Upon request, cooperate with the Tribe and BIA in the implementation of the Project and cooperate in Project reviews deemed necessary by BIA.
  
3. BIA agrees to:
  - a. Accept the transfer of the Funds from the State via FHWA and credit the Funds to the TTP for use by the Tribe under the authority cited in the current TTP Agreement between the Tribe and BIA;
  - b. Provide oversight and ensure that the Funds are utilized in accordance with all applicable laws and regulations.
  - c. Administer the funds and provide them to the Tribe, subject to normal procedures under the Tribe's BIA TTP Agreement;
  - d. Provide the State with copies of the Tribe's semi-annual Project reports required under the Tribe's BIA TTP Agreement;
  - e. Upon request, provide records to the State and cooperate in any type of Project reviews; and
  - f. Provide the final Project closeout report to the State for review and acceptance, as required under the Tribe's BIA TTP Agreement.

## **AUTHORIZED REPRESENTATIVES**

Each authorized representative below will have the responsibility to administer and, unless otherwise noted, serve as the main point of contact for the Project described in this Addendum A and the Agreement:

For BIA:

Todd P. Kennedy  
Regional Road Engineer  
5600 W. American Blvd., Suite 500  
612-725-4551 (office)  
612-810-4553 (cell)  
todd.kennedy@bia.gov

For the Tribe:

Carri Jones  
Chairwoman  
LEECH LAKE BAND OF OJIBWE  
115 6th Street NW, Suite E  
Cass Lake, MN 56633  
(218) 335-8200  
llpr@paulbunyan.net

For the State:

Lynnette Roshell  
Project Development Engineer  
395 John Ireland Boulevard  
Mail Stop 500  
St. Paul, MN 55155  
651-366-3822  
Lynnette.roshell@state.mn.us

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This Agreement is between the Minnesota Board of Water and Soil Resources (BWSR) and the Minnesota Department of Transportation (MnDOT), both agencies of the State of Minnesota.

**Agreement**

**1 Term of Agreement**

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

1.2 **Expiration date:** June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Recitals**

Under Minnesota Rules Chapter 8420, BWSR and MnDOT are responsible for providing wetland replacement for certain public road projects impacting wetlands. Additionally, wetland replacement is typically required for these same projects by Section 404 of the Federal Clean Water Act as administered by the U.S. Army Corps of Engineers. Wetland replacement is accomplished by establishing wetland banks that generate wetland credits.

BWSR has established the Local Road Wetland Replacement Program (LRWRP) in accordance with statutory obligations to meet the wetland replacement needs of local road authorities for certain qualifying projects.

MnDOT has established a number of wetland banks to satisfy wetland replacement needs for State transportation projects.

BWSR and MnDOT have developed and continue to develop wetland banks both independently and jointly to meet wetland replacement requirements for public road projects. Previous interagency agreements between MnDOT and BWSR have established a partnership referred to as the Cooperative Wetland Replacement Partnership (CWRP).

The LRWRP has an outstanding debt of credits owed to MnDOT as a result of previous cooperative efforts to establish and maintain the CWRP (as described in Appendix A attached hereto and incorporated herein by reference).

Efficiencies can be created by these State agencies sharing responsibilities and funds to jointly provide wetland replacement for public road projects.

### 3 Scope of Work

#### 3.1 *BWSR obligations:*

BWSR will provide credits for MnDOT's use, based on the value of MnDOT's contributions to the CWRP (see Appendix A). Transfer of credits from LRWRP to MnDOT accounts will reduce the outstanding debt. Upon elimination of the debt, MnDOT and BWSR may negotiate purchases and exchanges of additional credits to maintain a diversity of credit types in different areas of the State for the benefit of the CWRP.

The values of transferred and exchanged credits will be based on the full cost to establish the bank associated with a particular set of credits divided by the number of credits generated from that bank. Credit values will be determined for each bank involved in any proposed credit exchange as needed. Credit values for a particular bank once established, will be the same for future exchanges throughout the term of this Agreement.

BWSR may deny a request to transfer particular LRWRP credits to MnDOT accounts with cause if the credits are necessary to meet LRWRP needs. BWSR will make all reasonable efforts to accommodate any MnDOT credit request. BWSR must approve or deny a MnDOT credit use request in writing in a form agreeable to both agencies.

BWSR will not charge any wetland banking administrative fees to MnDOT. This waiver only applies to establishment, deposit, transfer, maintenance and withdrawal fees as they exist at the time of this agreement.

BWSR will consult with MnDOT in the targeting and selection of wetland bank sites and attempt to accommodate the anticipated wetland replacement needs of both MnDOT and the LRWRP.

If and when BWSR finalizes an In-Lieu Fee (ILF) program instrument with the U.S. Army Corps of Engineers for the LRWRP, the ILF will be structured to allow use by MnDOT.

As LRWRP funding allows, BWSR will make reasonable efforts to pay back the LRWRP debt to MnDOT through credit transfers and any other means agreeable to both agencies.

BWSR will provide office space and accommodate overhead costs associated with a MnDOT employee while working at BWSR to assist in administering the LRWRP. BWSR will allow and provide for the employee to participate in internal BWSR meetings and related meetings and training events as appropriate.

### **3.2 Mn/DOT obligations:**

MnDOT will provide \$250,000 to BWSR annually to help fund the development, monitoring and maintenance of LRWRP projects. The \$250,000 annual amount will be expended in accordance with the spending goals in Appendix B attached hereto and incorporated herein.

MnDOT will provide a qualified employee at 0.25 FTE to help administer the LRWRP at BWSR's cost.

Any request for use of LRWRP credits by MnDOT will be in writing in a form agreeable to both agencies.

## **4 Consideration and Payment**

Upon execution of this agreement and within 30 days of the receipt of an invoice, MnDOT will pay \$250,000 to BWSR. For each year thereafter until the end of the contract, MnDOT will pay BWSR \$250,000 within 30 days of the receipt of an invoice at the beginning of each fiscal year.

The total obligation of MnDOT to BWSR under this agreement will not exceed \$1,250,000.

## **5 Conditions of Payment**

BWSR shall provide an annual reconciliation of the previous year's expenditures with MnDOT funds and a summary of LRWRP credit status including credit amounts in each bank service area, anticipated credits from ongoing projects, and status of BWSR's debt to MnDOT. All obligations under this Agreement must be performed to each agency's satisfaction, as determined at the sole discretion of each agency's Authorized Representative.

## **6 Authorized Representative**

MnDOT's Authorized Representative is  
Lynn Clarkowski, MnDOT Chief Environmental Officer  
395 John Ireland Blvd, St. Paul, MN 55155  
651-366-3602, or his/her successor.

BWSR's Authorized Representative is  
David Weirens, BWSR Assistant Director  
520 Lafayette Road North, St. Paul, MN 55155  
651-297-3432, or his successor.

## **7 Amendments**

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

**8 Liability**

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

**9 Termination**

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

**10 Audit**

The books, records, documents and accounting procedures and practices of the parties relevant to this agreement will be subject to examination by MnDOT, BWSR and Legislative auditors for a minimum of 6 years after termination or expiration of this agreement.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 8-11-15

# 98076  
PO# 258586

**2. [name of state agency]**

By: [Signature]  
(With delegated authority)

Title: Assistant Director

Date: 8/3/15

**3. [name of state agency]** MnDOT

By: [Signature]  
(with delegated authority)

Title: Engineering Services Division Director

Date: 8/6/2015

Mn/DOT Contract Management

[Signature]  
8-13-2015

## Appendix A - Status of CWRP holdings EOY FY15

Date Prepared: June 25, 2015

Prepared By: Sarma Straumanis, MnDOT Wetland Program Coordinator

### History & Introduction

The Cooperative Wetland Replacement Partnership (CWRP) was established on the premise that both agencies would pool their wetland credits and then draw upon them from the pool as needed. A tenet of this premise was that each agency would have access to credits representing their respective credit contribution to the CWRP. This approach of drawing from a common pool ultimately proved to be unwieldy and difficult to track. It was finally determined to sequester MnDOT-owned credits by transferring them to sole-MnDOT accounts. This sequestration started in 2014 and will continue until the entire credit amount attributable to MnDOT's participation has been transferred to sole-MnDOT accounts.

To arrive at the current status, we compiled a summary of credits that MnDOT contributed to the CWRP. Credits originate from three sources: credits pooled at the outset, credits purchased by the four million dollars provided under the first CWRP agreement 2005-2010 and credits jointly developed. This investigation revealed two facts: first - MnDOT has contributed more than it has used to date, and second – if all of the credits attributable to MnDOT's participation were to be transferred to, there would be very little left for use by the Local Road Wetland Replacement Program (LRWRP).

Credit origin	Description	Status
Pooled at the outset	192.42 acre-credits from 7 MnDOT-developed sites (table 1)	BWSR owes MnDOT 163.75 credits
4 million purchase	Credits from 31 LWRP sites	Reconciled Credits transferred to MnDOT sole accounts (see attached 5/13/13 memo)
Jointly developed Partnership projects	Vesledahl and Hokah	BWSR owes MnDOT 259.98 credits (see attached 6/17/14 memo)
		Credits owed = 423.73
LWRP credits used by MnDOT	74.99 credits withdrawn from LWRP sites	Need to subtract 74.99 from 423.73
		Credits owed = 348.74

In order to reduce the outstanding debt with current and future wetland credits, it was decided to convert credits to dollars using estimates for land value and project development costs. This approach was applied to determine the dollar value of wetland credits owed to MnDOT (see tables 2, 3, 4 and 5).

EOY FY15 Summary: BWSR's outstanding debt to MnDOT is \$ **\$1,701,476**.

Table 1. MnDOT and BWSR use of acre-credits "pooled" to the Cooperative by MnDOT.

MnDOT District	Bank site Name CWRP BSuite acct #	Pooled	Used by MnDOT	Used by BWSR*
<i>Duluth</i>	<i>none</i>	<i>none</i>	<i>none</i>	<i>none</i>
Bemidji	Louisville/Parnell <b>1285</b>	13.96	0.85	13.11
Baxter	Litke/Anderson <b>1296</b>	26.0	0.0	26.0
	Rice Lake/Staples <b>1282</b>	20.0	0.0	20.0
	Zenner <b>1283</b>	33.0	5.0	28.0
<i>Detroit Lakes</i>	<i>none</i>	<i>none</i>	<i>None</i>	<i>none</i>
Rochester	Big Dog <b>1284</b>	39.46	0.0	39.46
<i>Mankato</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>none</i>
<i>Willmar</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>none</i>
Metro	Deer Run Aitkin Co <b>1304</b>	18.18	18.18	0.0
	Deer Run Aitkin Co <b>1306</b>	41.82	4.64	37.18
	<b>TOTALS</b>	<b>192.42</b>	<b>28.67</b>	<b>163.75</b>

\*This column reflects the amount of acre-credits BWSR owes MnDOT. While the original deposits were in terms of acres, the currency has since been switched to credits because incoming credits do not always reflect a one acre = one credit relationship.

Table 2. Estimated value for pooled credits for bank sites in Table 1.

Bank Site	Credit value estimate based in part on 2006 land values <sup>1</sup>	Avg. price per credit from 2005-08 private bank sales data in same major watershed	Credit value for 2015-2020 interagency agreement <sup>2</sup>
Louisville/Parnell	\$2,641	\$4,050	\$1,904
Litke/Anderson	\$5,568	\$12,837	\$6,033
Rice Lake	\$3,503	\$8,590	\$4,037
Zenner	\$7,750	\$15,119	\$7,106
Big Dog	\$8,519	\$16,474	\$7,743
Deer Run 1306	\$3,424	\$9,218	\$4,332

<sup>1</sup>Values derived from Ken Powell's 6/1/15 estimate on following pages.

<sup>2</sup>These values reflect approximately 47% of the average price per credit from 2005-8 private bank sales data. Land value-based credit estimates (column 1) are on average 47% lower than the price per credit from sales data (column 2) across the 6 bank sites.

Table 3. Value of pooled credits from Table 2.

Site	Credits owed	Value per credit*	Total Credit value
Louisville/Parnell	13.11	\$1,904	\$24,961
Litke/Anderson	26.0	\$6,033	\$56,858
Rice Lake	20.0	\$4,037	\$80,740
Zenner	28.0	\$7,106	\$198,968
Big Dog	29.46	\$7,743	\$228,109
DR Aitkin 1306	37.18	\$4,332	\$161,064
		<b>Total</b>	<b>\$850,700</b>

\*From last column of Table 2 above.

Table 4. Vesledahl and Hokah partnership project credits and their dollar value.

Site	MnDOT contribution	MnDOT allocated credits	Value per credit	Credits owed	Total value of credits owed
Vesledahl	\$2,000,000	743	\$2,692	200.0	\$538,400
Hokah	\$1,177,000	206.2	\$5,208	59.98	\$312,376
			<b>Total</b>	<b>Value</b>	<b>\$850,776</b>

Table 5. Summary of BWSR's outstanding debt to MnDOT in terms of credits and value.

Credit origin	Credits owed	Value of credits owed
Pooled at the outset	163.75	\$850,700
Jointly developed partnership projects	Vesledahl = 200 Hokah = 59.98	\$850,776
<b>Total</b>	<b>423.73</b>	<b>\$1,701,476</b>

### Credit Value Estimate for MnDOT Pooled Credits in CWRP

Prepared by Ken Powell, BWSR on 6/1/15

There are 3 LRWRP projects initiated in 2013 and in progress. These projects are being completed by BWSR and are our most contemporary source for estimating credit values for the CWRP. We have solid estimates on their credit value based on project budgets, easement payment amounts, potential credit estimates and staff time and cost estimates. For the 3 LRWRP projects, the credit value average is \$17,823/credit (range \$12,383 to \$24,700/credit – see following table). Easement payment rates that vary with land values accounted for 40%, 70%, and 73% of the overall project costs for the 3 projects.

Project	Cost per credit (A)	Percentage that is land cost (B)	Land cost per credit (A x B)	2013 land value <sup>1</sup> per acre	Land value as a percentage of land cost per credit
Schramel (Stearns Co)	\$12,383	70%	\$8,668	\$3,950	46%
Exsted (McLeod Co)	\$16,386	73%	\$11,962	\$5,996	50%
Woodland Crk (Anoka Co)	\$24,700	40%	\$9,880	\$6,660	67%
<b>Average</b>		<b>61%</b>			<b>54%</b>

<sup>1</sup>Class 2a ag land values from MN Department of Revenue data.

From the above table, the Dept. of Revenue land values associated with the projects are on average 54% of the land cost per credit and land cost constitutes on average 61% of the cost per credit. Using these relationships and applying them to 2006 land values (the approximate time of the projects that resulted in the pooled credit contributions from MnDOT) yields the estimated values per credit in the following table.

Project	2006 land value per acre <sup>1</sup>	Est. land value per credit (land value/54%)	Est. value per credit (est. land value per credit/61%)
Louisville/Parnell (Polk Co)	\$870	\$1,611	<b>\$2,641</b>
Litke/Anderson (Mille Lacs Co)	\$1,834	\$3,396	<b>\$5,568</b>
Rice Lake (Todd Co)	\$1,154	\$2,137	<b>\$3,503</b>
Zenner (Stearns County)	\$2,553	\$4,728	<b>\$7,750</b>
Big Dog (Steele Co)	\$2,806	\$5,196	<b>\$8,519</b>
DR Aitkin 1306 (Aitkin Co)	\$1,128	\$2,089	<b>\$3,424</b>

<sup>1</sup>MN Department of Revenue data.

June 17, 2014

To: Ken Powell

Natasha DeVoe

From: Sarma Straumanis



Re: Credit transfer from BWSR Minor Accounts to BWSR Major Accounts:  
Vesledahl and Hokah Banks

Based on the attached account ledgers, our agreed-upon proposal is to transfer the following credits from BWSR Minor accounts # 1096 (Vesledahl) and #1466 (Hokah) to BWSR Major accounts for MnDOT's sole use.

The Group totals to be transferred represent the MnDOT "Owned" percentages of the current balance in each account.

Transfer from Vesledahl Minor Acct # 1096:

	Group A	Group B	Group C	Group D	Group E	Group H	totals
Credits	2.4325	42.3660	98.3374	36.963	190.8834	16.264	387.2457

MnDOT's 50% of the credit yield is 742.675 acres. MnDOT has withdrawn 155.4293 acres and 587.2457 remain to be withdrawn (however, there currently less than 552 credits left in the account). After transfer of the credit identified above, BWSR will still owe MnDOT 200.00 future credits.

Transfer from Hokah Minor # 1466:

	Group A	Group B	Group C	Group D	Group E	totals
Credits	73.123	0	0	19.515	8.669	101.307

MnDOT's 79% of the credit yield is 177.5474 acres. MnDOT has withdrawn 16.2604 acres and 161.287 remain to be withdraw (however, there are currently less than 130 credits left in the account). After transfer of the credits identified above, BWSR will still owe MnDOT 59.98 future credits.



Date: May 13, 2013

To: Lynn Clarkowski, MnDOT Chief Environmental Officer

From: John Jaschke, BWSR Executive Director

RE: Proposal for resolution of Section 7.1 of MnDOT - BWSR Agreement for "Wetland Replacement Payments" (MnDOT Agreement Number 88786)

This memo summarizes BWSR's proposal to reconcile Section 7.1 of a 2005 MnDOT-BWSR agreement for wetland replacement payments. This agreement provides the mechanism for the establishment of a "Road Bank Cooperative" where both agencies collaborated to obtain wetland replacement credits for use with transportation projects.

A portion of the agreement involved MnDOT contributing money to BWSR for the development of wetland credits or for the purchase of wetland credits directly from private wetland banks. In return, MnDOT was to obtain an equal value of wetland credits for their use. Section 7.1 of the agreement stipulates that MnDOT will receive five million dollars' worth of existing and future wetland credits over a five-year period from 2005 to 2010, with one million dollars of that money going toward administrative costs (\$200,000/year administrative cost per attachment A of the Agreement). However, during this five-year period there were not enough deposited credits to both provide MnDOT with all of the credit value per the agreement and to satisfy BWSR's need for credits to replace impacts associated with local road projects. It has not been until recently that credit accruals have reached the point where MnDOT could use/obtain all of the credits needed to reach the credit value stipulated in Section 7.1. BWSR has expended and encumbered all MnDOT-provided funds for the development and purchase of credits deposited into the Road Bank Cooperative.

Sarma Straumanis has documented the details of MnDOT credit use and transfer, and has provided a credit transfer proposal to satisfy Section 7.1 of the Agreement. Attached tables 1 through 4 summarize the details.

1. Table 1 shows wetland credits that have been used for MnDOT projects since implementation of the Agreement. The per-acre value of these sites was determined by the direct purchase price (if from a private bank) or by BWSR's cost to develop the site. The total amount expended in this category is \$1,762,680.
2. Table 2 shows wetland credits that have already been transferred into MnDOT sole-use accounts (i.e. major accounts) within the Road Bank Cooperative. These credits are

<i>Bemidji</i>	<i>Brainerd</i>	<i>Duluth</i>	<i>Fergus Falls</i>	<i>Mankato</i>	<i>Marshall</i>	<i>New Ulm</i>	<i>Rochester</i>
403 Fourth Street NW Suite 200 Bemidji, MN 56601 (218) 755-2600	1601 Minnesota Drive Brainerd, MN 56401 (218) 828-2383	394 S. Lake Avenue Suite 403 Duluth, MN 55802 (218) 723-4752	1004 Frontier Drive Fergus Falls, MN 56537 (218) 736-5445	12 Civic Center Plaza Suite 3000B Mankato, MN 56001 (507) 344-2821	1400 East Lyon Street Marshall, MN 56258 (507) 537-6060	261 Highway 15 South New Ulm, MN 56073 (507) 359-6074	3555 9th Street NW Suite 350 Rochester, MN 55901 (507) 206-2889

Central Office / Metro Office

520 Lafayette Road North

Saint Paul, MN 55155

Phone: (651) 296-3767

Fax: (651) 297-5615

Lynn Clarkowski  
May 13, 2013  
Page 2 of 2

reserved for MnDOT use only, but have not yet been withdrawn. The per-acre price was determined as described above. The total amount expended in this category is \$759,556.

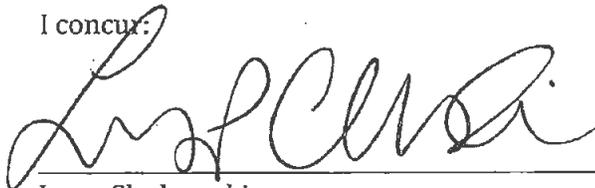
3. Table 3 shows a proposal for transferring currently available wetland credits from the Road Bank Coop to MnDOT sole-user accounts in order to resolve the four million dollar purchase agreement. The accounts selected contain at least five credits. The per-acre price was determined as described above. The proposed transfers are intended to draw from the currently available pool of credits in such manner that avoids depleting all of the credits in any given account. The total amount expended in this category is \$1,477,760.
4. The total amount represented by these three subsets (i.e. the amount purchased by the \$4 million) is approximately 436 credits (at an average value of \$9174 per credit).

If acceptable to MnDOT, this proposal would satisfy and bring to a close Section 7.1 of the 2005 MnDOT-BWSR agreement for wetland replacement payments. It is our understanding that exchange of these specific credits for equal value future Road Bank Coop credits is acceptable under the terms of the Agreement and would be done via mutual consent. Such credit exchanges would be based on credit value rather than credit quantity and would thus not affect the terms of the Agreement.

Enclosures: 2005 Agreement  
Table 1 - 4

cc: Sarma Straumanis, MnDOT  
Ken Powell, BWSR

I concur:



Lynn Clarkowski  
MnDOT Chief Environmental Officer

May 20, 2013

Date



## Appendix B – Projected Expenditures of Mn/DOT Agreement Funds for the Cooperative Wetland Replacement Program

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General Administration – this includes administratively entering and managing credit ledgers for CWRP banks, processing credit payments, estimating credit use and demand, purchasing field equipment, travel expenses and general overhead expenses for employees involved in the CWRP.

Easement Acquisition – this includes staff time to acquire the required conservation easements for CWRP projects including title work, surveying, document review and issuing easement payments.

Engineering Services – this includes engineering staff time to design projects, prepare construction bid documents and certify construction.

Project Management & Monitoring – this includes staff time to identify projects, conduct pre-project reviews and data collection, develop regulatory applications, monitor project sites, and facilitate credit releases.

The following table shows projected expenditures for each of the categories above by fiscal year.

Category	2016	2017	2018	2019	2020
General Administration	\$56,000	\$56,000	\$56,000	\$56,000	\$56,000
Easement Acquisition	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000
Engineering Services	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Project Management & Monitoring	\$106,000	\$106,000	\$106,000	\$106,000	\$106,000
Total	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

5 year total = \$1,250,000

**MINNESOTA  
DEPARTMENT OF  
NATURAL RESOURCES**

Lease Number LMIS010139
Field Unit Region 2 - Aitkin Forestry (Area 232)

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S. 89.17, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below, acting by and through its Commissioner of Transportation, under the authority of M.S. 174.02 and 471.59.

Lessee Minnesota Department of Transportation, District 3		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip) 7694 Industrial Park Road, Baxter, MN 56425		
Lease Fee \$550.00	Fee Payment Schedule \$550 is due at execution of this lease.	
Term Five (5) Years	Effective Date July 1, 2015	Termination Date June 30, 2020
Purpose of Lease Temporary Construction and Top Soil Storage		County Crow Wing

**IT IS AGREED AS FOLLOWS:**

1. **PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:

A strip of land 660 feet long and 50 feet wide within the Southwest Quarter of the Southeast Quarter of Section 11, Township 136 North, Range 29 West in Crow Wing County, containing 0.76 acres, more or less, and as shown on EXHIBIT A that is made a part of this lease.

and herein referred to as the "Premises".

2. **TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, use herein shall be described above and are incorporated herein.

3. **LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.

4. **USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.

5. **LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.

6. **ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

7. **MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.

8. **INVASIVE SPECIES:** The LESSEE is responsible for controlling invasive species on the Premises. (See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.

9. **TERMINATION:**

- a) This lease may be terminated at any time by mutual agreement of the parties hereto.

b) This lease, entered pursuant to Minn. Stat. section 89.17, may be canceled for just cause at any time by LESSOR upon six months written notice. "Just cause" is defined as the failure of the LESSEE to comply with the terms and conditions contained in this lease and the LESSEE fails to cure the default

c) This lease is granted on the express condition that if the LESSEE knowingly or willfully makes any false statement in any report, account, or tabulation submitted to the LESSOR pertaining to any matter under this lease, or if the LESSEE fails to perform any of the conditions required by this lease, the LESSOR may cancel this lease by mailing or delivering to the LESSEE 60 days' notice of the cancellation in writing, specifying such nonpayment or other default as the case may be. In the event LESSEE fails to cure a default as hereinafter set forth, this lease shall terminate at the expiration of the 60 days, and the LESSEE and all persons claiming under the LESSEE shall be wholly excluded from the PREMISES, except as provided in Paragraph 8.

d) If the default consists of a nonperformance of an act required under this lease the LESSEE may perform within the period of 60 days and the lease continues in effect. If the correction of any such default requires more time than 60 days after the notice has been received by the LESSEE, the LESSOR, upon written request of the LESSEE and for good cause shown, may, at his or her discretion, grant an extension of the period of 60 days.

e) Termination or cancellation does relieve the LESSEE from any liability for payment or other liability incurred under this lease.

f) LESSEE shall, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in a condition satisfactory to LESSOR. If LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE agrees to repay the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S personal property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law.

g) If LESSEE fails to clean up the Premises, the LESSOR may restore the Premises to a neat and orderly condition and LESSEE agrees to repay the expense incurred by the LESSOR. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.

10. HOLDOVER: LESSEE shall pay to the LESSOR a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that LESSEE holds the Premises after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

11. LEASE PAYMENTS: The LESSEE shall pay to the Minnesota State Treasurer through the LESSOR the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LESSOR may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.

12. UTILITIES: LESSEE shall pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.

13. ALTERATIONS: Subject to EXHIBIT B; The LESSEE shall make no changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of the LESSOR. Any changes, alterations or improvements in or to the Premises shall be at LESSEE sole expense.

14. NO WAIVER: No delay on the part of the LESSOR in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LESSOR.

15. TAXES: The LESSEE shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the LESSEE located on the Premises during the TERM of this lease.

16. LIABILITY: Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. The LESSOR'S and LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act (Minnesota Statutes, section 3.736) and other applicable law.

17. NOTICES: Any notice given under this lease shall be in writing and served upon the other party either personally or

by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LESSOR shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the LESSEE it shall be as stated in the LESSEE'S ADDRESS.

18. TRANSFERS: This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the LESSEE.

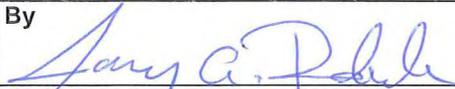
19. PUBLIC RECREATION USE: The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by M.S. 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LESSOR. If the LESSOR authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

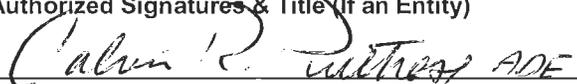
20. CONSTRUCTION OF LEASE: If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.

21. ADDITIONAL TERMS: See the attached Exhibit A (Map), Exhibit B (Additional Terms), and Exhibit C (Invasive Species), which is made a part of this lease.

**TESTIMONY WHEREOF, the parties have set their hands.**

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

By 	Date 5 AUGUST 2015
Joey A Rokala NE Region Operations Supervisor DIVISION OF LANDS AND MINERALS	

Lessee (Individual's Name or Name of Entity) Minnesota Department of Transportation, District 3	
Authorized Signatures & Title (If an Entity)  ADE	Date 7/16/15

Lessee (Individual's Name or Name of Entity) Office of Contract Management for Form and Execution	
Authorized Signatures & Title (If an Entity) 	Date 7-22-15



**Exhibit B**  
**Additional Terms**  
Miscellaneous Lease LMIS010139

Terms and Conditions which Apply:

1. Notwithstanding paragraph 13 of the lease, EXHIBITS B and E herein is LESSOR's consent for LESSEE to alter the Premises. The Premises shall be used for construction work room and topsoil storage. Any part of the Premises that is disturbed LESSEE shall conduct minimum grading and turf re-establishment as approved by LESSOR.
2. LESSEE shall notify LESSOR 10 to 14 days prior to work start dates.
3. LESSEE shall not build in and shall prevent sediments from reaching wetlands, waterways, and any other areas outside of the designated Leased Premises.
4. Lands disturbed by LESSEE throughout the term of the lease shall be restored and replanted by LESSEE to pre-leased conditions prior to termination of the lease.
5. As approved by LESSOR, LESSEE shall identify the boundaries of the work area by flagging, signage with posts or by painting boundary lines on the ground. LESSEE may identify by signage the areas where the general public will not be allowed during construction. LESSEE and LESSOR shall determine by mutual agreement the wording on and location of any signs.

Terms approved by Lands and Minerals February 4, 2009

**Exhibit C****Invasive Species**

Miscellaneous Lease LMIS010139

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated July 7, 2012

**Exhibit D**  
**Fee Schedule**

Miscellaneous Lease LMIS010139

No.	Start Date	End Date	Amount	Due Date
1	06/01/2015	05/31/2020	\$550.00	06/01/2015
<b>Total:</b>			<b>\$550.00</b>	

# EXHIBIT E

Altered Lease Premises

50' T.E. BY PERMIT PARCEL #1

B5

T.O. IN ROAD

30

30'

75

T.O. IN ROAD  
100'

B11203

110

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** N/A  
**State Project Number (SP):** N/A  
**Trunk Highway Number (TH):** N/A  
**Project Identification:** First NetMotion Virtual Private Network (VPN) Services

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota State Patrol ("DPS").

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A is attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 1501.
- 2.2 This agreement will allow MnDOT access and use of the DPS State Patrol's NetMotion VPN (Virtual Private Network) services to access the I-Mobile program. The service will be primarily used by MnDOT's First Response vehicles.

**3 Consideration and Payment**

- 3.1 MnDOT will pay DPS the annual amount of \$5,050.00 on a quarterly basis in the sum of **\$1,262.50**.
- 3.2 DPS must submit invoices electronically for payment, using the format set forth in Exhibit A.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will be **\$25,200.00**.

**4 Conditions of Payment**

- 4.1 All services provided by DPS 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 DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Project Manager and MnDOT's Authorized Representative, at [John.McClellan@state.mn.us](mailto:John.McClellan@state.mn.us) and [Terrina.White@state.mn.us](mailto:Terrina.White@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 Project Manager and MnDOT's Authorized Representative.

**5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative will be:
  - Name/Title:** Terrina White, Contract Administrator (or her successor)
  - Address:** Minnesota Department of Transportation  
1500 West County Road B-2  
Roseville, MN 55113
  - Telephone:** (651) 234-7683
  - E-Mail:** [Terrina.White@state.mn.us](mailto:Terrina.White@state.mn.us)

JG

5.2 MnDOT's Project Manager will be:

**Name/Title:** John McClellan, Project Manager (or his successor)  
**Address:** Minnesota Department of Transportation  
1500 West County Road B-2  
Roseville, MN 55113  
**Telephone:** (651) 234-7025  
**E-Mail:** [John.McClellan@state.mn.us](mailto:John.McClellan@state.mn.us)

5.3 DPS's Authorized Representative will be:

**Name/Title:** Kyle Christy, Office and Administrative Senior (or his successor)  
**Address:** Minnesota Department of Public Safety  
445 Minnesota Street, Suite 130  
St. Paul, MN 55101  
**Telephone:** (651) 201-7141  
**E-Mail:** [Kyle.Christy@state.mn.us](mailto:Kyle.Christy@state.mn.us)

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** DPS 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, DPS 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.** DPS agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](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. DPS'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, DPS 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.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: August 27th, 2015

SWIFT Contract (SC) ID No. 99184

Purchase Order (PO) ID No. 3000261485

**MINNESOTA STATE PATROL ("DPS")**

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

By: [Signature]

Title: Asst. Chief

Date: 9/18/15

**MnDOT**

By: [Signature]  
(with delegated authority)

Title: Project Delivery Engineer

Date: Sept 21, 2015

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 9-21-2015

**INVOICE NO.** \_\_\_\_\_  
 Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [John.McClellan@state.mn.us](mailto:John.McClellan@state.mn.us) and [Terrina.White@state.mn.us](mailto:Terrina.White@state.mn.us).

MnDOT Contract No. 1001472  
 Contract Expiration Date: June 30, 2020  
 SP Number: N/A; TH Number: N/A

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Fiscal Year 2016 Amount:	\$5,040.00			
2. Fiscal Year 2017 Amount:	\$5,040.00			
3. Fiscal Year 2018 Amount:	\$5,040.00			
4. Fiscal Year 2019 Amount:	\$5,040.00			
5. Fiscal Year 2020 Amount:	\$5,040.00			
<b>Net Earnings Totals:</b>	<b>\$25,200.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
<b>1501</b>			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Agency: **Minnesota State Patrol, (DPS)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

	Grant Agreement	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 150 St. Paul, MN 55101	<b>Grant Program:</b> 2015 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Regional Coordination <b>Project No.:</b> 16-06-09 <b>Grant Agreement No.:</b> A-COORD16-2016-MNDOT-00002				
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety and Technology 1500 West County Road B2 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 10/1/2015 <b>Expiration Date:</b> 9/30/2016				
<b>Grantee's Authorized Representative:</b> Sue Groth Office of Traffic, Safety and Technology 1500 West County Road B2 Roseville, MN 55113 (651) 234-7004 sue.groth@state.mn.us	<b>Grant Agreement Amount:</b> <table style="width: 100%; border: none;"> <tr> <td style="padding: 2px 5px;">Original Agreement</td> <td style="text-align: right; padding: 2px 5px;">\$154,000.00</td> </tr> <tr> <td style="padding: 2px 5px;">Matching Requirement</td> <td style="text-align: right; padding: 2px 5px;">\$ 0.00</td> </tr> </table>	Original Agreement	\$154,000.00	Matching Requirement	\$ 0.00
Original Agreement	\$154,000.00				
Matching Requirement	\$ 0.00				
<b>State's Authorized Representative:</b> Donna Berger 445 Minnesota Street, Suite 150 St. Paul, MN 55101-5150 (651) 201-7061 donna.berger@state.mn.us	Federal Funding: CFDA 20.600 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:  
 Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2016 NHTSA: TZD Regional Coordination Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, St. Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2016 NHTSA: TZD Regional Coordination Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

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

Signed: Gale Potde  
Date: 10/12/15

**3. STATE AGENCY (DPS)**  
By: Nana-Durga  
(with delegated authority)  
Title: Director  
Date: 10/1/15

Grant Agreement No. A-COORD16-2016-MNDOT-00002  
PO No. 3-36491

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Susan M. Hux  
Title: Director, OTST  
Date: Sept. 29 2015

Minnesota Department of Transportation  
*Contract Management*  
By: Ryan Hauke  
Title: Contract Administrator  
Date: 9/29/15

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Organization: Transportation, Department of (MNDOT)

A-COORD16-2016-MNDOT-00002

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Out-of-State Travel			
\$4,000 per year for out-of-state travel to national traffic safety conference.	\$4,000.00	\$0.00	
<b>Total</b>	\$4,000.00	\$0.00	
Salary and Fringe			
\$150,000 per year toward the salaries of 5 TZD regional coordinator positions	\$150,000.00	\$0.00	
<b>Total</b>	\$150,000.00	\$0.00	
<b>Total</b>	\$154,000.00	\$0.00	

# ORIGINAL



Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	<b>Grant Program:</b> Radiological Emergency Preparedness 2016-17  <b>Grant Agreement No.:</b> A-REP-2016-MNDOT-0018 <i>MNDOT Agreement # 1001768</i>				
<b>Grantee:</b> Minnesota Department of Transportation 395 John Ireland Blvd St. Paul, MN 55155-1899	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 7/1/2015 <b>Expiration Date:</b> 6/30/2017				
<b>Grantee's Authorized Representative:</b> Doug Stahl 395 John Ireland Blvd St. Paul, Mn 55155-1899 Phone: 651-366-3367 douglas.stahl@state.mn.us	<b>Grant Agreement Amount:</b> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">Original Agreement</td> <td style="text-align: right;">\$207,000.00</td> </tr> <tr> <td style="padding-left: 20px;">Matching Requirement</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Original Agreement	\$207,000.00	Matching Requirement	\$0.00
Original Agreement	\$207,000.00				
Matching Requirement	\$0.00				
<b>State's Authorized Representative:</b> Patrick McLaughlin Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7434 Patrick.McLaughlin@state.mn.us	<b>Federal Funding:</b> None <b>State Funding:</b> Minnesota Statutes Chapter 12, Section 12.22, Subd.2 and Sections 12.13 and 12.14 <b>Special Conditions:</b> None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Radiological Emergency Preparedness 2016-17 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the Radiological Emergency Preparedness 2016-17 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: Gina Potde  
Date: 10/27/15

**3. STATE AGENCY**

By: [Signature]  
(with delegated authority)  
Title: DIRECTOR, DPS NSEM  
Date: 10/15/2015

Grant Agreement No. A-REP-2016-MNDOT-0018 / PO# 3000036440

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: [Signature]  
Title: Asst Commissioner  
Date: 10-5-15

By: [Crossed out signature]  
Title: [Crossed out title]  
Date: [Crossed out date]

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Minnesota Department of Transportation  
*Contract Management*

By: [Signature]  
Title: Contracts Administrator  
Date: 10/7/15

2016-17 (REP) Radiological Emergency Preparedness

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-REP-2016-MNDOT-0018

Budget Summary

REP SFY 2016:				
Budget Category		Award		
Communications				
2016 Communications		\$17,000.00		
Total		\$17,000.00		
Travel, In-State				
2016 Travel, In-State		\$2,000.00		
Total		\$2,000.00		
Travel, Out-State				
2016 Travel, Out-State		\$2,000.00		
Total		\$2,000.00		
Employee Development				
2016 Employee Development		\$1,500.00		
Total		\$1,500.00		
Agency Indirect Costs				
2016 Agency Indirect Costs		\$8,000.00		
Total		\$8,000.00		
Full Time				
2016 Full Time		\$73,000.00		
Total		\$73,000.00		
Total		\$103,500.00		
REP SFY 2017:				
Budget Category		Award		
Communications				
2017 Communications		\$17,000.00		
Total		\$17,000.00		
Travel, In-State				
2017 Travel, In-State		\$2,000.00		
Total		\$2,000.00		
Travel, Out-State				
2017 Travel, Out-State		\$2,000.00		
Total		\$2,000.00		

2016-17 (REP) Radiological Emergency Preparedness

Organization: Transportation, Department of (MNDOT)

EXHIBIT A  
A-REP-2016-MNDOT-0018

Budget Summary

Employee Development	
2017 Employee Development	\$1,500.00
<b>Total</b>	<b>\$1,500.00</b>
Agency Indirect Costs	
2017 Agency Indirect Costs	\$8,000.00
<b>Total</b>	<b>\$8,000.00</b>
Full Time	
2017 Full Time	\$73,000.00
<b>Total</b>	<b>\$73,000.00</b>
<b>Total</b>	<b>\$103,500.00</b>
<b>Total</b>	<b>\$207,000.00</b>
Allocation	\$207,000.00
Balance	\$0.00



Management  
Analysis  
& Development

**MAD Project Number: 2016-052**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Kristin Batson

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$14,850.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <u>2700</u>	Fund:	Fund:
Appr: <u>T790083</u>	Appr:	Appr:
Org/Sub: <u>T7946682</u>	Org/Sub:	Org/Sub:
Rept Catg: <u>T06001/0050</u>	Rept Catg:	Rept Catg:
Amount: <u>14,850.00</u>	Amount:	Amount:

Processing Information: (Some entries may not apply.)

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

End Date: 4-30-16

Contract: 101595  
Number/Date/Entry Initials

Order: 30002166925  
Number/Date/Signatures

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

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

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement. If documentation is required, Management Analysis & Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format. If requested, the division would provide one paper copy of the draft document and up to four paper copies of the final document.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis & Development: Kristin Batson Requesting Agency: Lynn Clarkowski  
MnDOT, Environmental Services, MS: 620, Phone: 651-366-3602, Email: [lynn.clarkowski@state.mn.us](mailto:lynn.clarkowski@state.mn.us).

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

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

Up to 110 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$14,850.00.

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

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

**4. Effective Dates:**

This agreement is effective October 15, 2015, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until April 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

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

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

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

<p><b>1. Requesting Agency</b></p>	<p><b>2. Management Analysis &amp; Development</b></p>
<p>By:                   Title: Assistant Director <i>Wynsultat Service</i>                  Date: 10/8/15</p>	<p>By: <i>Renda E. Pappa</i>                  Title: Business Manager                  Date: Oct 5, 2015</p>
<p><b>3. MnDOT Contracts Management</b></p>	<p><b>4. MnDOT Encumbrance Verification</b></p>
<p>By: <i>Ryann Faulke</i>                  Title: Contracts Administrator                  Date: 10/8/15</p>	<p>By: <i>Sue Buhl</i>                  Title: 101595 / 3000266925                  Date: 10/8/15</p>

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Management  
Analysis  
& Development

# Proposal

**MnDOT-FHWA**

**Collaborative Work Group**

**October 5, 2015**

**Proposal prepared by:**

Kristin Batson

651-259-3816

Kristin.Batson@state.mn.us

■ Minnesota Management & Budget, 203 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155  
Telephone: 651-259-3800 Fax: 651-797-1311 Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

## **Division director**

Kristin Batson

## **Assistant division director**

Beth Bibus

## **Contact information**

Telephone: 651-259-3800

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

Fax: 651-797-1311

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

Address: 203 Administration Building  
50 Sherburne Avenue  
St. Paul, Minnesota 55155

## **Management Analysis & Development**

Management Analysis & Development is Minnesota government's in-house fee-for-service management consulting group. We are in our 30<sup>th</sup> year of helping public managers increase their organization's effectiveness and efficiency. We provide quality management consultation services to local, regional, state and federal government agencies and public institutions

## **Alternative Formats**

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

## Background

The Minnesota Department of Transportation (MnDOT) Office of Environmental Stewardship submits certain completed project plans to the Minnesota office of the Federal Highway Administration (FHWA) for approval. Over the course of at least a decade, problems with quality, consistency and strained professional relationships have created excessive process times, lost productivity and frequent re-work. Leaders at both MnDOT and FHWA would like staff to work together to address the root causes of these problems to improve productivity and morale.

Management Analysis & Development (MAD) proposes to help these organizations improve this situation by interviewing employees of both organizations to identify and document root causes. MAD will then facilitate a series of joint meetings of key staff from both organizations to develop a new way of working in partnership to accomplish shared goals.

## Activities and Timeframe

The overall timeline for this project would be October 15, 2015 to April 30, 2016.

Activities	Hours	Cost
Interview up to 20 key informants about their perceptions of the issue. Create interview summary.	40	\$5,400
Plan, facilitate and document up to five meetings to identify a new partnership model.	38	5,130
Create final project report	15	2,025
MAD project management and communication (18%)	17	2,295
<b>Total</b>	<b>110</b>	<b>\$14,850</b>

## Products

The primary products for this engagement would be a summary report of key informant interviews, documentation of each joint meeting and a final project report.

## Documentation

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

## Client

The primary clients for this engagement will be Lynn Clarkowski, Chief Environmental Officer, MnDOT and Kris Riesenberg, Technical Services Team Leader, FHWA.

## Client Responsibilities

Client responsibilities include identifying project participants, scheduling joint meetings and securing meeting space.

## **Data Practices**

Information provided by interview, focus group, or survey participants would be confidential and subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13. Client staff would not be present. Information reported to the client would not indicate sources by person or organization. All written reports would be public. In addition, written reports documenting summary results of public interviews, focus groups, or surveys would be public information and would be submitted by the client to the Legislative Reference Library at the close of the project.

## **Costs**

Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. If costs were to exceed the total of this estimate, without pre-agreed amendments, the client would not be billed for excess hours. If hours required were fewer than this estimate, the client would be billed only for actual hours worked. Should the scope of the project expand after the work is begun, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

Lease Number 144-019-0028
Field Unit Region 2 -245

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S., sec. 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below.

Lessee Minnesota Department of Transportation		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip Code) Office of Electronic Communications, 1500 W County Road B2, B2 MS730		
Lease Fee \$ 73,440.00, plus any Sub-lessee Fees (see Term 4 of the attached Exhibit B, Additional Terms and Conditions).	Fee Payment Schedule \$14,688.00 is due upon execution of the lease (\$7,344.00 per year for the July 1, 2010 and July 1, 2011 lease fees); and \$7,344.00, plus any sub-lessee Fees (see Term 4 of the attached Exhibit B) is due every July 1 <sup>st</sup> for the term of the lease.	
Term	Effective Date July 1, 2010	Termination Date June 30, 2020
Purpose of Lease Mn/DOT Communucation Tower (Kabetogema Tower)		County St. Louis County

**IT IS AGREED AS FOLLOWS:**

- PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:  
  
That part of SE1/4 NE1/4 of Section 27, Township 68 North, Range 21 West in Saint Louis County, containing 3.5 acres more or less and as approximately shown on the attached Exhibit A which is made part of this lease and herein referred to as the "Premises".
- TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, used herein shall be described above and are incorporated herein.
- LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.
- USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.
- LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.
- ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
- MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.

8. INVASIVE SPECIES: The LESSEE is responsible for controlling invasive species on the Premises.  
 (check if applicable) See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.
9. TERMINATION: This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. section 92.50 may be canceled for just cause at anytime by LESSOR upon six months written notice.  
  
LESSEE shall, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in as good condition and repair as on the EFFECTIVE DATE. If the LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE shall indemnify the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.
10. HOLDOVER: LESSEE shall pay to the LESSOR a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that LESSEE holds the Premises after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.
11. LEASE PAYMENTS: The LESSEE shall pay to the Minnesota State Treasurer through the LESSOR the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LESSOR may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.
12. UTILITIES: LESSEE shall pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.
13. ALTERATIONS: The LESSEE shall make no changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of the LESSOR. Any changes, alterations or improvements in or to the Premises shall be at LESSEE sole expense.
14. NO WAIVER: No delay on the part of the LESSOR in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LESSOR.
15. TAXES: The LESSEE shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the LESSEE located on the Premises during the TERM of this lease.
16. LIABILITY: This lease shall not be construed as imposing any liability on the LESSOR for injury or damage to the person or property of the LESSEE or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other incumbrance now in effect. The LESSEE shall indemnify and hold harmless the LESSOR from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.
17. NOTICES: Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LESSOR shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the LESSEE it shall be as stated in the LESSEE'S ADDRESS.
18. TRANSFERS: This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the LESSEE.
19. PUBLIC RECREATION USE: The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by M.S. 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LESSOR. If the LESSOR

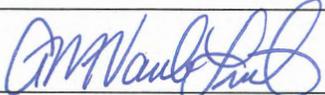
authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

20. CONSTRUCTION OF LEASE: If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.

21. ADDITIONAL TERMS:  
See the attached Exhibit B (Additional Terms and Conditions) which is made part of this lease.

**TESTIMONY WHEREOF, the parties have set their hands.**

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

By 	Date 6/14/2012
--	-------------------

**AARON M. VANDE LINDE  
TRANSACTIONS MANAGER  
DIVISION OF LANDS AND MINERALS**

Lessee (Individual's Name or Name of Entity) Minnesota Department of Transportation	
Authorized Signatures & Title (If an Entity) 	Date 2012 May 14
Authorized Signatures & Title (If an Entity)	Date

**EXHIBIT A**  
Mn/DOT Communication Tower Lease  
Lease #144-019-0028  
Kabetogema Tower  
S27 T68N R21W, St. Louis County, Minnesota



**EXHIBIT B**

Mn/DOT Communication Tower Lease  
Lease #144-019-0028  
Kabetogema Tower  
S27 T68N R21W, St. Louis County, Minnesota

**Additional Terms and Conditions**

1. Lease allows for maintenance of LESSEE'S existing radio tower facility at the Kabetogema site, consisting of the tower; 2 (two) Six foot Andrew PL6-59 Microwave dish, mounted at 80 feet; 1 (one) Six foot Andrew PL6-59 Microwave dish, mounted at 259 feet; 2 (two) Antel BCD 80010-3-25 ARMER Antenna, mounted at 280 feet; and an equipment shelter of approximately 12' X 30'.
2. The LESSEE shall not add additional equipment or antennas without prior written approval from the LESSOR.
3. The addition of further equipment or antennas may result in an adjustment to the lease fee.
4. Any subleasing of the Premises must be approved by the LESSOR. An additional charge, as determined by the LESSOR, for each sub-lessee will apply and be paid to the LESSOR.
5. LESSOR shall have the right to inspect all of the LESSEE's records related to the subleasing of this tower. LESSEE shall provide all sub-lessee agreements to the LESSOR.
6. This lease includes non-exclusive use of the existing road for access to the tower site as necessary to maintain the LESSEE's equipment. LESSEE shall be solely responsible for the cost and expense to repair of any damages resulting from the LESSEE's use of the road.
7. Upon expiration of this lease, the LESSEE shall have the option to renew this lease for an additional ten year period, under terms and conditions that are similar to this lease. The Lease Fee and Fee Payment Schedule for the renewal will be determined at the time of renewal.

**EXHIBIT C**  
**Mn/DOT Communication Tower Lease**  
**Lease #144-019-0028**  
**Kabetogema Tower**  
**S27 T68N R21W, St. Louis County, Minnesota**

**Invasive Species Checklist**

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> – (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirenix wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1 <sup>st</sup> and Nov 1 <sup>st</sup> . <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

# Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-4045



June 18, 2012

Minnesota Department of Transportation  
Attn: Shane Chatleain  
Office of Electronic Communications  
1500 W County Road B2, MS730  
Roseville, MN 55113

Re: Lease # 144-019-0028 (Mn/DOT Kabetogema Tower Site)  
That part of the SE1/4 NE1/4 of Section 27, Township 68 North, Range 21 West  
St. Louis County

Dear Mr. Chatleain:

Enclosed is a completed copy of the above lease. Please keep this lease as a record of your agreement with the State.

The rental has been paid through June 30, 2012.

If you have any questions, please contact me at the above address or call me at (651) 259-5954.

Sincerely,

A handwritten signature in blue ink that reads "Belem Escobedo".

Belem Escobedo, Real Estate Technician  
DNR - Division of Lands and Minerals

Enclosure

c: Dave Sch  
Joe Roka  
St. Louis  
St. Louis  
St. Louis

A yellow sticky note with handwritten text in black ink. The text reads: "Called 7-3+ talked to Anne Rau".

Called  
7-3+  
talked to  
Anne Rau

A yellow sticky note with handwritten text in black ink. The text reads: "Call ← to bill us for Debbie".

Call  
← to bill  
us  
for  
Debbie

POST-CC

1520

**MINNESOTA  
DEPARTMENT OF  
NATURAL RESOURCES**

Lease Number LMIS000288
Field Unit Region 1 - Itasca State Park (Area 181)

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S. 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below.

Lessee MN Dept of Transportation		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip) 3920 Hwy 2 W, Bemidji, MN 56619		
Lease Fee \$815.00	Fee Payment Schedule See Exhibit D - Fee Schedule, which is made part of this lease	
Term Ten (10) Years	Effective Date October 1, 2015	Termination Date September 30, 2025
Purpose of Lease Salt Storage Building	County Clearwater	

IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:

That part of the Northeast Quarter of the Southeast Quarter, Section 35, Township 144 North, Range 36 West of the Fifth Principal Meridian described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 35, thence south on an assumed bearing along the east line of said Section 35 a distance of 600.00 feet to the point of beginning of the tract to be described; thence West 233.00 feet; thence South 200.00 feet; thence East 233.00 feet; thence North 200.00 feet to the point of beginning. Subject to a road easement along the east 33.00 feet thereof. Located in Clearwater County, containing 1.07 acres more or less and as approximately shown on the attached map which is made a part of this lease.

and herein referred to as the "Premises".

2. **TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, use herein shall be described above and are incorporated herein.

3. **LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.

4. **USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.

5. **LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.

6. **ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

7. **MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.

8. **INVASIVE SPECIES:** The LESSEE is responsible for controlling invasive species on the Premises. (See the

attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.

9. TERMINATION: This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. section 92.50 may be canceled for just cause at anytime by LESSOR upon six months written notice.

LESSEE shall, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in as good condition and repair as on the EFFECTIVE DATE. If the LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE shall indemnify the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.

10. HOLDOVER: LESSEE shall pay to the LESSOR a sum equal to the lease period cost plus fifty (50) percent of that lease period cost if the LESSEE holds the Premises after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

11. LEASE PAYMENTS: The LESSEE shall pay to the Minnesota State Treasurer through the LESSOR the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LESSOR may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.

12. UTILITIES: LESSEE shall pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.

13. ALTERATIONS: The LESSEE shall make no changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of the LESSOR. Any changes, alterations or improvements in or to the Premises shall be at LESSEE sole expense.

14. NO WAIVER: No delay on the part of the LESSOR in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LESSOR.

15. TAXES: The LESSEE shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the LESSEE located on the Premises during the TERM of this lease.

16. LIABILITY: LESSEE agrees that each party shall be responsible for its own acts and omissions, the acts and omissions of its employees and results thereof to the extent authorized by law. The parties shall not be responsible for the acts of any others and the results thereof. Liability of the DNR AND MnDOT shall be governed by the provisions of the Minnesota Tort Claims Act Minnesota Statute Section 3.736.

17. NOTICES: Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LESSOR shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the LESSEE it shall be as stated in the LESSEE'S ADDRESS.

18. TRANSFERS: This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the LESSEE.

19. PUBLIC RECREATION USE: The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by M.S. 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LESSOR. If the LESSOR authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

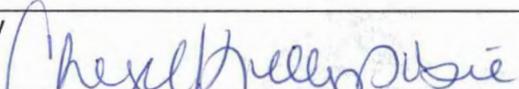
20. CONSTRUCTION OF LEASE: If any clause or provision of this lease is or becomes illegal, invalid or unenforceable

because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.

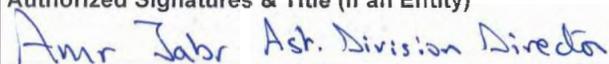
21. **ADDITIONAL TERMS:** See the attached Exhibit A (Map), Exhibit B (Additional Terms), Exhibit C (Invasive Species), and Exhibit D (Fee Schedule), which are made a part of this lease.

**TESTIMONY WHEREOF, the parties have set their hands.**

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

By 	Date 10-12-15
--	------------------

**CHERYL KELLEY-DOBIE  
REGIONAL OPERATIONS SUPERVISOR  
DIVISION OF LANDS AND MINERALS**

Lessee (Individual's Name or Name of Entity) MN Dept of Transportation	
Authorized Signatures & Title (If an Entity)  Amr Jabr Ast. Division Director	Date 9/28/15

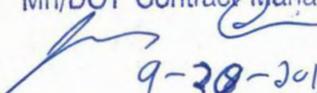
Mn/DOT Contract Management  
  
9-30-2015

Exhibit A  
Map  
Miscellaneous Lease LMIS000288



**Exhibit B**  
**Additional Terms**  
Miscellaneous Lease LMIS000288

Terms and Conditions which Apply:

1. Any damage to existing road surface caused by LESSEE use shall be repaired at LESSEE expense.
2. All storage or handling of materials shall occur on the 150' x 150' asphalt pad surface. Leaching or spillage of de-icing materials shall be contained within the asphalt area. Any spilled material shall be cleaned up promptly by MNDOT
3. All materials shall be stored under cover or within buildings at all times. All material storage and handling shall be done on the asphalt area.
4. The buildings shall be sided or painted in earth tone colors which are compatible with existing park facilities. Buildings used to store equipment shall be equipped with doors to prevent entrance by park visitors and afford protection from weather. Buildings shall be locked when there are no LESSEE personnel on the site.
5. LESSEE shall be responsible for all costs and expenses necessary to maintain the facility and grounds.
6. Snowplowing of entrance road will be shared by LESSEE and LESSOR.
7. Snowplowing of the lease site shall be the responsibility of the LESSEE.
8. Operation and Maintenance of lease area shall be done in a manner which minimizes damage to existing vegetation (trees).
9. Drainage shall be designed, constructed and maintained so as to minimize erosion and avoid adversely affecting the abutting property
10. The premises and their uses shall be subject to inspection at all reasonable times by the duly authorized representative of the LESSOR.
11. LESSEE shall keep the premises in a neat and orderly condition and shall dispose of solid waste, hazardous waste and other materials in a lawful manner. The LESSEE shall prevent unlawful pollution caused by activities on the premises.

**Exhibit C**  
**Invasive Species**  
 Miscellaneous Lease LMIS000288

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input checked="" type="checkbox"/>	The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input checked="" type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated July 7, 2012

**Exhibit D**  
**Fee Schedule**

Miscellaneous Lease LMIS000288

No.	Start Date	End Date	Amount	Due Date
1	10/01/2015	09/30/2025	\$815.00	10/01/2015
<b>Total:</b>			<b>\$815.00</b>	

# Minnesota Department of Natural Resources

MnDOT Contract #: 1001866

Division of Lands and Minerals  
2115 Birchmont Beach Rd NE  
Bemidji, MN 56601



October 13, 2015

Jim Cownie  
Minnesota Department of Transportation  
395 John Ireland Blvd., Mail Stop 130  
St. Paul, MN 55155

RE: Miscellaneous Lease # LMIS000288  
Land Description: NESE, S35, T144N, R36W  
Clearwater County

Dear Lessee,

Enclosed is a completed copy for the above lease. Please keep this lease as a record of your agreement with the State. This lease will expire on September 30, 2025.

If you have any questions, please contact me at the above address or call me at 218-308-2683.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam Arndt". The signature is fluid and cursive, with the first name "Pam" being more prominent than the last name "Arndt".

Pam Arndt,  
Realty Specialist  
Division of Lands and Minerals

Enclosure

Cc: Tim Williamson, Regional Acquisition & Development Specialist, DNR

DNR Transaction # LMIS000288 and Transaction ID 1062049

[www.dnr.state.mn.us](http://www.dnr.state.mn.us)

AN EQUAL OPPORTUNITY EMPLOYER



PRINTED ON RECYCLED PAPER CONTAINING A MINIMUM OF 10% POST-CONSUMER WASTE

MnDOT Contract No: 1002086  
Lease No.: 11245-A

**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 1<sup>st</sup> 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. [Signature]*  
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: *Jane Gudebush*  
Date: 6/15/16  
SWIFT Contract # 110737

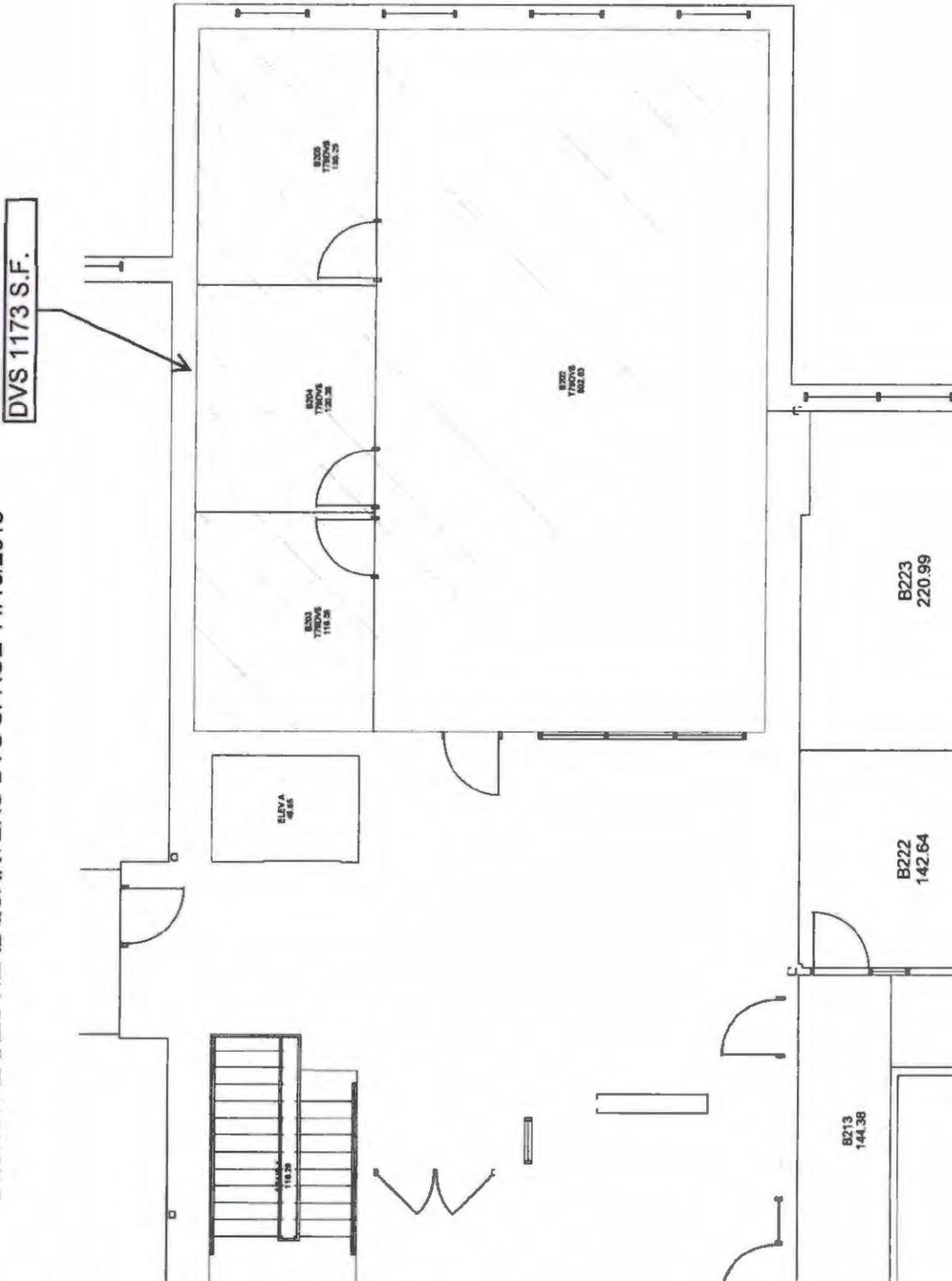
**COMMISSIONER OF ADMINISTRATION**

*MnDOT Contract Management*

By: *Ryan Gault*  
Date: 6/21/16

SWIFT Purchase Order # 3000040960

DETROIT LAKES HEADQUARTERS DVS SPACE 11/19/2015



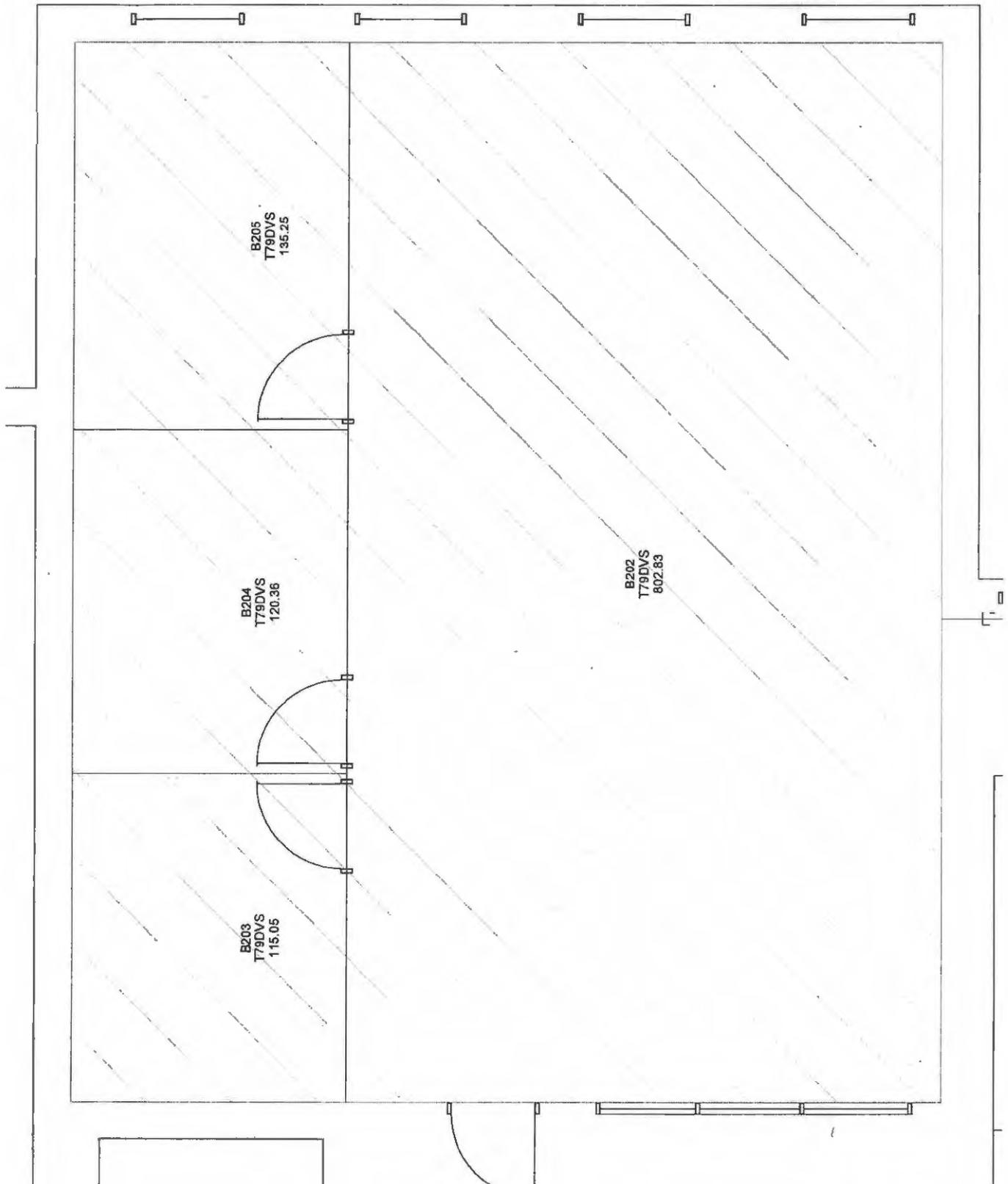


Exhibit B  
 Estimated Cost/Rent for  
 LEASED SPACE

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		

**PARTNERSHIP AGREEMENT BETWEEN  
THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY -DRIVER AND VEHICLE  
SERVICES  
FOR  
LEASED SPACE IN THE MnDOT VIRGINIA 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 Virginia Headquarters Facility; and,
3. This agreement supersedes and replaces Leases 11035-A and PS0319 in their entirety.
4. 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 seven hundred (700) usable square feet of office space in the MnDOT Virginia Headquarters Facility (as shown in Exhibit B) located at 101 North Hoover Road, Virginia, MN 55792-3412
  - 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 \$36,603.19 for the term of the Lease, as estimated below and detailed in Exhibit A:

3.2.

Period	Estimated Increase Per Year	Cost Per Year	Quarterly Rental
07/01/15 to 06/30/16		\$ 6,894.38	\$1,723.59
07/01/16 to 06/30/17	3%	\$ 7,101.21	\$1,775.30
07/01/17 to 06/30/18	3%	\$ 7,314.25	\$1,828.56
07/01/18 to 06/30/19	3%	\$ 7,533.67	\$1,883.42
07/01/19 to 06/30/20	3%	\$ 7,759.68	\$1,939.92
Total Estimated Cost of Partnership Lease		\$36,603.19	

3.3. 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 (700 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.

3.4. 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 1<sup>st</sup> 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

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

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

- 3.7. 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.
    - 5.2.1. The motorcycle testing area consists of a mutually agreed upon area approximately 30' x 120' (3,600 square feet) in the parking lot and will be available between the hours of 10:00 a.m. and 4:30 p.m. on Tuesday of each week from approximately April to November of each year.
  - 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: Duane Hill or successor.  
Title: District Engineer  
Office: MnDOT District 1  
Street Address: 1123 Mesaba Ave  
City State Zip: Duluth, MN 55811  
Telephone: 218-725-2704  
Email: Duane.Hill@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.

MnDOT Contract No: 1002090  
Reference Lease No.: 11035-A

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

MnDOT Contract No: 1002090  
Reference Lease No.: 11035-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: *Aaron M. Olson*  
Title: DVS Director  
Date: 5/4/16

**COMMISSIONER OF  
TRANSPORTATION**

By: *Michael J. Brown*  
Assistant Commissioner or  
Title: Assistant Division Director  
Date: 5/6/16

**STATE ENCUMBRANCE VERIFICATION**

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

By: *Eric J. Gudeknecht*  
Date: 5/4/16

**COMMISSIONER OF ADMINISTRATION**

By: *Ryan Daulton*  
Date: 5/16/16

SWIFT  
Contract # 108804

SWIFT  
Purchase  
Order # 3000040365

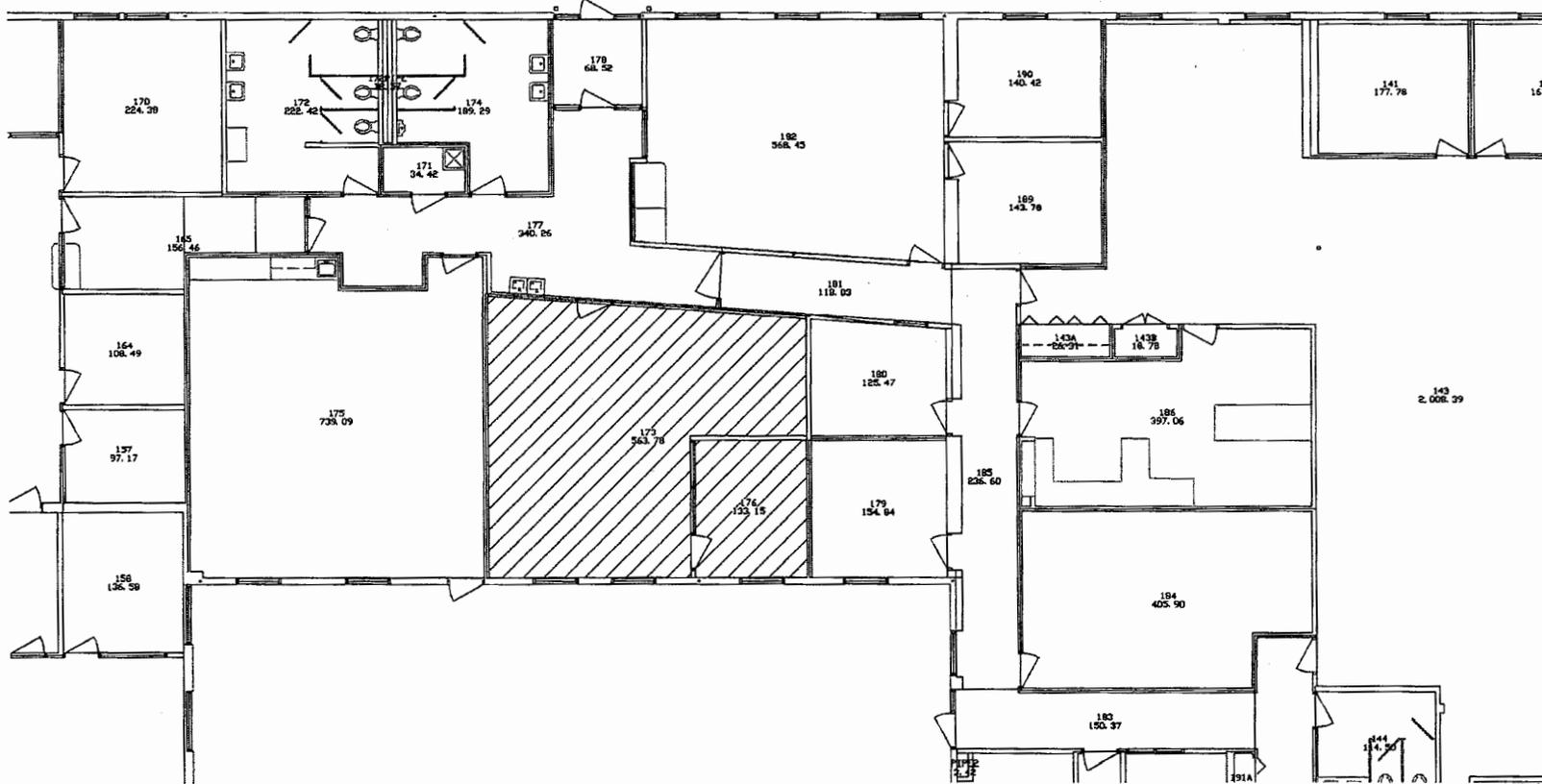
LEASED SPACE IN THE MnDOT VIRGINIA HEADQUARTERS BUILDING

Description	Amount
FY 15 Operating Expense	\$523,742.94
Capital Expenditures (CE)	\$0.00
Depreciation (D)	\$111,873.92
Subtotal (AOP+CE+D)	\$ 635,616.86
Admin +10%	\$ 63,561.69
Total Costs (Subtotal+Admin)	\$ 699,178.55
Square Footage	70,989
Cost per square foot	\$ 9.85
DPS-DVS square feet	700
DPS-DVS Yearly Rental FY 2016	\$ 6,894.38

Period	Estimated Increase Per Year	Cost Per Year	Quarterly Rental
07/01/15 to 06/30/16	\$	6,894.38	\$ 1,723.59
07/01/16 to 06/30/17	3%	\$ 7,101.21	\$ 1,775.30
07/01/17 to 06/30/18	3%	\$ 7,314.25	\$ 1,828.56
07/01/18 to 06/30/19	3%	\$ 7,533.67	\$ 1,883.42
07/01/19 to 06/30/20	3%	\$ 7,759.68	\$ 1,939.92
Total Estimated Cost of Partnership Lease	\$	36,603.19	

VIRGINIA HEADQUARTERS DVS SPACE DEFINED.  
DVS SPACE IS 700 SF OF A TOTAL BUILDING SF OF  
70,989 SF.



MNDOT Contract Number: 1002090  
Lease No: 11035-A  
Exhibit B

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** SPR CR16(001)

**Project Identification:** P1726 – Office of the State Archaeologist (OSA) Portal

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and MN.IT Services (“MN.IT”), Minnesota Geospatial Information Office (“MnGeo”).

This agreement is funded in whole or in part with federal dollars from CFDA #20.205.

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 December 14, 2016, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 9085.
- 2.2 **Project Statement:** This effort will provide the Minnesota Office of the State Archaeologist an OSA-branded web application that allows them to maintain a digital, secure, and up-to-date inventory of archaeological sites, surveys, and associated forms. This system streamlines internal administrative tasks for OSA and also those of tiered external users in an effort to better preserve cultural resources across Minnesota. This project is made possible through an interagency agreement between MnDOT and MnGeo on behalf of OSA and in consultation with them and the Minnesota State Historic Preservation Office.
- 2.3 MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

**3 Consideration and Payment**

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B.
- 3.2 MnGeo must submit invoices electronically for payment, using the format set forth in Exhibit C.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this Agreement will not exceed \$180,000.00.

**4 Conditions of Payment**

- 4.1 All services provided by MnGeo 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 MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

5.1 MnDOT's Authorized Representative will be:

Name/Title: Melissa Brand (or his/her successor)  
Address: Minnesota Department of Transportation  
395 John Ireland Boulevard  
Consultant Services, Mail Stop 680  
St. Paul, Minnesota 55155  
Telephone: 651-366-4644  
E-Mail: [melissa.brand@state.mn.us](mailto:melissa.brand@state.mn.us)

5.2 MnDOT's Project Manager will be:

Name/Title: Michael Bergervoet (or his/her successor)  
Address: Minnesota Department of Transportation  
395 John Ireland Boulevard  
Cultural Services Section, Mail Stop 620  
St. Paul, Minnesota 55155  
Telephone: 651-366-3616  
E-Mail: [michael.bergervoet@state.mn.us](mailto:michael.bergervoet@state.mn.us)

5.3 MN.IT's Authorized Representative will be:

Name/Title: Chris Buse, Assistant Commissioner  
Address: Office of MN.IT Services  
Minnesota Geospatial Information Office  
658 Cedar Street  
St. Paul, Minnesota 55155  
Telephone: 651-201-1200  
E-Mail: [chris.buse@state.mn.us](mailto:chris.buse@state.mn.us)

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** MnGeo 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, MnGeo 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.** MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Std_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. MnGeo'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, MnGeo 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.

The balance of this page has been intentionally left blank.

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: Sue Bull

Date: 12.30.15

SWIFT Contract (SC) ID No. 104551

Purchase Order (PO) ID No. 3000277362

**MN.IT\***

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

By: [Signature]

Title: [Signature]

Date: 12/30/15

**MnDOT**

**ORIGINAL SIGNED BY**

By: Nancy Daubenger  
(with delegated authority) **Division Director**

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

Date: 12/30/2015

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 12/30/15

**A. MnGeo Deliverables, Duties and Responsibilities**

This agreement consists of a series of tasks, described below, that are intended to lead to the successful development and implementation of a secure, Office of State Archaeologist (OSA) branded web application portal based on the tasks and requirements identified below. These results will be achieved through a phased, time-and-material approach establishing task priorities based on MnDOT's instructions. In some instances, it may be necessary for staff from MnDOT and MnGeo to revise this list of deliverables as work proceeds.

Primary funding for this project is provided by the Federal Highway Administration (FHWA) State Planning & Research funds. Thus, federal data privacy regulations will be met, specifically Section 304 of the National Historic Preservation Act (NHPA). Design and permission requirements, as outlined in this exhibit, will mimic existing archaeological portals in compliance with the aforementioned NHPA Section 304 requirements. Access will be provided to individual users within state, federal, and private agencies. Permissions and data restrictions will be based upon these generalized groupings: 1) licensed archaeologists and tribal historic preservation officers (top-level or pro-level users); 2) local government officials (intermediate-level or government-level users); and 3) realtors/general public (unregistered users).

In order to alleviate any potential time and money constraints during FY16/FY17 development, the primary focus of this agreement will be providing OSA and pro-level users a fully-functioning, online system. Secondary consideration will be given to government-level users, and lastly unregistered users, respectively.

**Task 1: Migrate current OSA data to an enterprise database environment**

Within the constraints of this task's budget and in consultation with MnDOT staff, MnGeo will provide the following services:

- a. Develop a new, comprehensive design for a database that will contain the OSA current data records
- b. Create a secure infrastructure environment within which that database will operate
- c. Migrate OSA's current database records to the new format and environment
- d. Reconcile new site-specific geospatial data provided in MnDOT's Cultural Resources Unit (CRU) site and source databases with OSA records as needed
- e. Clean up OSA data records enough to ensure that linked documents and geospatial data can be associated by means of a unique site identifier
- f. Provide OSA data quality control testing as part of the application and database logic testing procedure; manually verify at least 500 records

**Task 2: Map Service Configuration and Hosting**

Within the constraints of this task's budget and in consultation with MnDOT staff, MnGeo will provide the following services:

- a. Design, configure and host map services sufficient to support MnDOT's CRU workflows

**Task 3: Design, develop and stand up an OSA-branded web application portal**

Within the constraints of this task's budget and in consultation with MnDOT staff, MnGeo will provide the following services:

- a. Design and implement a web application that allows a select set of users to perform the following functions:
  - 1) View the OSA inventory of archeological sites
  - 2) Search the OSA inventory of archeological sites
  - 3) Submit a new site for inclusion into the OSA inventory of archeological sites
  - 4) Accept a submitted site into the OSA inventory of archeological sites
  - 5) Edit an existing record in the OSA inventory of archeological sites
  - 6) Submit a request for changes or updates to a site in the OSA inventory of archeological sites
  - 7) Accept a submitted request for changes or updates to a site in the OSA inventory of archeological sites
  - 8) Copy a site record from the OSA inventory of archeological sites
  - 9) Generate a site inventory report that adheres to OSA content and formatting specifications
  - 10) Provide administration tools allowing OSA to manage a variety of user roles and privileges
  - 11) View an archaeological survey report
  - 12) Add a survey report to the OSA inventory of archeological sites
  - 13) Submit a new proposed survey location request for OSA approval by digitizing a survey polygon and uploading an associated report
  - 14) Accept a submitted request to add a survey polygon and report to the OSA inventory of archeological surveys
  
- b. Define user roles and assign privileges to the functions described above to the following user groups:
  - 1) Designated staff of the Office of the State Archaeologist; Minnesota Department of Administration
  - 2) Designated staff of the State Historic Preservation Office; Minnesota Historical Society
  - 3) Designated staff of the Minnesota Department of Transportation Cultural Resources Unit
  - 4) Registered professional archaeologists
  - 5) Registered county and local government users
  - 6) Unregistered public users

**Task 4: Project administration**

Within the constraints of this task's budget, MnGeo will provide the following services:

- a. Conduct regularly scheduled meetings with MnDOT CRU staff will be conducted to manage progress and resolve issues during the project period. Less frequent, but routine communication with primary stakeholders will be scheduled to assure effectiveness
- b. Provide attentive and successful project management
- c. Provide user training, administrator training and documentation
- d. Perform administration work sufficient to assure project success

**B. MnDOT Responsibilities**

Under the terms of this agreement, MnDOT will:

1. Meet approximately weekly with MnGeo staff to review project status and other related topics
2. Communicate project progress to OSA, SHPO, and stakeholders
3. Provide MnGeo with timely review and comments on the web portal and guidelines documentation, as requested by MnGeo
4. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems or questions related to the project
5. Provide Project Manager and Business Analyst support. This will be a shared responsibility between MnDOT, MnGeo and MN.IT Services at DOT:
  - a. MnGeo staff will provide a work plan, daily work assignments and schedule. MnGeo will manage work and provide updates on status.
  - b. MN.IT Services at DOT Project Manager will provide overall project oversight including monthly status reporting and other communications between the project team and business stakeholders. Project Manager will also assist with additional amendments to the contract should they be needed.
  - c. MN.IT Services at DOT Business Analyst will facilitate and manage any additional requirements analysis, beyond those already captured in this exhibit, including those related to data migration.

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Task	Task Description	GIS			GIS Sr.	Total
		Technician	GIS Analyst	GIS Sr. Analyst	Consultant	
1	Migrate current OSA data to an enterprise database environment	85	60	190		335
2	Map Service Configuration and Hosting			45		45
3	Design, develop and stand up an OSA-branded web application portal			865		865
4	Project Administration		30	155	176	361
Total Hours		85	90	1255	176	1606
Labor Rates		\$ 47.00	\$ 89.00	\$ 110.00	\$ 119.00	
Subtotal		\$ 3,995.00	\$ 8,010.00	\$ 138,050.00	\$ 20,944.00	\$ 170,999.00
Contingency Costs*						\$ 9,001.00
<b>Total Project Costs</b>						<b>\$ 180,000.00</b>

Please note: unless otherwise stated, budgets identified by task in this agreement were established in good faith for planning purposes. Actual costs may vary as needed to complete the deliverables. The Total Obligation of this agreement will not be exceeded, however, without written approval in the form of a contract amendment signed by MnDOT and MnGeo.

\* Contingency Costs will be used to cover any unanticipated hours not identified in the estimate per tasks above.

**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_\_\_\_ %  
 Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1002175  
 Contract Expiration Date: December 14, 2016

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$180,000.00			
<b>Net Earnings Totals:</b>	<b>\$180,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
9085			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: **MN.IT Services – Minnesota Geospatial Information Office**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**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 Mn/DOT 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 [MetroWEAccountsPayable.DOT@state.mn.us](mailto:MetroWEAccountsPayable.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](mailto: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](mailto: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](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.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: December 23<sup>rd</sup>, 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**

<b>GENERAL ORDER</b>		
	<b>Effective:</b> February 20, 2015	<b>Number:</b> 15-30-013
	<b>Subject:</b> UNIFORM AND EQUIPMENT ISSUE/TURN-IN (TROOPERS)	
	<b>Reference:</b> General Orders 30-003, 30-008, and 30-010	
	<b>Special Instructions:</b> Rescinds General Order 12-30-013	<b>Distribution:</b> 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								
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
<b>ACCIDENT INVESTIGATION &amp; DAILY USE</b>				
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
<b>AUTOMOTIVE TRUNK EQUIPMENT</b>				
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		
<b>BRASS + BADGES / MISC UNIFORM ACCESSORIES/ ID</b>				
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		
<b>CAMERAS, RADIOS, FLASHLIGHTS &amp; ACCESSORIES</b>				
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
<b>FIRST AID</b>				
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		
<b>RIOT/TACTICAL/TESTING EQUIPMENT &amp; ACCESSORIES</b>				
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		
<b>WEAPON ACCESSORIES</b>				
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		
<b>UNIFORM ITEMS</b>				
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**

<b>Leather Items</b>				
- 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		
<b>Holster</b>				
- 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		
<b>Honor Guard</b>				
- Hat Carrier				
- Hat Strap				
- Garment				

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Warehouse Personnel

02/2015

Exhibit A

<b>MINNESOTA STATE PATROL</b>	
Addendum 2	Number: 15-30-013
<b>ELECTRONIC EQUIPMENT TURN-IN</b>	

**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 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		\$633,155.53	\$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	\$18,630.18	\$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	
		<b>Billed Total</b>	<b>\$301,168.92</b>	<b>\$193,903.90</b>	<b>\$204,553.90</b>	<b>\$12,256.00</b>	
		<b>FY TOTAL</b>	<b>\$508,291.89</b>	<b>\$965,466.40</b>	<b>\$999,782.32</b>	<b>\$148,770.21</b>	Payroll + Billed Items
		<b>Contract Total</b>				<b>\$2,622,310.82</b>	

\*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 [ ]
[ ] This assignment will not result in an appointment to the requesting agency, or home agency. [ ]
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 \_\_\_\_\_

**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>
<b>TOTAL</b>	<b><u>\$50,330,662.09</u></b>

**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>
<b>Total Reimbursement</b>	<b><u>\$15,359,167.35</u></b>

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](mailto: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: *Sandy J. [Signature]*

Date: 12/22/15

SWIFT Purchase Order Number: 300038402

**Mn/DOT**

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

Title: Assistant Commissioner – State Aid

Date: 12/21/15

**DEPARTMENT OF PUBLIC SAFETY;  
EMERGENCY COMMUNICATION NETWORKS**

By: *Jacqueline [Signature]*

Title: Director

Date: 12/22/15

**Mn/DOT CONTRACT MANAGEMENT**

By: *[Signature]*

Date: Dec 21, 2015

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the MN Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** 12/22/15, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$120.00 to \$140.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$35,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is **Cindy Gross** or his/her successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is **Marcy Cordes** or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: B. Haney  
Date: 12-22-15  
104457 | 3000 27001

**3. DEPT. OF TRANSPORTATION**

By: ORIGINAL SIGNED BY  
(with delegated authority)  
Dawn B. Thompson  
Assistant Director, Consultant Services  
Title: Project Delivery Section  
Date: 12/22/15

**2. MINNESOTA MANAGEMENT & BUDGET**

By: Marcy Cordes  
(With delegated authority)  
Title: assistant commissioner  
Date: 12/22/15

Contract Management  
[Signature]  
12-22-2015

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** N/A  
**State Project Number (SP):** N/A  
**Trunk Highway Number (TH):** N/A  
**Project Identification:** N/A

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Department of Employment and Economic Development ("DEED").

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 February 28, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A is incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 0028.
- 2.2 MnDOT will refer job applicants to the Minnesota WorkForce Centers throughout Minnesota.
- 2.3 DEED staff will administer WorkKeys Applied Math and Reading for Information tests to applicants and enter their scores and where they tested into the MnDOT database.

**3 Consideration and Payment**

- 3.1 MnDOT staff will review the MnDOT database and reimburse DEED the American College Testing Service Governmental Rate (as of 10/1/2015 this was \$7.00 per test). At the end of each month, MnDOT will review the secure database to determine the amount to be paid to DEED based on the number of tests administered.
- 3.2 DEED must submit invoices electronically for payment, using the format set forth in 4.3.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DEED under this Agreement will not exceed/will be \$10,000.

**4 Conditions of Payment**

- 4.1 All services provided by DEED 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 DEED invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DEED within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DEED within 30 days of receipt of such invoice.
- 4.3 DEED must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative will be: Christine Fisher/Title: Project Leader (or his/her successor)  
Address: 395 John Ireland Blvd, M.S. 200; St. Paul, MN 55155  
Telephone: 651-366-3410  
E-Mail: [Christine.fisher@state.mn.us](mailto:Christine.fisher@state.mn.us)

- 5.2 DEED's Authorized Representative will be:

Name/Title: David Niermann, Assistant Director, WorkForce Development Division  
Address: 1<sup>st</sup> National Bank Building, 322 Minnesota Street, Suite E200; St. Paul, MN 55101  
Telephone: 651-259-7583  
E-Mail: [david.niermann@state.mn.us](mailto:david.niermann@state.mn.us)

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** DEED 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, DEED 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.** DEED agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](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. DEED'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, DEED 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.

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 2-29-16

SWIFT Contract (SC) ID No. 106527

Purchase Order (PO) ID No. 3000286336

**OTHER AGENCY NAME OR ACRONYM\***

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

By: [Signature]

Title: Deputy Commissioner

Date: 2-19-16

**MnDOT**

[Signature]

By: \_\_\_\_\_  
(with delegated authority)

Title: Assistant Director Lynn H. H. H. H.

Date: 3/1/16

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 3-3-2016

**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_\_\_\_ %  
 Final Invoice?  Yes  No

**Invoice Instructions:**

1. Contractor must complete the invoice.
2. Contractor must sign the invoice.
3. Contractor must attach supporting documentation and scan the entire invoice package\*, **in the following order:**
  - a. Completed, signed Invoice Form
  - b. Supporting Documentation

*Note: Whenever possible, please convert landscape pages to portrait pages and optimize the document to decrease the size.*
4. Contractor must e-mail the invoice to ptinvoices.dot@state.mn.us

MnDOT Contract No: 1002343 Estimated Completion: \_\_\_\_\_ % of total contract  
 Expiration Date: 02/28/2019 Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. WorkKeys – MnDOT Testing	\$10,000.00			
Net Earnings Totals	\$10,000.00			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an Invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
0028			

Invoice.

Contractor: Dept of Employment and Economic Development

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

**\*Must Match Net Earnings Totals Above**  
 I certify that the statements contained on this Invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this



# MINNESOTA DELEGATION/RESCISSION OF AUTHORITY

This document is a public record and is available for public inspection.  
Please read the instructions on the back of this form before completing it.

**1. DEPARTMENT (AGENCY, BUREAU, ETC.)**  
Department of Employment and Economic Development

**2. NAME OF DESIGNEE (INCLUDING TITLE)**  
Jeremy Hanson Willis  
Deputy Commissioner of Workforce Development

**3. PERSON DELEGATING/RESCINDING (INCLUDING TITLE)**  
Katie Clark Sieben, Commissioner

**4. Choose one of the following actions:**

I hereby **DELEGATE** the powers and/or duties listed in No. 6 to the above named designee, effective:

I hereby **RESCIND** all prior delegations of authority on file for the above named person effective:

June 02 2014  
Month Day Year

Month Day Year

**5. AUTHORITY CITED:**  Pursuant to M.S. 15.06, Subd. 6  Pursuant to: M.S. 16C.03, Subd. 16  
(Please check all that apply)  Pursuant to: M.S. \_\_\_\_\_ (By the Commissioner of Administration)

**6. If you are delegating powers and/or duties, mark the appropriate line(s) below.**

EXECUTE CONTRACTS  
(Provide details below)

SIGN PURCHASING DOCUMENTS  
(Provide details below)

OTHER (Provide details below)

**DETAILS**

To sign contractual agreements with instrumentalities of federal, state or local governments; with private individuals, organizations or facilities and to sign grants and other documents relative to the Workforce Development, Unemployment Insurance, Vocational Rehabilitation, and the State Service for the Blind

**7. SIGNATURES**

K. Clark Sieben  
DELEGATING/RESCISSION AUTHORITY

[Signature]  
DESIGNEE

RESERVED FOR USE BY THE SECRETARY OF STATE

**8. Copies to:**

DEED Administrative and Financial Services  
 Designee



142531

INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF ADMINISTRATION,  
PLANT MANAGEMENT DIVISION  
FOR  
PROVIDE SALT FOR THE CAPITAL COMPLEX AREA

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration, Plant Management Division ("Admin/PMD") located at: 321 Grove Bldg. 2, 603 Pine St., St Paul, MN 55101.

**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 Salt for the Capital Complex Area ; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1 *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and Admin/PMD officials pursuant to Minnesota law.
  - 1.2 *Expiration date.* This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 10.
2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide approximately 118 tons of salt (sodium chloride) per year at \$84.64/ton to Admin/PMD for the Capital Complex Area for five years.

Salt			
	Tons	Price/ Ton	Total Cost
One Year	118	\$84.64	\$9,987.52
Five years			5
Subtotal			\$49,937.60
Contingency			\$62.40
Total Cost			\$50,000.00

- 2.1 *MnDOT responsibilities.* MnDOT will:
  - 2.1.1 Provide salt,
  - 2.1.2 Load salt,

- 2.1.3 Maintain records of salt picked up by Admin/PMD,
- 2.1.4 Notify MnDOT, Attn: Cash Accounting, RE: MnDOT Contract Number (1002527), Mail Stop 215, 395 John Ireland Blvd, St. Paul, MN 55155, of the amount to invoice Admin/PMD, and,
- 2.1.5 Invoice Admin/PMD for the agreed amount.
- 2.2 *Admin/PMD responsibilities.* Admin/PMD will:
- 2.2.1 Pick up the salt at the Maryland truck station,
- 2.2.2 Maintain records of salt removed,
- 2.2.3 Pay MnDOT the agreed amount.
3. **Terms of Payment**
- 3.1 The parties will meet before May 15 of each year meet with MnDOT to confirm amount used during the year.
- 3.2 MnDOT will create and enter an invoice in SWIFT.
- 3.3 Admin will make payment using the bilateral netting process in SWIFT.
- 3.4 The total obligation of Admin for all compensation and reimbursements MnDOT under this Agreement will not exceed \$50,000.00.
4. **Authorized Representatives**
- 4.1 *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.
- 4.2 *MnDOT's Authorized Representative* is
- |                 |  |               |
|-----------------|--|---------------|
| Name:           | Jay Emerson  | or successor. |
| Title:          | Clear Roadways Operations Superintendent                             |               |
| MnDOT -         | MnDOT Metro District, Maintenance Operations                         |               |
| Street Address: | 1500 County Road B2 W  |               |
| City State Zip: | Roseville, MN 55113  |               |
| Telephone:      | 651-234-7907   |               |
| Facsimile:      | 651-234-7986   |               |
| Email:          | <a href="mailto:Jay.Emerson@state.mn.us">Jay.Emerson@state.mn.us</a> |               |
- 4.3 *Admin's Authorized Representative* is:
- |                 |  |               |
|-----------------|--|---------------|
| Name:           | Joe Dinnebier  | or successor. |
| Title:          | Grounds Support Services Manager   |               |
| Dept. Name:     | Administration, Plant Management Division                                |               |
| Street Address: | 50 Sherburne Ave. Room G-10  |               |
| City State Zip: | St. Paul, MN 55155   |               |
| Office:         | 651-201-3057   |               |
| Mobile:         | 651-485-6359   |               |
| Facsimile:      | 651-297-5158   |               |
| Email:          | <a href="mailto:Joe.Dinnebier@state.mn.us">Joe.Dinnebier@state.mn.us</a> |               |
5. **Amendments**
- 5.1 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.
6. **Liability**
- 6.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law

7. **Termination:**

- 7.1 This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party

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

MnDOT Contract #

1002527

**Minnesota Department of Administration/Plant Management Division**

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

**COMMISSIONER OF TRANSPORTATION**

By: C. A. M.  
Title: Director  
Date: 6/27/17

By: Ann Zahr  
Title: Assistant Commissioner or Assistant Division Director  
Date: 6/28/17

**Admin/PMD**

**STATE ENCUMBRANCE VERIFICATION**

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

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
Date: 6/27/17  
SWIFT Contract #: 126544

By: ~~DA~~ Ryan Gault  
Date: 6/30/2017

SWIFT Purchase Order #

60209-3000006479

**STATE OF MINNESOTA  
INTERAGENCY PARTNERSHIP AGREEMENT**

Location: Fiber optic rings in Minneapolis, St Paul and surrounding metro area.  
Description of Services: Provide single mode fiber pair on MnDOT's Regional Transportation Management Center (RTMC) fiber network.

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Office of MN.IT Services ("MN.IT").

**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 the State of Minnesota.
2. The parties wish to cooperatively provide network communications utilizing fiber on MnDOT's Regional Transportation Management Center (RTMC) fiber infrastructure.
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

**1 Term of Agreement;**

- 1.1 **Effective Date:** This Agreement will be effective the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2030, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibit A is attached and incorporated in to this agreement by reference.

- 2 Scope of Work and Responsibilities of Each Party.** MnDOT will provide MN.IT with 1 pair of single mode fibers on the RTMC fiber infrastructure in a ring topology this configuration will provide fiber resiliency and assist during scheduled construction and in the event fiber damages have occurred. MnDOT will re-route around construction impacted fiber or facilitate temporary fiber installations to prevent loss of connectivity when possible. MN.IT will utilize the dark fiber in its own network design for Minnesota's Network for Enterprise Telecommunications (MNET) connected customers. In the event of fiber outage emergency MnDOT and MN.IT will work collaboratively to determine issues and coordinate the best way to resolve the emergency.

**2.1 MnDOT Responsibilities.** MnDOT will:

- 2.1.1 Provide all management and routing of fiber on the RTMC fiber infrastructure including routing around construction impacts, fiber locates, planned/unplanned fiber repairs, and service notification of scheduled maintenance. Fiber located on MnDOT ROW will be owned and operated by MnDOT.
- 2.1.2 Provide a quarterly spreadsheet such as Exhibit A, which is effective as of this agreements execution date, containing MNET Locations Utilizing MNDOT RTMC fiber infrastructure to MN.IT. A hardcopy is attached. The Exhibit, will be updated quarterly, and will include Customer Name, Customer, Site, Location address, Status, Active Date, Billing Date, Monthly Cost, Monthly Total and Yearly Total and will be submitted quarterly to MN.IT.

2.1.3 Be responsible for approving and forwarding the revised quarterly Exhibit to [ARAgreements.DOT@state.mn.us](mailto:ARAgreements.DOT@state.mn.us) for invoicing each quarter when it is received from MN.IT.

**2.2 MN.IT Responsibilities. MN.IT will:**

2.2.1 Construct, contract, and pay for all new fiber laterals including the costs associated to splicing into the RTMC fiber infrastructure, pull all needed permits and be responsible for all aspect of fiber management for fiber lateral segment that connect to the RTMC fiber infrastructure, including maintenance, locates, repairs, and reroutes. A point of delineation at the MnDOT Right of Way (ROW) will be installed on any lateral connection leaving MnDOT ROW. Fiber outside of the MnDOT ROW will be owned and operated by MN.IT.

2.2.2 Design MNET customer connections incorporating the fiber resiliency providing dual path connectivity for all customers on the RTMC fiber infrastructure, install, and manage all network equipment to operationalize the MnDOT RTMC provided fiber and take all MNET customer calls regarding all aspects of service.

2.2.3 Charges will be assessed and paid in the amount of \$473.32 (Four hundred seventy three dollars and thirty two cents) each month for each connection that is in current and new connection in existence for 30 days.

2.2.4 MN.IT will send the quarterly revised Exhibit, to MnDOT showing what changes have been made to the locations and only revise the Exhibit, to facilitate the invoicing process. Changes to the Exhibit A will only be made once each quarter and the updated Exhibit A will be added and incorporated into this agreement by reference.

**3 Consideration and Payment**

3.1 Upon execution of this agreement MnDOT will invoice MN.IT as follows:

3.1.1 Each active location and any new location in place for 30 days, according to the active date listed in the Exhibit, and will be charged at the rate of \$473.33 per month. Each quarter the adjustments will be made and reflected in the new Exhibit, and quarterly payments will be made for that quarter. Adjustments to the quarterly invoice will take place and be reflected in the new Exhibit. This Interagency Agreement will not be amended to reflect changes, removal, and/or additions to the locations.

3.1.2 The total obligation of MN.IT for all compensation and reimbursements to MnDOT under this Agreement will not exceed \$1,500,000.00 (One Million Five Hundred Thousand Dollars).

3.1.3 After Fiscal year 2022, an inflationary increase may be added to the per location costs. This COLA would not be greater than the official rate of inflation.

**4 Conditions of Payment.**

4.1. All services provided by MnDOT under this Agreement must be performed to MN.IT's satisfaction, as determined at the sole and reasonable discretion of MN.IT's Authorized Representative.

4.2 MN.IT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. If an invoice is incorrect, defective or otherwise improper, MN.IT will notify MnDOT within 10 days of discovering the error. After MN.IT receives the corrected invoice, MN.IT will pay MnDOT within 30 days of receipt of such invoice.

4.3 MnDOT will create and enter an invoice in SWIFT.

4.4 MN.IT will make payment to MnDOT using the bilateral netting process in SWIFT.

## 5 Authorized Representatives

### 5.1 MnDOT's Authorized Representative will be:

Name: Ralph Adair or his successor  
Title: RTMC Integration and Systems Engineer  
Location: MnDOT District Metro, RTMC  
Address: 1500 W County Road B2, Roseville, MN 55133  
Telephone: 651-234-70274  
Email: [Ralph.Adair@state.mn.us](mailto:Ralph.Adair@state.mn.us)

### 5.2 MN.IT's Authorized Representative will be:

Name: Jim E. Johnson or his successor.  
Title: Communications Director, MN.IT Services  
Address: 658 Cedar St, St Paul, MN 55155  
Telephone: 651-201-1016  
Email: [jim.e.johnson@state.mn.us](mailto:jim.e.johnson@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 omissions and the results thereof, to the extent permitted by law.

## 8. Audit:

-Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the MN.IT relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.

## 9. Jurisdiction and Venue:

- Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

## 10. Government Data Practices:

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

## 11. Assignment and Amendments

11.1 *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.

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

## 12. Waiver; Contract Complete

12.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.

12.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**13 Termination**

Either party may terminate this Agreement at any time, with or without cause, upon twenty four months' notice.

**MN.IT ENCUMBRANCE VERIFICATION**

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

Signed: Lynette Digitally signed  
by Lynette Podritz  
Date: Podritz Date: 2016.11.22  
14:51:52 -06'00'

SWIFT Contract (SC) ID No.: 118016

Purchase Order (PO) ID No.: 3000017269

**MnDOT**

By: Michael P. Barnes  
(with delegated authority)

Title: Assistant Commissioner

Date: 11/30/16

**Office of MN.IT Services\***

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

By: Tu Tong Digitally signed  
by Tu Tong -  
CFO  
Title: - CFO Date: 2016.11.23  
10:24:48 -06'00'

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

**MnDOT CONTRACT MANAGEMENT**

By: Kyrene Danko

Date: 12/8/2016

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Dept. of Transportation (DOT) [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

1.1 **Effective date:** *March 10, 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:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$145.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is **Jodi Mathiason** or his/her successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is **Carolyn Trevis** or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: R. Hany

Date: 3-11-16

106960 - 3000288180

**3. DEPT. OF TRANSPORTATION (DOT)**

By: [Signature]  
(with delegated authority)

Title: Assistant Director for Contract Management

Date: 3/15/16

**2. MINNESOTA MANAGEMENT & BUDGET**

By: [Signature]  
(With delegated authority)

Title: CFD

Date: 3-16-16

Minnesota Department of Transportation  
Contract Management

By: [Signature]

Date: 3/15/16

## Federal Award Information Cover Sheet

**NOTICE TO SUBRECIPIENT:** This is a subaward of Federal Transit Administration assistance from *the state of Minnesota, acting by and through its Commissioner of Transportation* (hereinafter referred to as “recipient/pass-through entity”) to Minnesota Pollution Control Agency (MPCA) (hereinafter referred to as “subrecipient”).

Subrecipient Name: <b>Minnesota Pollution Control Agency (MPCA)</b>	Subrecipient DUNS Number: 130732860
CFDA Name: <b>Highway Training and Education</b>	CFDA Number: <b>20.215</b>
Federal Award Identification Number: <b>8816037</b>	Federal Award Date and Amount: <b>06/08/2015 \$150,000</b>
Total Amount of Federal Award: <b>\$150,000</b>	

<i>Is the Award for Research or Development?</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Federal Award Project Description: <b>Statewide Rideshare Coordinator &amp; Promotion of Rideshare Activities</b>		
Period of Performance Start and End Date: <b>Upon Execution – 08/25/2016</b>		

Indirect Cost Rate: <b>N/A – 10% or MNDOT approved rate</b>	Total Approved Cost Sharing/Matching: <b>100% Federal</b>
Amount of Federal Funds Obligated by this Action: <b>\$12,000</b>	Total Amount of Federal Funds Obligated to Subrecipient: <b>\$12,000</b>

**Name of Federal Agency:**  
Federal Highway Administration (FHWA)  
**Contact:**  
William Lohr  
Field Operation Team Leader  
Federal Highway Administration (FHWA) Division Offices  
380 Jackson Street, Suite 500  
St. Paul, MN 55101  
651.291.6119  
[william.lohr@dot.gov](mailto:william.lohr@dot.gov)

**Name of Recipient/Pass-Through Entity:**  
State of Minnesota  
**Contact:**  
Jarvis Keys  
Program Coordinator  
MnDOT – Office of Transit  
395 John Ireland Blvd., MS 430  
St. Paul, MN 55155  
651.366.4175  
[Jarvis.keys@state.mn.us](mailto:Jarvis.keys@state.mn.us)

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

<b>Federal Project Number:</b>	<u>8816037</u>
<b>State Project Number (SP):</b>	<u>880C-RIDE-16</u>
<b>Trunk Highway Number (TH):</b>	<u>N/A</u>
<b>Project Identification:</b>	<u>N/A</u>

---

This Agreement is between the Minnesota Department of Transportation (MnDOT), 395 John Ireland Blvd, St Paul, MN 55155-1899 and the Minnesota Pollution Control Agency (MPCA), 520 Lafayette Road North, St. Paul, MN 55155-4194.

**Recitals**

1. Under Minn. Stat. § 116.03, Subd. 2, the MPCA is empowered to enter into this Agreement with MnDOT. MnDOT's authority to enter into this Agreement derives from Minn. Stat. § 174.02 Subd. 6.
2. The MPCA and MnDOT are funding an exhibit from FHWA Ride Share Grant, with a working title, *Tilting Toward Transit* (Fair Exhibit), which will be built for the 2016 Minnesota State Fair's Eco Experience in the Kick Gas area.
3. The State agencies both represent that they are duly qualified and agree to provide the services described in this Agreement.

**Agreement**

**1. Term of Agreement**

**1.1 Effective Date**

This Agreement will be effective the date all required signatures are obtained in accordance with Minnesota Statutes Section 16C.05, subdivision 2.

**1.2 Expiration Date**

This Agreement will expire on August 25, 2016, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

The MPCA and MnDOT are funding the Fair Exhibit that will be built for the 2016 Minnesota State Fair's Eco Experience in the Kick Gas area.

**3. Consideration and Payment**

MnDOT will pay MPCA an amount not to exceed \$12,000 (Twelve Thousand and Zero Cents) upon receiving the invoice(s) from MPCA. Payment will be deposited into allotment.

Fund: 2001  
 FinDept: R3210000  
 Approp: R32C146  
 Account: 512605

**4. Conditions of Payment**

- 4.1 Upon completion of the Fair Exhibit being built, MPCA will invoice MnDOT the amount due.
- 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 MPCA invoices for services performed. If an invoice is incorrect, defective or

- otherwise improper, MnDOT will notify MPCA within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MPCA within 30 days of receipt of such invoice.
- 4.3 MPCA must create and enter an invoice in SWIFT.
  - 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.
  - 4.5 The Fair Exhibit is the property of the State of Minnesota and will be available for use by both MnDOT and MPCA. MPCA agrees to store the Fair Exhibit at its warehouse at 1810 Como Ave at no charge to MnDOT.
  - 4.6 Should MnDOT have a need to use the Fair Exhibit for other events besides the 2016 Minnesota State Fair, it is agreed that an Interagency Agreement will be presented to the MPCA 30 days prior to the date of use, and will detail the dates, location and transportation arrangements.
  - 4.7 In the event MnDOT exclusively uses the Fair Exhibit, MnDOT will pay for the transportation cost.
  - 4.8 Any cost associated with damage or necessary repairs will be the responsibility of the Agency who was in possession of the Fair Exhibit at the time the damage occurred. MnDOT shall have no additional charge for the use of the Fair Exhibit.

## 5. Authorized Representatives

- 5.1 MnDOT's Authorized Representative or successor will be:  
Name: Jarvis Keys  
Address: 395 John Ireland Blvd, St Paul, MN 55155-1899  
Telephone: (651) 366-4175  
E-Mail: [jarvis.keys@state.mn.us](mailto:jarvis.keys@state.mn.us)
- 5.2 MPCA's Authorized Representative or successor will be:  
Name: Karen Van Norman  
Address: 520 Lafayette Road North, St. Paul, MN 55155-4194  
Telephone: (651) 757-2494  
E-Mail: [Karen.Van.Norman@state.mn.us](mailto:Karen.Van.Norman@state.mn.us)

## 6. Amendments, Waiver, and Agreement Complete

- 6.1 **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.
- 6.2 **Waiver.** If either State agency fails to enforce any provisions of this Agreement, that failure does not waive the provision or its right to enforce it.
- 6.3 **Agreement Complete.** This Agreement contains all negotiations and agreements between MPCA and MnDOT. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 7. Liability

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

## 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. Government Data Practice**

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

If either MPCA or MnDOT receives a request to release the data referred to in this Clause, Both will notify the other State Agency immediately. The Agencies will work together when it comes to deciding what instructions concerning the release of the data to the requesting party for each agency is before the data is released.

**10. Audit**

Under Minn. Stat. § 16C.05, subd. 5, both agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the contracting agency and either the State Auditor or Legislative Auditor, as appropriate, for a total of six years.

**11. Federal Procurement Requirements**

For all procurements of goods and services supported in whole or in part with FHWA funds, MPCA agrees to comply with the federal requirements of 23 CFR 172.5(a)(2) and 49 CFR 18.4 and 18.36(a).

**12. Disadvantage Business Enterprise**

The MnDOT Office of EEO/Contract Management has assigned a Race/Gender Neutral Disadvantage Business Enterprise (DBE) goal to this project. Offerors are directed to read the DBE Special Provision race/gender neutral goal in the Federal Requirements. The Disadvantage Business Enterprise Special Provisions explains how to comply with the DBE requirements.

**13. Governing Law, Jurisdiction, and Venue**

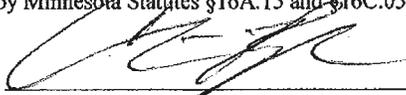
Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**14. Federal and State Requirements**

MPCA and MnDOT must comply with any applicable federal and state requirements, rules, or laws and agree to bind third party contractors and subcontractors to the same when using the funds associated with this Agreement.

**MnDOT ENCUMBRANCE VERIFICATION**

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

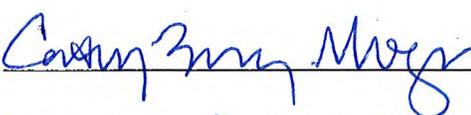
Signed: 

Date: 4-25-16

SWIFT Contract (SC) ID No.: 108710

Purchase Order (PO) ID No.: 3000294557

**Minnesota Pollution Control Agency**

By: 

Title: Director - Operations  
(with delegated authority)

Date: 4/29/16

**MnDOT OFFICE OF TRANSIT**

By: \_\_\_\_\_  
(with delegated authority)

Title: Office or Planning Director, Office of Transit

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

**MnDOT OFFICE OF CONTRACT MANAGEMENT**

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

Title: MnDOT Contract Administrator

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

MINNESOTA DELEGATIONS/RESCISSION OF AUTHORITY

This document is a public record and is available for public inspection.

<b>1. DEPARTMENT (AGENCY, BUREAU, ETC.)</b>  Minnesota Pollution Control Agency	<b>2. NAME OF DESIGNEE (INCLUDE TITLE)</b>  Cathy Moeger Assistant Division Director Operations Division
---	--

<b>3. PERSON DELEGATING/RESCINDING (INCLUDE TITLE)</b>  John Linc Stine Commissioner
---

4. Choose one of the following actions:

I hereby DELEGATE the powers and/or duties listed in No 6 to the above named designee, effective:

February 14, 2013  
Month Day Year

I hereby RESCIND all prior delegations of authority on file for the above named person effective:

September 28, 2011  
Month Day Year

5. AUTHORITY CITED:  Pursuant to: MS 15 06, Subd 6  
(Please check all that apply)  Pursuant to: MS 116 03, Subd 2

6. If you are delegating powers and/or duties, mark the appropriate line(s) below.

EXECUTE CONTRACTS  
(Provide details below)

SIGN PURCHASING DOCUMENTS  
(Provide details below)

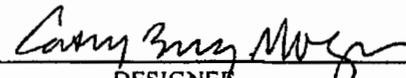
OTHER (Provide details below)

DETAILS See page two for details

Rescind: Number I200784

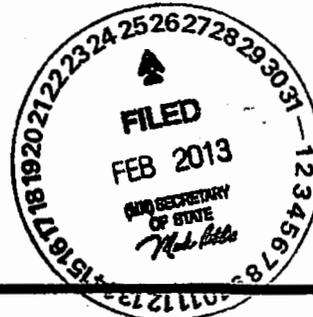
7. SIGNATURES:

  
DELEGATIONS/RESCINDING AUTHORITY

  
DESIGNEE

8. Copies to:

Reserved for use by the Secretary of State



132645

---

## MINNESOTA DELEGATIONS/RESCISSION OF AUTHORITY

**Cathy Moeger, Assistant Division Director, Operations Division**

All powers and duties of the Commissioner of the Minnesota Pollution Control Agency (MPCA):

### Contracts

Delegation to execute contracts, grant contracts, loans, research studies and programs, joint powers agreements, interagency agreements, execute petroleum, superfund and closed landfill construction contracts and all supporting documents relating to contracts for professional and technical services.

### Human Resources Backup

Delegation to act as the "appointing authority" for administrative functions of the Department of Employee Relations. This includes resolving matters delegated to appointing authority under collective bargaining agreements

### Data Practices

Delegation to collect, use, and dissemination of any set of government data on individuals, government data, or summary data.

### Real Estate Leases

Delegation to execute real estate leases and sign all documents and transactions relating to the Department of Administration and Department of Finance.

### Gifts, Loans, or Property

Delegation to apply for and accept gifts, loans, or other property from the United States, the state, or any person for any of the purposes of the office; and to execute any agreement required in connection therewith under Minn. Stat. § 115A.06, subd. 6.

### Permits

Delegation to issue, reissue, modify, transfer, deny, refuse to renew, revoke, suspend, or terminate all agency permits, certificates, and/or certifications, and the authority to approve requests that information be held confidential under Minn. Stat. § 116.075, and approve or disapprove requirements and submittals resulting from all agency permits, certificates and/or certifications, and the powers and duties of the Commissioner under the statutes and roles governing these permits, certificates and/or certifications.

### **Enforcement**

#### Delegation to

- Sign, issue, amend, terminate, and approve: Administrative Orders, Forgivable and Nonforgivable Administrative Penalty Orders and return to compliance letters, Stipulation Agreements under \$100,000, Schedules of Compliance, Notices of Violation, Corrective Action Agreements, Consent Decrees/Orders, Compliance Agreements, Settlement Agreements, Notices of Noncompliance and letters of warning,
- Orders of sanctions for individual sewage treatment system (ISTS) Licensees, professional registrations and operator certifications issued by the MPCA, and
- Approve or reject activities and submittals resulting from requirements or conditions in these documents.

Delegation to request information and issue request for information letters, perform inspections, collect information, examine records, and require recordkeeping, reports, monitoring, testing and similar activities and all powers and duties of the Commissioner of the MPCA to enter upon any property, public or private, for such activities.

### **Insurance Recovery Program**

#### Delegation to:

- Select qualified facilities for settlement offers under Minn. Stat. § 1158.442, subd. 1,
- Request insurance information from insured policyholders, potential insurance policy holders, insurance carriers and others under Minn. Stat. § 1158.442, subds. 3-5,
- Determine qualified facility costs under Minn. Stat. § 115B.443, subd. 1,
- Negotiate and issue settlement offers and approve extensions of time for negotiations with insurance carriers under Minn. Stat. § 115B.443 subds. 2, 3, 6, and 7, and
- Determine natural resource damages settlement amounts under Minn. Stat. § 115B.443. subd. 6.

### **Program Administration**

A. Delegation to take the below-listed actions under the, statutes and rules related to the following programs:

1. Lead Paint Removal [Minn. R. 7025]
2. Noise Pollution [Minn. R. 7030].
3. Sewage Sludge Management [Minn. R. 7041].

B. Delegation to take the below-listed actions under the statutes and rules related to the following programs.

1. Waste Tires: Take emergency action to abate a waste tire nuisance under Minn. Stat. § 115A.906, subd. 2a.

2. Petroleum Contaminated Soil Management:
  - a. Grant exemptions under Minn. R. 7037.0700,
  - b. Issue or deny letters of approval for land treatment sites under Minn. R. 7037.1100,
  - c. Require an applicant to performance on-site investigation of al and treatment site under Minn. R. 7037.1200, subp. 2,
  - d. Issue or deny letters of approval for land treatment of batches of petroleum-contaminated soil at land treatment sites and facilities under Minn. R. 7037.1300,
  - e. Grant an exemption to the maximum fertilizer rates contained in Minn R 7037.3600 under Minn. R. 7037.2200, and
  - f. Request analysis for additional compounds under Minn. R. 7037.2700, subp. 4.
3. Hazardous Waste: Authorize exemptions determined necessary for waste resulting from spills or emergency response actions under Minn. R. 7045.0120, subp. 1J.
4. Underground Storage Tanks: Approve alternative methods of assessing tanks for corrosion holes under Minn. R. 7150.0110, subp. 2B(4).
5. Approve or deny beneficial research solid waste utilization project proposals and solid waste utilization demonstration proposals under Minn. R. chs. 7001 and 7035.

C. Delegation to perform the following:

1. Take immediate removal action under Minn. Stat. ch. 115 or § 115B.17, subd 1(b), after determining that a release or threatened release from a facility of a pollutant, contaminant, or hazardous substance constitutes an emergency requiring immediate action provided the action is estimated to cost less than \$100,000.
  2. Request information, examine records, and enter upon property under Minn Stat. § 115.04.
  3. Take action to assist the Commissioner of Revenue regarding exemptions from the Metropolitan Solid Waste Landfill Fee requirements under Minn. Stat. § 473.843 and Minn R 8121.0500.
  4. Conduct investigations of permit applicants for waste facilities under Minn. Stat § 115.076, subd. 3
-

*Susan Berndt*

MnDOT Contract # 1003256

For Office Use Only:		Date:	<u>6/7/16</u>
		Amount:	<del>\$30,000.00</del> <u>\$19,500</u>
Program Structure	<u>T791013</u>	Appr. ID	<u>T791216</u>
Fund	<u>3001</u>	Rev Source	<u>512605</u>
Fin Dept ID	<u>T7934500</u>		

**RECEIVABLE MASTER PARTNERSHIP PROPOSAL**  
**Internal MnDOT. This is not contract.**

Other Party/Local Government: Cooperating Agencies: Public Safety, Pollution Control, Commerce, Agriculture, Employment and Economic Development

Location: MnDOT - Central Office

Description of Services: Interagency Rail Director Funding for the remainder of FY 2016 (May and June)

1. Approximate cost participation or dollar value of this partnership.

Cooperating Agencies will contribute:  
 PUBLIC SAFETY DEPT  
 POLLUTION CONTROL AGENCY  
 COMMERCE DEPARTMENT  
 DEPT OF AGRICULTURE  
 DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEV (DEED)  
 MnDOT  
 Total funding for remainder of FY 2016  
 Total Amount: **\$30,000.00**

*\$19,500*

	FY 2016 Contribution	Work Order No.
	\$9,000.00	1003256W001
	\$7,500.00	1003256W002
	\$1,000.00	1003256W003
	\$1,000.00	1003256W004
	\$1,000.00	1003256W005
	<input checked="" type="checkbox"/> \$10,500.00	1003256
	<b>\$30,000.00</b>	

*not yet rec'd*

- List approximate dates of duration of this partnership from 05/01/16 to 06/30/16  
 Will this partnership extend beyond five years? (Please X one.) Yes. No.  
 If the partnership will extend beyond five years, please include an explanation of why. Insert explanation.
- Describe the proposed responsibilities of each party.
  - MnDOT responsibilities:
    - Post and fill the "Interagency Rail Director" position.
    - Provide an office with related IT, office support, payroll and other services.
    - Fund the Interagency Rail Director position using a combination of its own funds and the funding provide under interagency agreements tied to this proposal and additional legislative appropriations.
    - Seek dedicated funding for the Interagency Rail Director position during the 2061 legislative session. If MnDOT secures the dedicated funding, that may eliminate or reduce the need for Cooperating Agency funding in future years.
  - Other Party/Local Government responsibilities:
    - Participate in the Interagency Rail Group which is managed by the Interagency Rail Director. This responsibility will survive the expiration of this proposal and continue as long as the Interagency Rail Group exists.
    - The Cooperating Agency will provide a portion of the funding as provided in item 1.
- Future Funding
  - If MnDOT does not secure dedicated funding for the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.

*cc: Sean Rahn  
 Connie Williams  
 Denise Pierre  
 Laurie Holmberg*

- 4.2. If MnDOT secures dedicated funding only sufficient to partially fund the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.
- 4.3. If MnDOT secures dedicated funding sufficient to fully fund the Interagency Rail Director position, the parties will not need to enter into additional funding agreement(s), but the obligation to participate in the Interagency Rail Group will continue and survive the Interagency Agreement.
5. How will each party benefit from this partnership?
  - 5.1. MnDOT benefits by having a primary expert, Federal Railroad Administration and rail industry liaison and chief strategist for managing cross-agency railroad issues in Minnesota and by having strategic leadership for the Interagency Rail Group.
  - 5.2. Other Party/Local Government benefits are the same as MnDOT.
5. Identify any other justification for this partnership. What will happen if this partnership does not take place? The opportunity for interagency cooperation regarding interagency rail issues may be lost.
6. Authorized Representatives – List the Authorized Representative and contact information for each party.
  - 6.1 MnDOT's Project Manager will be:

Name: Sean Rahn (or successor)  
Title: Assistant Commissioner for Policy  
Location: Commissioner's Office  
Address: 395 John Ireland Blvd MS: 120, St Paul, MN 55155  
Telephone: 651-366-4927  
Email: [Sean.Rahn@state.mn.us](mailto:Sean.Rahn@state.mn.us)
  - 6.2 MnDOT's Authorized Representative will be:

Name: Linda Davis-Johnson  
Title: Engineering Services Business Manager  
Location: Commissioner's Office  
Address: 395 John Ireland Blvd MS: 120, St Paul, MN 55155  
Telephone: 651-366-4842  
Email: [Linda.Davis-Johnson@state.mn.us](mailto:Linda.Davis-Johnson@state.mn.us)
  - 6.3 Public Safety's Authorized Representative is: (MnDOT Contract No: 1003256W001)

Name: Jon Huspek (or successor)  
Title: Admin and Grants Branch Director  
Location: Public Safety, Homeland Security  
Address: 445 Minnesota St. Suite 223, St Paul, MN 55101-6223  
Telephone: 651-201-7454  
Email: [jon.huspek@state.mn.us](mailto:jon.huspek@state.mn.us)
  - 6.4 Pollution Control's Authorized Representative is: (MnDOT Contract No: 1003256W002)

Name: Jane Braun (or successor)  
Title: Supervisor Emergency Management Unit  
Location: Minnesota Pollution Control Agency  
Address: 520 Lafayette Rd N, St Paul, MN 55155  
Telephone: 651-757-2890  
Facsimile: 651-296-7782  
Email: [Jane.Braun@state.mn.us](mailto:Jane.Braun@state.mn.us)

6.5 Commerce's Authorized Representative is: (MnDOT Contract No: 1003256W003)

Name: Anne O'Connor (or successor)  
Title: Deputy Commissioner  
Location: Commerce Department  
Address: 85 7<sup>th</sup> PL E, STE 500, St Paul, MN 55101-2198  
Telephone: 651-539-1442  
Email: [anne.oconnor@state.mn.us](mailto:anne.oconnor@state.mn.us)

6.6 Agriculture's Authorized Representative is: (MnDOT Contract No: 1003256W004)

Name: ~~Subreia Young~~ (or successor) Steve Ernest, Budget Director  
Title: ~~Executive-Administrative Assistant, Commissioner Fredrickson~~  
Location: Minnesota Dept of Agriculture, Orville Freeman Bldg  
Address: 625 Robert St N, St Paul, MN 55155  
Telephone: ~~651-201-6657~~ 651-201-6580  
Email: ~~[Subreia.young@state.mn.us](mailto:Subreia.young@state.mn.us)~~ [steve.ernest@state.mn.us](mailto:steve.ernest@state.mn.us)

6.7 Employment and Economic Development's Authorized Representative is:  
(MnDOT Contract No: 1003256W005)

Name: Julie Freeman (or successor)  
Title: Chief Financial Officer  
Location: DEED  
Address: 322 Minnesota St, St. Paul, MN 55101  
Telephone: 651-259-7085  
Facsimile: 651-296-0755  
Email: [julie.freeman@state.mn.us](mailto:julie.freeman@state.mn.us)

The balance of this page has intentionally been left blank.

**For review and approval routing send this form to:**

Susan Berndt  
MnDOT - Contract Management  
MS 130  
Phone: 651-366-3009  
Email: [susan.berndt@state.mn.us](mailto:susan.berndt@state.mn.us)

**Reviewed by:**

Signature: NA  
(If for a shared building or  
maintenance facility)  
Name/Title: Robert Miller,  
Facilities Maintenance Director  
Date: NA

**Reviewed by:**

Signature: NA  
Title: District Engineer or  
Office Director  
Date: NA

**Reviewed by:**

Signature: Mary Ann Fraszczak  
Mary Ann Fraszczak,  
Transp. Finance Manager,  
Title: Financial Management  
Date: 6/7/16

**Approved by:**

Signature: [Signature]  
Name/Title: Assistant Commissioner or  
Assistant Division Director  
Date: 6/7/2016

**Approved By:**

Signature: [Signature]  
Name/Title: James Cownie,  
Assistant Chief Counsel, Construction  
& Contract Management  
Date: 6-7-2016

**Approved by:**

Signature: [Signature]  
Name/Title: Tracy Hatch,  
Deputy Commissioner &  
Chief Financial Officer  
Date: 6.7.16

Appropriation Overview

Business Unit	Ledger Group	Fund Code	Fin DeptID	Appropriation	Budget Period
MN001	KK_APPROP	2001	T7910000	T791276	2018
Fund	Other Misc Special Revenue	Fin DeptID	Transportation Dept Operating	Appropriation	Interagency Rail Dir Funding
Appropriation Type	04	Special - Dedicated		ChartField Attributes	
Budget Authority Option	E	Encumber Budget/Spend Collected		Associated Budgets	
Legal Citation	MS 174.02 6C	Agreements, receipts, appropriation			
Budget Program	T7910	Multimodal Systems			
Budget Activity	T791013	Freight		Budget Status	Open

Ledger Amounts		Budgeted	Remaining	
Budget				
Appropriation				
Original	0.00			
Current	0.00			
Receipts				
Original Estimate	19,500.00			
Current Estimate	19,500.00			
Collected	0.00			
Dedicated Cap	0.00			
Budget/Encumbrance Authority		19,500.00	19,500.00	<a href="#">Drill to Activity Log</a>
Spending Authority		0.00	0.00	
Transfer Authority		0.00	0.00	

Allotment Break-Down		Allotment Drilldown	
Payroll		Non-Payroll	
Payroll Allotment	19,400.00	Operating Allotment	100.00
		Pre Encumbered	0.00
		Encumbered	0.00
Expended	0.00	Expended	0.00

Balances					
Allotment-Free	0.00	Uncommitted	100.00	Unexpended	0.00

Budget Exceptions		
Exception Errors	0	Exception Warnings
		Budget Exceptions

Return to Search Notify

\$19,500  
 \$10,500  


---

 \$30,000

partnership  
 Mn DOT  
 part (not  
 included  
 in partnership  
 receivable)



**MAD Project Number: 2016-115  
 INTERAGENCY AGREEMENT  
 for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: MnDOT - Office of Customer Relations

MAD Contact: Lisa Anderson

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

Agency:	Fiscal Year:	Vendor Number: ID G10000000, Location 001
Total Amount of Contract: \$116,625.00 ✓	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1: FY16	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790083	Appr:	Appr:
Org/Sub: T7946703	Org/Sub:	Org/Sub:
Rept Catg: 80141500	Rept Catg:	Rept Catg:
Amount: 13,500.00	Amount:	Amount:

T9X166 0253  
 Processing Information: (Some entries may not apply.) Begin Date: \_\_\_\_\_ End Date: 3-31-17 ✓

Contract: 109037  
 Number/Date/Entry Initials  
R. Haney 5-5-16

Order: 3000295993  
 Number/Date/Signatures  
*[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the MnDOT - Office of Customer Relations (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

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

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: Lisa Anderson Requesting Agency: Donna Koren

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

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

Up to 855 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$1,200.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed \$116,625.00.

If the Management Analysis & Development hourly rate increases effective July 1, 2016, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2016 forward.

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

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

**4. Effective Dates:**

This agreement is effective May 9, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until March 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

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

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

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

1. Requesting Agency (MnDOT)	2. Management Analysis & Development
By: <i>Christine Ky</i> Title: Assistant Director - Director - FSD Date: 5-9-16	By: <i>[Signature]</i> Title: Director Date: 5/4/16

1. b MnDOT Contract Management Unit  
 By: *Ryan South*  
 Title: *Contracts Management Supp.*  
 Date: *5/11/16*

*Encumbered*  
*R. Hancy*  
*#109037*  
*#3000295993*  
*5-5-16*



Management  
Analysis  
& Development

# Proposal

## MnDOT District 1 – Manufacturers' Perspectives Interview Project

**May 2016**

**Proposal prepared by:**

Lisa Anderson  
651.259.3824  
[Lisa.Anderson@state.mn.us](mailto:Lisa.Anderson@state.mn.us)

Matt Kane  
651.259.3809  
[Matt.Kane@state.mn.us](mailto:Matt.Kane@state.mn.us)

Renee Raduenz  
651.259.3814  
[Renee.Raduenz@state.mn.us](mailto:Renee.Raduenz@state.mn.us)

**Division director**

Kristin Batson

**Assistant division director**

Beth Bibus

**Contact information**

Telephone: 651-259-3800

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

Fax: 651-797-1311

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

Address: 203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

**Management Analysis & Development**

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

**Alternative Formats**

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

District 1 Proposal—May 3, 2016

## Background

The Minnesota Department of Transportation (MnDOT) plans to conduct a study of manufacturers' perspectives of Minnesota's transportation system in MnDOT District 1. District 1 is comprised of 8 counties and encompasses the northeast region of the state, with its headquarters in Duluth. Other cities located in District 1 include Grand Rapids, Hibbing, Virginia, Grand Marais, Moose Lake, and Pine City. About six percent (8,605) of jobs in Northeast Minnesota are in manufacturing.<sup>1</sup> Other major industries include health care and social assistance, retail trade, and accommodation and food services.

The study approach will closely mirror previous projects in MnDOT Districts 2, 4, and 8. Through face-to-face interviews with businesses, MnDOT will collect information on transportation needs and build relationships with economic development professionals and businesses. Information gleaned from interviews will help MnDOT understand the needs and priorities of businesses in District 1 and contribute to near-term project planning to support regional economic vitality.

MnDOT has asked Management Analysis & Development (MAD) to provide project management and data collection and analysis services to the project. Other project partners include economic development organizations within District 1 (EDOs), the State and Local Policy Program (SLPP) at the Humphrey School of Public Affairs, and the University of Minnesota Extension Center for Community Vitality (CV). County engineers will be invited to participate in interviews as observers.

This project is part of an ongoing effort by MnDOT to understand the perspectives of manufacturers throughout the State of Minnesota. MAD, SLPP, and CV are continuing partners in this effort.

## Products

1. Deliver a project plan for the entire District 1 project
2. Modify existing training materials and conduct interviewer trainings
3. Deliver a report of interview findings and recommendations
4. Deliver a list of specific, actionable feedback from businesses
5. Develop presentations of interview findings and present information to relevant audiences, including District 1 staff

## Activities and Timeframe<sup>2</sup>

The anticipated timeline for the project activities would be May 9, 2016 – March 31, 2017. The timeline is based on the assumption that interviews would be conducted in the late summer of 2016. The data analysis and report writing phases would occur in fall 2016, with roll-out of results taking place in early 2017.

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<sup>1</sup> Minnesota Economic Trends: Minnesota's Path to Recovery – State of the Economy 2015, Minnesota Employment and Economic Development, June 2015.

<sup>2</sup> Estimates assume that 50 interviews will be conducted in District 1

## District 1 Proposal—May 3, 2016

Activities	Hours	Cost
<p><b>1. Develop and manage a project plan and timeline for MAD portion of the project and ongoing project partner coordination</b>            Project plan and timeline would include major activities and dependencies to carry out project including key activities and milestones performed by the State and Local Policy Program (SLPP) and Center for Community Vitality (CV). Participate in periodic check-in meetings with external project partners and District 1 project team especially during the data collection phase of project.</p>	40	\$5,400
<p><b>2. Prepare and Train Interviewers</b>            -Develop interviewer training materials and assemble training packets            -Conduct up to two interviewer training sessions in different areas of District 1 including travel            -Explore opportunities for remote training of latecomers</p>	80	\$10,800
<p><b>3. Prepare list of businesses</b>            -Coordinate with SLPP lead on business list to obtain a clean list of businesses            -Perform additional list cleaning of manufacturers and carriers contact information through web searches and calls as needed            -Develop invitation letters to businesses to participate in project            -Create mail merge, print and mail invitations to businesses</p>	65	\$8,775
<p><b>4. Schedule interviews</b>            Involves coordinating the scheduling of manufacturers and carriers, MAD consultants, MnDOT employees, SLPP staff, economic development professionals and CV educators. Estimate includes coordination time for including county engineers as observers in interviews and coordinating with tribal partners.</p>	100	\$13,500
<p><b>5. Conduct interviews</b>            Travel to business locations and conduct face-to-face interviews with interview partner(s).            Assumes that MAD staff would conduct about one-quarter of the interviews throughout District 1 (about 12-13 interviews).</p>	65	\$8,775
<p><b>6. Documentation from interviews</b>            Data entry of interviews performed by MAD staff. Coordinate obtaining and tracking typed interview results from interviews performed by other interviewers. Provide feedback to and follow-up with interviewers as needed to improve quality of data. Prepare interview results for coding. Respond to data requests from client.</p>	50	\$6,750
<p><b>7. Analyze and code interview data</b>            Includes setup of coding structure and coding of interview transcripts and any recoding needed due to project changes.</p>	65	\$8,775
<p><b>8. Produce preliminary study findings summary.</b></p>	20	\$2,700

## District 1 Proposal—May 3, 2016

<b>Activities</b>	<b>Hours</b>	<b>Cost</b>
<b>9. Create a first draft of report for MnDOT to review</b> Summarize research findings and provide recommendations through the lenses of transportation and economic development. Estimate assumes including vignette stories in report to illustrate business needs.	120	\$16,200
<b>10. Revise report based on MnDOT feedback from reviewers</b> Provide a final, public-ready report.	40	\$5,400
<b>11. Create an action items spreadsheet to track aggregated feedback from interviews for District 1 and city/county engineering staff.</b>	20	\$2,700
<b>12. Present report and study findings</b> Perform tasks to share study findings which may include preparing presentation(s) of study findings or facilitating meetings or participating in conferences. Assumes travel to meetings in the District and one conference in the Twin Cities area to present results.	60	\$8,100
<b>Subtotal of hours</b>	<b>725</b>	<b>\$97,875</b>
<b>Client communications and project management (18%)</b>	130	\$17,550
<b>Travel with lodging, mileage and rental car costs</b>		\$1,200
<b>Total Cost</b>	<b>855</b>	<b>\$116,625</b>

## Documentation

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

## Client

The primary client would be Donna Koren, Market Research Director in the Customer Relations Office at MnDOT. The MAD project lead would be Lisa Anderson; other MAD consultants would also provide services to the client.

## Client Responsibilities

Many of MAD's deliverables involve inputs from partner organizations such as the industry cluster analysis from SLPP or vetted local/regional economic development staff to participate in interviews from Extension Service. MAD would look to the client to hold these partners accountable for meeting the agreed upon timeline and deliverables.

Other client responsibilities include:

- Initiating and overseeing the SLPP and Extension Service activities detailed in the MAD-designed project plan.
- Providing input and involvement on approach to key project deliverables including interview tool design, interview training sessions, interview documentation, data analysis, report structure and presentations.

District 1 Proposal—May 3, 2016

- Ensuring that District 1 and other MnDOT staff attend interview training, conduct and document interviews and provide subject matter insight, as needed.

## **Data Practices**

Information provided by interview or survey participants and documented in project materials or reports would be confidential and subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13. All written reports would be public. In addition, written reports documenting summary results of public interviews or surveys would be public information.

## **Billing and Cost Calculations**

Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract. If the Management Analysis & Development hourly rate increases effective July 1, 2016, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2016 forward.

# ORIGINAL

	Grant Agreement	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Minnesota State Patrol 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101	<b>Grant Program:</b> 2016 Motor Carrier Safety Assistance Program (MCSAP)  <b>Grant Agreement No.:</b> A-MCSAP16-2016-MNDOT-00002				
<b>Grantee:</b> Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 St. Paul, Minnesota 55155	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 10/1/2015 <b>Expiration Date:</b> 9/30/2017				
<b>Grantee's Authorized Representative:</b> William Gardner, Commercial Vehicle Operations Director Minnesota Department of Transportation Transportation Building, Room 120, Mail Stop 470 395 John Ireland Boulevard St. Paul, Minnesota 55155 (651)366-3646 <a href="mailto:William.Gardner@state.mn.us">William.Gardner@state.mn.us</a>	<b>Grant Agreement Amount:</b> <table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Original Agreement</td> <td style="text-align: right; padding: 2px;">\$ 1,152,297.00</td> </tr> <tr> <td style="padding: 2px;">Matching Requirement</td> <td style="text-align: right; padding: 2px;">\$ 288,074.25</td> </tr> </table>	Original Agreement	\$ 1,152,297.00	Matching Requirement	\$ 288,074.25
Original Agreement	\$ 1,152,297.00				
Matching Requirement	\$ 288,074.25				
<b>State's Authorized Representative:</b> Colonel Matthew Langer 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101 (651)201-7100 <a href="mailto:Matthew.Langer@state.mn.us">Matthew.Langer@state.mn.us</a>	Federal Funding: CFDA 20.218 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:  
 Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2016 Motor Carrier Safety Assistance Program (MCSAP) Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 130, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2016 MCSAP Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

RG



**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: Gary Rottke  
Date: 6/15/16

Grant Agreement No. A-MCSAP16-2016-MNDOT-00002/3000040474

**3. STATE AGENCY**

By: [Signature]  
(with delegated authority)  
Title: Chief  
Date: 6/13/16

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Wm D Gades  
Title: OFCVO, Director  
Date: June 1, 2016

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**4. MnDOT CONTRACT MANAGEMENT:**

MnDOT Contract Number: 1003295

By: Ryan Hauke  
Title: Contract Mgmt Supr  
Date: 6/13/16

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

2016 Motor Carrier Safety Assistance Program

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-MCSAP16-2016-MNDOT-00002

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Personnel			
Personnel	\$657,531.20	\$164,382.80	
<b>Total</b>	<b>\$657,531.20</b>	<b>\$164,382.80</b>	
Fringe			
Fringe	\$227,374.29	\$56,843.57	
<b>Total</b>	<b>\$227,374.29</b>	<b>\$56,843.57</b>	
Program Travel			
Program Travel	\$126,576.82	\$31,644.21	
<b>Total</b>	<b>\$126,576.82</b>	<b>\$31,644.21</b>	
Supplies			
Supplies	\$13,800.00	\$3,450.00	
<b>Total</b>	<b>\$13,800.00</b>	<b>\$3,450.00</b>	
Other Expenses			
Other Expenses	\$2,420.00	\$605.00	
<b>Total</b>	<b>\$2,420.00</b>	<b>\$605.00</b>	
Indirect Costs			
Indirect Costs	\$124,594.69	\$31,148.67	
<b>Total</b>	<b>\$124,594.69</b>	<b>\$31,148.67</b>	
<b>Total</b>	<b>\$1,152,297.00</b>	<b>\$288,074.25</b>	

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16B.04 and 471.59, this is an agreement between the Department of Administration (Admin) and the Department of Transportation (MnDOT).

**1. Services to be Performed:**

The Director of the Office of Enterprise Sustainability will manage sustainability efforts in state buildings and coordinate, manage, and oversee executive branch sustainability initiatives at an enterprise level.

**Authorized Agents:**

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

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

MnDOT: Tracy Hatch, Deputy Commissioner, 395 John Ireland Blvd, Saint Paul, MN 55155, (651) 366-4800.

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

In consideration for sustainability services provided, the Department of Transportation agrees to contribute to this effort as follows:

**TOTAL COST = \$15,000, covering State Fiscal Year 2017.**

Admin will issue an invoice by July 1, 2016.

**3. Term of Agreement:**

This agreement is effective July 1, 2016, and shall remain in effect until June 30, 2017.

**4. Amendments:**

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

Approved:

1. Department of Administration	2. Department of Transportation
By: <i>Erin Campbell</i>	By: <i>Tracy Hatch</i>
Title: <i>Assistant Commissioner</i>	Title: <i>Deputy Commissioner</i>
Date: <i>6-2-16</i>	Date: <i>6-2-2016</i>
3. MnDOT Encumbrance Verification	MnDOT Contract Management
By: <i>Sam Bush</i>	By: <i>Erin Campbell</i>
Date: <i>6-3-16</i>	Title: <i>Contract Mgmt Supr</i>
PO #: Will be encumbered when FY 2017 funds are available	Date: <i>6/3/16</i>
<i>SC# 110163 / PO 3000300169</i>	

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

Federal Project Number: N/A

State Project Number (SP): 1981-124; 6223-20; 0804-81; 2506-79; 2508-29

Trunk Highway Number (TH): 35W; 149; 14; 52; 56

Project Identification: Mussel Surveys – 35W, TH 149, TH 14, TH52, and TH 56 Bridge Projects

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

Agreement

**1 Term of Agreement; Incorporation of Exhibits**

- 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 **December 31, 2016**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 1071.
- 2.2 DNR will perform the duties and provide the deliverables described in Exhibit A.

**3 Consideration and Payment**

3.1 MnDOT will pay the DNR the following Lump Sum amounts:

SP 1981-124	\$10,000.00
SP 6223-20	\$18,000.00
SP 0804-81	\$18,000.00
SP 2506-79	\$ 3,000.00
SP 2508-29	\$ 8,000.00

- 3.2 DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DNR under this Agreement will be **\$57,000.00**.

**4 Conditions of Payment**

- 4.1 All services provided by DNR under this Agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3 DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

- 5.1 MnDOT’s Authorized Representative will be:  
Debbie Anderson  
Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 680  
St. Paul, MN 55155-1800

Telephone: 651/366-4625  
E-Mail: [debbie.k.anderson@state.mn.us](mailto:debbie.k.anderson@state.mn.us)

5.2 MnDOT's Project Manager will be:  
Beth Brown  
Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 620  
St. Paul, MN 55155-1800

Telephone: 651/366-4297  
E-Mail: [elizabeth.a.brown@state.mn.us](mailto:elizabeth.a.brown@state.mn.us)

5.3 DNR's Authorized Representative will be:  
Mike Davis  
Minnesota Department of Natural Resources  
2109 Lakeshore Drive South  
Lake City, MN 55041

Telephone: 651/345-3331  
E-Mail: [mike.davis@state.mn.us](mailto:mike.davis@state.mn.us)

## 6 Amendments

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

## 7 Liability

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

## 8 Termination

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

## 9 Plain Language; Accessibility Standards

9.1 **Plain Language.** DNR 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, DNR 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.** DNR agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Std_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. DNR'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, DNR 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.

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 6-27-16

SWIFT Contract (SC) ID No. 111443

Purchase Order (PO) ID No. 3000305021

**DNR\***

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

By: [Signature]

Title: Director, Ecological + Water Resources

Date: 6-24-16

**MnDOT**

[Signature]

By: \_\_\_\_\_  
(with delegated authority)

Title: Assistant Director Capital Construction

Date: 6/27/16

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 6/29/16

**Project Overview:**

As part of the project development process for the Interstate 35W Bridge Project, Minnesota River, City of Bloomington (SP 1981-124); Trunk Highway 149 Bridge Project, Mississippi River, City of Saint Paul (SP 6223-20); Trunk Highway 14 Bridge Project, Minnesota River, City of New Ulm (SP 0804-81); Trunk Highway 52 Bridge Project, Little Cannon River, City of Cannon Falls (SP 2506-79); and Trunk Highway 56 Bridge Project, North Fork of the Zumbro River and Prairie Creek, City of Kenyon and Stanton Township (SP 2508-29), the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the projects to impact local mussel resources and, as a result, recommend that mussel surveys be completed to accurately assess the projects potential impacts.

The investigation will potentially consist of two phases, both of which will be performed by the biologists from the DNR. The extent of the surveys will include all areas of potential impacts identified by the MnDOT Project Manager. The MnDOT Project Manager will provide the DNR with mapping outlining the limits of the areas in which the mussel surveys are to be performed. The MnDOT Project Manager must approve any changes to the survey limits suggested by the DNR survey team or by the DNR's Endangered Species Coordinator.

**Task**

**Level I Mussel Survey**

The first phase of the survey will be to estimate mussel density as catch per unit effort and identify any protected species present. The protocol to be followed is provided below.

**Level II Mussel Survey**

If more than one mussel/minute/diver or a listed species is collected and the DNR Endangered Species Coordinator recommends the need for further investigation, a Level II Mussel Survey may be authorized.

**Project Schedule**

Mussel surveys and related activities may only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

Work for these projects will begin upon fully executed contract being in place and deliverables will be due by the following dates:

- SP 1981-124 deliverables due November 1, 2016
- SP 6223-20 deliverables due November 1, 2016
- SP 0804-81 deliverables due November 1, 2016
- SP 2506-79 deliverables due October 1, 2016
- SP 2508-29 deliverables due October 1, 2016

**Reporting**

DNR will complete a written report following each survey completion and will send a copy of each report to MnDOT's Project Manager. DNR will submit the reports via email in a PDF format.

**LEVEL I MUSSEL SURVEY TO ESTIMATE MUSSEL DENSITY**

**Methods**

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

A. Level I Survey methods:

1. Conduct qualitative surveys at a frequency of at least one per every 20,000 square feet of project impact zone. Distribute surveys across the impact area, concentrating on areas with suitable mussel habitat, especially shorelines and drop-offs. Without compromising the safety of the surveyor, Level I Surveys should leave no more than 100 feet between the edges of any two adjacent survey areas or between the edge of a survey area and the edge of the project impact zone. If more than one mussel/minute or a listed species is collected, a Level II Survey may be required.
2. Each qualitative survey will be of 20 minutes in duration. Searches will be conducted by feel, wading in shallow water and using SCUBA in deeper water, methodically covering the survey area. All mussels found will be identified to species with one example of each species found within a survey photographed. All mussels handled will be returned to the substrate. Specimens of live endangered or threatened mussels must be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Where the substrate is very compacted cobble, a hole just large enough to receive the animal to a depth of  $\frac{3}{4}$  of its length should be excavated and the mussel placed into it with the posterior end (siphons) up. Other species may be returned to the substrate from the water surface.
3. The Level I Survey will include a shoreline search for evidence of mussel presence as indicated by recently dead shells.
4. If a federally listed mussel species is encountered during a Level I Survey, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, [elizabeth.a.brown@state.mn.us](mailto:elizabeth.a.brown@state.mn.us).

B. Level I Survey report must include, but not be limited to the following:

1. Detailed description of methods used.
2. Map or aerial photo clearly identifying the location of each survey area.
3. Composition of substrate, depth, and other physical conditions within each survey area.
4. List of live and dead mussel species found within each survey area.
5. Total number of mussels encountered per minute with each survey area.
6. One photograph of each state listed species found within each survey area.
7. Species and number of any recently dead shells found during shoreline search.

Deliverables

DNR will prepare a survey report for each project site, which includes the information provided above. The report will be sent to MnDOT's Project Manager via email in a PDF format. See above for deliverable due dates.

**LEVEL II MUSSEL SURVEY TO ESTIMATE THE NUMBER OF EACH SPECIES OF MUSSEL PRESENT**

**IF IT IS DETERMINED THAT A LEVEL II MUSSEL SURVEY IS REQUIRED, THE METHODS AND TASKS IDENTIFIED BELOW WILL BE FOLLOWED AND AN AMENDMENT WILL BE COMPLETED.**

Methods

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

A. Level II Survey methods:

1. A systematic grid measuring no greater than 20m x 20m will be used to locate quadrat sample locations throughout the portion of the projects impact zones in which the Level I Survey

encountered mussels at a rate of at least one (1) mussel per minute. At each grid intersect, a  $\frac{1}{4}$  m<sup>2</sup> total substrate quadrat sample will be collected from within a quadrat equipped with a  $\frac{1}{4}$  inch mesh bag.

2. All mussels and substrate will be removed to a depth of 10-15cm, placed into the bag, and brought to the surface. All mussels found will be identified to species, measured for length, and aged by counting annual growth arrest lines. This information and the UTM coordinates will be recorded for each quadrat. All mussels handled will be kept cool and out of the sun as much as possible and finally released in suitable habitat at least 100 ft. upstream of the area of the projects impact zone. At least one photograph will be taken of each state listed species found within a quadrat.
  3. The total number of quadrats sampled will be determined in consultation with DNR personnel based upon the spatial scale of the site and information generated by the Level I Survey.
  4. If a federally listed mussel species is encountered during a Level II survey, DNR must contact Beth Brown, MnDOT Environmental Program Specialist, [elizabeth.a.brown@state.mn.us](mailto:elizabeth.a.brown@state.mn.us).
- B. Level II Survey report must include, but not be limited to the following:
1. Detailed description of methods used.
  2. Map or aerial photo clearly identifying the location/UTM coordinates of each quadrat.
  3. Composition of substrate, depth, and other physical conditions within each quadrat.
  4. Number of specimens of live and dead mussel of each species found within each quadrat.
  5. One photograph of each state listed species found within a quadrat.
  6. Length and age frequencies for each species present, summarized across all quadrats.

Deliverables

DNR will prepare a survey report for each project site, which includes the information provided above. The report will be sent to MnDOT's Project Manager via email in a PDF format. See above for deliverable due dates.

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**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_\_\_\_ %  
 Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1003397

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: December 31, 2016

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

SP Number: 1981-124; 6223-20; 0804-81; 2506-79; 2508-29

TH Number: 35W; 149; 14; 52; 56

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount (SP 1981-124):	\$10,000.00			
2. Lump Sum Amount (SP 6223-20):	\$18,000.00			
3. Lump Sum Amount (SP 0804-81):	\$18,000.00			
4. Lump Sum Amount (SP 2506-79):	\$3,000.00			
5. Lump Sum Amount (SP 2508-29):	\$8,000.00			
<b>Net Earnings Totals:</b>	<b>\$57,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor:

**Minnesota Department of Natural Resources (DNR)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number: N/A**  
**State Project Number (SP): 5880-189; 7501-32; 2515-21**  
**Trunk Highway Number (TH): I35; 9; 63**  
**Project Identification: Mussel Surveys – I35, TH 9, and TH 63 Bridge Projects**

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

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 **December 31, 2016**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 1071.
- 2.2 DNR will perform the duties and provide the deliverables described in Exhibit A.

**3 Consideration and Payment**

- 3.1 MnDOT will pay the DNR the following Lump Sum amounts:

SP 5880-189	\$15,000.00
SP 7501-32	\$10,000.00
SP 2515-21	\$12,000.00

- 3.2 DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DNR under this Agreement will be **\$37,000.00**.

**4 Conditions of Payment**

- 4.1 All services provided by DNR under this Agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3 DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

- 5.1 MnDOT’s Authorized Representative will be:  
Debbie Anderson  
Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 680  
St. Paul, MN 55155-1800

44

Telephone: 651/366-4625  
E-Mail: [debbie.k.anderson@state.mn.us](mailto:debbie.k.anderson@state.mn.us)

5.2 MnDOT's Project Manager will be:

Beth Brown  
Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 620  
St. Paul, MN 55155-1800

Telephone: 651/366-4297  
E-Mail: [elizabeth.a.brown@state.mn.us](mailto:elizabeth.a.brown@state.mn.us)

5.3 DNR's Authorized Representative will be:

Mike Davis  
Minnesota Department of Natural Resources  
2109 Lakeshore Drive South  
Lake City, MN 55041

Telephone: 651/345-3331  
E-Mail: [mike.davis@state.mn.us](mailto:mike.davis@state.mn.us)

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** DNR 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, DNR 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.** DNR agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](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. DNR'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, DNR 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.

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: R. H. King

Date: 6-27-16

SWIFT Contract (SC) ID No. 111440

Purchase Order (PO) ID No. 3000305082

**MnDOT**

[Signature]

By: \_\_\_\_\_  
(with delegated authority)

Title: Assistant Director Contract Section

Date: 6/27/16

**DNR\***

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

By: [Signature]

Title: Director, Ecological & Water Resources

Date: 6-24-16

**MnDOT CONTRACT MANAGEMENT**

By: Angela Longhe

Date: 6/29/16

### **Project Overview:**

As part of the project development process for the Interstate 35 Bridge Project, Snake River, Pine City (SP 5880-189); the Trunk Highway 9 Bridge Project, Pomme De Terre River, Elk Lake Township (SP 7501-32); and the Trunk Highway 63 Bridge Project, Mississippi River, Red Wing (SP 2515-21), the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the projects to impact local mussel resources and, as a result, recommend that mussel surveys be completed to accurately assess the projects potential impacts.

The investigations will be performed by biologists from the DNR. The extent of the surveys will include all areas of potential impacts identified by the MnDOT Project Manager. The MnDOT Project Manager will provide the DNR with mapping outlining the limits of the areas in which the mussel surveys are to be performed. The MnDOT Project Manager must approve any changes to the survey limits suggested by the DNR survey team or by the DNR's Endangered Species Coordinator.

### **Task**

#### **Level II Mussel Surveys**

The purpose of these surveys will be to estimate mussel density as catch per unit efforts and to identify any protected species present. The protocol to be followed is provided below.

### **Project Schedule**

Mussel surveys and related activities may only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

Work for these projects will begin upon fully executed contract being in place and deliverables will be due by the following dates:

- SP 5880-189 deliverables due November 1, 2016
- SP 7501-32 deliverables due November 1, 2016
- SP 2515-21 deliverables due October 1, 2016

### **Reporting**

DNR will complete a written report following each survey completion and will send a copy of each report to MnDOT's Project Manager. DNR will submit the reports via email in a PDF format.

### **Methods**

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

#### **A. Level II Survey methods:**

1. A systematic grid measuring no greater than 20m x 20m will be used to locate quadrat sample locations throughout the portion of the projects impact zones in which the Level I Survey encountered mussels at a rate of at least one (1) mussel per minute. At each grid intersect, a ¼ m<sup>2</sup> total substrate quadrat sample will be collected from within a quadrat equipped with a ¼ inch mesh bag.
2. All mussels and substrate will be removed to a depth of 10-15cm, placed into the bag, and brought to the surface. All mussels found will be identified to species, measured for length, and aged by counting annual growth arrest lines. This information and the UTM coordinates will be recorded for each quadrat. All mussels handled will be kept cool and out of the sun as much as possible and finally released in suitable habitat at least 100 ft. upstream of the area of the projects impact zone. At

least one photograph will be taken of each state listed species found within a quadrat.

3. The total number of quadrats sampled will be determined in consultation with DNR personnel based upon the spatial scale of the site and information generated by the Level I Survey.
  4. If a federally listed mussel species is encountered during a Level II survey, DNR must contact Beth Brown, MnDOT Environmental Program Specialist, [elizabeth.a.brown@state.mn.us](mailto:elizabeth.a.brown@state.mn.us).
- B. Level II Survey report must include, but not be limited to the following:
1. Detailed description of methods used.
  2. Map or aerial photo clearly identifying the location/UTM coordinates of each quadrat.
  3. Composition of substrate, depth, and other physical conditions within each quadrat.
  4. Number of specimens of live and dead mussel of each species found within each quadrat.
  5. One photograph of each state listed species found within a quadrat.
  6. Length and age frequencies for each species present, summarized across all quadrats.

Deliverables

DNR will prepare a survey report for each project site, which includes the information provided above. The report will be sent to MnDOT's Project Manager via email in a PDF format. See above for deliverable due dates.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**INVOICE NO.** \_\_\_\_\_  
Estimated Completion: \_\_\_\_\_ %  
Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1004399

Contract Expiration Date: December 31, 2016

SP Number: 5880-189; 7501-32; 2515-21

TH Number: I35; 9; 63

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount (SP 5880-189):	\$15,000.00			
2. Lump Sum Amount (SP 7501-32):	\$10,000.00			
3. Lump Sum Amount (SP 2515-21):	\$12,000.00			
<b>Net Earnings Totals:</b>	<b>\$37,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

**Contractor: Complete this table when submitting an invoice for payment**

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor:

**Minnesota Department of Natural Resources (DNR)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF TRANSPORTATION (agency).

**Services**

The OFFICE OF THE GOVERNOR agrees to provide:

- Federal affairs work to represent the funding and policy interests of the various state agencies in the nation's capital.
- Policy advisors, communications specialists, constituent services, and legal staff to work closely with each agency head and/or designees to support the work of both the agency and the Governor's Office related to each issue area.

The Governor's Office will provide administrative and personnel oversight, with agencies having access to the staff as needed to achieve its goals.

**Term of Agreement**

*Effective date:* July 01, 2016

*Expiration date:* June 30, 2017

**Consideration and Payment**

Cabinet agencies will contribute funds to be used for salaries, fringe benefits, and operating expenses to help support work related to federal affairs, legislative and cabinet affairs staff, communications, constituent services, and legal staff.

The total obligation for the agency is \$98,900.00 for the fiscal year ending June 30, 2017. Fiscal year payment should be processed by July 15, 2016. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

**Conditions of Payment**

All services provided by the Office of the Governor under this agreement must be performed to the satisfaction of the agency's Commissioner.

**Authorized Representative**

The Office of the Governor's Authorized Representative is Amanda Simpson, Director of Operations. The agency's Authorized Representative is the Commissioner.

**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.

**Liability**

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

**Termination**

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

**AUTHORIZED SIGNATURES**

**Agency Signature**

By: *Stacy Hatch*  
Title: Deputy Commissioner  
Date: June 13, 2016

Minnesota Department of Transportation  
Contract Management

By: *Ryan Hauke*  
Date: 6/21/16

**Office of the Governor Signature**

By: *Dan Claitor*  
Title: Dir of Operations  
Date: 6/16/16



**BUDGET TRANSFER INFORMATION**  
**STATE OF MINNESOTA**  
**GOVERNOR'S OFFICE**  
**SAINT PAUL, MINNESOTA 55155**

**INVOICE DATE:** 06/13/16  
**INVOICE NUMBER:** G39-17-18-INT

**Payable To:**  
Governor's Office, State of Minnesota

**Account of:** Commissioner  
Department of Transportation

**Send To:** Governor's Office  
116 Veterans Service Building  
20 West 12th Street  
Saint Paul, MN 55155

For information regarding this invoice, call Cherie Yates at (651) 201-3449

<u>Date of Expense:</u>	<u>Description:</u>	<u>Amount</u>
7/1/16 - 6-30-16	Federal affairs work Policy advisors, communications specialists, constituent services, and legal staff	\$ 98,900.00

**BUDGET TRANSFER OF APPROPRIATION CODING INFORMATION**

<b>Transfer in Agency Name</b> BFY 17	<u>Governor's Office</u>
<b>To Appropriation</b>	
Business Unit	<u>MN001</u>
Ledger Group	<u>KK_APPROP</u>
Fund Code	<u>2001</u>
Fin DeptID	<u>G3910000</u>
AppropriD	<u>G391300</u>
<b>Amount</b>	<u>\$ 98,900.00</u>

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Project Identification:** Chemical Analysis of Highway Water Runoff Samples Collected

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and Minnesota Department of Health (“MDH”).

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

**2.1 Duties of MDH.** MDH will:

- 2.1.1 Provide analytical services for water and other environmental samples that will be collected and submitted by MnDOT. These services may include, but are not limited to, all or some constituents listed in Exhibit A.
- 2.1.2 With written consent from both parties, methods and/or technologies may be altered from those listed in Exhibit A, as long as the change is compliant with regulations.
- 2.1.3 MDH agrees to perform MnDOT environmental sample analysis using methods approved by regulation or referenced by permit, where applicable.
- 2.1.4 When multiple analytical methods are available MnDOT agrees to identify on the lab request form which method MDH should use for sample analysis. If none is specified MDH will contact MnDOT for method clarification prior to sample processing.
- 2.1.5 Furnish MnDOT with the following materials and equipment:
  - Bottles, bottle labels, preservatives or other chemicals and other necessary materials to collect samples. When replacement sample collection materials are needed, MnDOT will notify MDH one week in advance with the amount and type of materials required.
  - Guidelines concerning the number and type of bottles needed for each type of test and other information needed to prepare water samples prior to submittal available at:
  - <http://www.health.state.mn.us/divs/phl/environmental/handbook.pdf>
- 2.1.6 Maintain quality control program consistent with Environmental Protection Agency (EPA) guidelines and be certified by the EPA for Drinking water analysis.
- 2.1.7 Enable MnDOT to have remote computer access (for inspection purposes), to MDH’s storage of partial results as MDH’s analyses are progressing to completion on MnDOT samples.
- 2.1.8 Advise MnDOT, in detail, on how chemical analysis results may be transferred from MDH’s analytical storage to MnDOT’s chemical and environmental computer data storage system using electronics and/or computer media. No compensation is contemplated for this advice.
- 2.1.9 Assist with personnel and material in the implementation of any automated data transfer plan when directed to do so by MnDOT.

*The MDH retention schedule for all raw and supporting data is five years.*

**2.2 Deliverables by MDH.**

- 2.2.1 The act of receiving a sample from MnDOT is a commitment by MDH to fulfill all requirements of the Agreement for the received sample. The received sample will be handled, stored and analyzed in accordance with the EPA guidelines on a 24 hour, year round basis. Samples will be destroyed via current MDH sample disposal policies.

- 2.2.2 Should MDH fail to accomplish the guidelines, in their entirety, MnDOT will be notified by e-mail as soon as possible, but no later than 4:00 p.m. of the next business day, that samples were received. The foregoing failed sample will be analyzed to completion, if possible, unless MnDOT advises otherwise upon notification. MnDOT will retain the right to accept the results and pay the regular fee, or reject the results and not pay any fee on such failed samples.
- 2.2.3 Laboratory data logs will be available for inspection by MnDOT or its designated agent at MnDOT's or its agent's request.
- 2.2.4 MDH will perform MnDOT's priority sample test and return these test results within 10 business days or less.
- 2.2.5 Standard turnaround time (TAT) for the routine reporting time for water samples is 21 business days.
- 2.2.6 MDH will maintain the laboratory data logs in a way which will allow to identify, deliver and report separately the results of analyses conducted on the samples collected from each of the following:

<b>Projects:</b>	<b>Source Type for billing purposes:</b>
MnDOT's OES Projects (DD)	1071
MnDOT's Metro Tunnel Project (DR)	2195
MnDOT's Metro 610 Project (DT)	9025

**2.3 Duties of MnDOT.** MnDOT will:

- 2.3.1 Obtain the samples at sites collected by MnDOT and deliver the samples to MDH's Environmental Laboratory for analysis with a completed chain of custody form (COC).
- 2.3.2 Agree to submit COC minimum requirements according to the current MDH Sample Acceptance Policy: <http://www.health.state.mn.us/divs/phl/environmental/ops010.pdf>.
- 2.3.3 Record all information, in ink, with any changes lined through such that the original entry is visible include and the date and initials of the person making the change.

**3 Consideration and Payment**

3.1 MDH will be paid on a Unit Rate basis in accordance with Exhibit A. The cost of the work performed by MDH on water samples will be based on summation of the fixed price for each chemical constituent analysis requested as listed in Exhibit A. A monthly tabulation will list separately the analyses completed for each of the following:

<b>Projects:</b>	<b>Total Analyses will not exceed:</b>
MnDOT's OES Projects (DD)	\$22,000.00
MnDOT's Metro Tunnel Project (DR)	\$2,938.00
MnDOT's Metro 610 Project (DT)	\$6,120.00

- 3.2 MDH must submit invoices electronically for payment, using the format set forth in Exhibit B, accompanied by tabulation as cited in Article 3.1 when submitting invoices.
  - 3.2.1 Invoices for payment will be submitted by the 15th of every month.
  - 3.2.2 Payment will be based on the deliverables provided and made upon receipt of invoices from MDH.
  - 3.2.3 A final adjustment will be made after receipt of the final invoice and final audit so that total payments equal the exact cost of analytical services received by MnDOT.
  - 3.2.4 The Unit Rates identified in Exhibit A of this Agreement are the provisional rates approved for use in fiscal year 2017 and they are subject to final audit.
- 3.3 The table of fixed costs for individual chemical constituents listed in Exhibit A will remain in effect until June 30, 2017.
- 3.4 The cost of analysis performed by MDH for parameters not listed in Exhibit A, for underwater bottom samples and for monitoring, evaluating and advice as to the adequacy of the test sample analysis quality control programs of MnDOT and/or any private laboratory retained by MnDOT, will be added to the monthly costs tabulation and is listed in Exhibit A under Administrative consult.
- 3.5 Charges for priority work as noted in Article 2.2.4 of this agreement will be based on the standard charge listed in Exhibit A for the analysis plus a 50% surcharge for priority.
- 3.6 MnDOT will pay to MDH such direct expenses incurred by MDH for:
  - 3.6.1 The purchases of containers, materials and supplies as may be required by MnDOT to facilitate the collection of samples for submission to MDH, but not analyzed by MDH.

- 3.6.2 Services from MDH found to be mutually agreeable by MDH and MnDOT.
- 3.7 If it appears at any time the payment to MDH will exceed the total obligation of this Agreement, MDH agrees that it will not perform any services in excess of that amount until MnDOT has advised it. An amendment will need to be processed.
- 3.8 In the event that a sample or parameters are not run as requested, MnDOT will make no payment.
- 3.9 The total obligation of MnDOT for all compensation and reimbursements to MDH under this Agreement will not exceed \$31,058.00.

**4 Conditions of Payment**

- 4.1 All services provided by MDH 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 MDH invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MDH within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MDH within 30 days of receipt of such invoice.
- 4.3 MDH must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative will be:
  - Name: Melissa Brand, Contract Administrator (or his/her successor)
  - Address: Minnesota Department of Transportation  
Consultant Services Section, Mail Stop 680  
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1899
  - Telephone: 651-366-4644
  - E-Mail: [melissa.brand@state.mn.us](mailto:melissa.brand@state.mn.us)
- 5.2 MnDOT's Project Manager will be:
  - Name: Lucas Bistodeau, Project Manager (or his/her successor)
  - Address: Minnesota Department of Transportation  
Office of Environmental Services, Fort Snelling, Mail Stop 660  
6000 Minnehaha Avenue, St. Paul, Minnesota 55111-4079
  - Telephone: 651-366-5811
  - E-Mail: [lucas.bistodeau@state.mn.us](mailto:lucas.bistodeau@state.mn.us)
- 5.3 MDH's Authorized Representative will be:
  - Name: Paul Moyer, Environmental Lab Manager
  - Address: Minnesota Department of Health  
601 Roberts Street North, P.O. Box 64975  
St. Paul, Minnesota 55164-0899
  - Telephone: 651-201-5669
  - E-Mail: [paul.moyer@state.mn.us](mailto:paul.moyer@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.

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- Write in short and complete sentences;
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- 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, MDH 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.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**MnDOT ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Contract (SC) ID No. 111778

Purchase Order (PO) ID No. 3000306470

**MDH\***

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

By: Mary Edwards

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

Date: 0130/16

**MnDOT**

By: \_\_\_\_\_  
(with delegated authority)

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

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

**MnDOT CONTRACT MANAGEMENT**

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

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



*Protecting, maintaining and improving the health of all Minnesotans*

Minnesota Department of Health  
Public Health Lab Division  
FY 2017 Prices for General Chemistry

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Acetate IC	EPA 300.1	Non-potable Water	16
Alkalinity, Bicarbonate as CaCO <sub>3</sub> *	SM 2320B 21 <sup>st</sup> ED	Drinking Water	0
Alkalinity, Bicarbonate as CaCO <sub>3</sub> *	SM 2320B-1997	Non-potable Water	0
Alkalinity, Carbonate as CaCO <sub>3</sub> *	SM 2320B 21 <sup>st</sup> ED	Drinking Water	0
Alkalinity, Carbonate as CaCO <sub>3</sub> *	SM 2320B-1997	Non-potable Water	0
Alkalinity as CaCO <sub>3</sub>	SM 2320B 21 <sup>st</sup> ED	Drinking Water	17
Alkalinity as CaCO <sub>3</sub>	SM 2320B-1997	Non-potable Water	17
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	18
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	18
BOD	Hach 10360	Non-potable Water	59
Bromide 300.1	EPA 300.1	Drinking Water Non-potable Water	16
CBOD	Hach 10360	Non-potable Water	62
Chemical Oxygen Demand	EPA 410.4	Drinking Water Non-potable Water	29
Chemical Oxygen Demand, Dissolved	EPA 410.4	Drinking Water Non-potable Water	29
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	16
Chlorophyll-A	SM 10200H-2001	Non-potable Water	44



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**Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for General Chemistry**

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Chlorophyll-A Lab Filter	SM 10200H-2001	Non-potable Water	71
Color	SM21208 21 <sup>st</sup> ED	Drinking Water	15
Color	SM21208-2001	Non-potable Water	15
Conductivity	SM 2510B 21 <sup>st</sup> ED	Drinking Water	15
Conductivity	SM 2510B-1997	Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water	98
		Non-potable Water	
Cyanide, Free	SM 4500-CN F 21 <sup>st</sup> ED	Drinking Water	33
Dissolved Organic Carbon	SM 5310C 21 <sup>st</sup> ED	Drinking Water	22
Dissolved Organic Carbon	SM 5310C-2000	Non-potable Water	22
Fluoride	SM 4500-F-C 21 <sup>st</sup> ED	Drinking Water	17
Fluoride	SM 4500-F-C-1997	Non-potable Water	17
Fluoride, Dissolved	SM 4500-F-C 21 <sup>st</sup> ED	Drinking Water	17
Fluoride, Dissolved	SM 4500-F-C-1997	Non-potable Water	17
Kjeldahl Nitrogen as N	EPA 351.2	Drinking Water	37
		Non-potable Water	
Kjeldahl Nitrogen as N, Dissolved	EPA 351.2	Drinking Water	37
		Non-potable Water	
Lab Filtered	MDH	Drinking Water	20
		Non-potable Water	
Nitrate + Nitrite Nitrogen	SM 4500-NO3 F 21 <sup>st</sup> ED	Drinking Water	16



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Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for General Chemistry

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Nitrate + Nitrite Nitrogen	EPA 353.2	Non-potable Water	16
Nitrate + Nitrite Nitrogen, Dissolved	SM 4500-NO3 F 21 <sup>st</sup> ED	Drinking Water	16
Nitrate + Nitrite Nitrogen, Dissolved	EPA 353.2	Non-potable Water	16
Nitrite	SM 4500-NO2 B 21 <sup>st</sup> ED	Drinking Water	28
Nitrite	SM 4500-NO2 B-2000	Non-potable Water	28
Nitrite, Dissolved	SM 4500-NO2 B 21 <sup>st</sup> ED	Drinking Water	28
Nitrite, Dissolved	SM 4500-NO2 B-2000	Non-potable Water	28
Orthophosphate as Phosphate	EPA 365.1	Drinking Water	20
Orthophosphate as Phosphorus	SM 4500-P G-1999	Non-potable Water	20
Orthophosphate, Dissolved as Phosphate	EPA 365.1	Drinking Water	20
Orthophosphate, Dissolved as Phosphorus	SM 4500-P G-1999	Non-potable Water	20
pH	SM 4500-H+B 21 <sup>st</sup> ED	Drinking Water	15
pH	SM 4500-H+B-2000	Non-potable Water	15
Pheophytin-A	SM 10200H-2001	Non-potable Water	14
Phosphorus as Phosphate	SM 4500P I 21 <sup>st</sup> ED	Drinking Water	16
Phosphorus (Non-potable) as Phosphorus	EPA 365.1	Non-potable Water	20
Phosphorus, Dissolved as Phosphorus	EPA 365.1	Drinking Water	20
Phosphorus, Dissolved as Phosphorus	EPA 365.1	Non-potable Water	20



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Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for General Chemistry

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Sand	Petrology of Sedimentary Rocks, 2nd ed	Drinking Water Non-potable Water	50
Silica	SM 4500-SiO <sub>2</sub> C 21 <sup>st</sup> ED	Drinking Water	41
Silica	SM 4500-SiO <sub>2</sub> C-1997	Non-potable Water	41
Silica, Dissolved	SM 4500-SiO <sub>2</sub> C 21 <sup>st</sup> ED	Drinking Water	41
Silica, Dissolved	SM 4500-SiO <sub>2</sub> C-1997	Non-potable Water	41
Solids, Suspended	SM 2540D 21 <sup>st</sup> ED	Drinking Water	25
Solids, Suspended	SM 2540D-1997	Non-potable Water	25
Solids, Suspended Volatile **	SM 2540E 21 <sup>st</sup> ED	Drinking Water	40
Solids, Suspended Volatile **	SM 2540E-1997	Non-potable Water	40
Solids, Total Dissolved	SM 2540C 21 <sup>st</sup> ED	Drinking Water	38
Solids, Total Dissolved	SM 2540C-1997	Non-potable Water	38
Solids, Total	SM 2540B 21 <sup>st</sup> ED	Drinking Water	31
Solids, Total	SM 2540B-1997	Non-potable Water	31
Solids, Total Volatile **	SM 2540E 21 <sup>st</sup> ED	Drinking Water	48
Solids, Total Volatile **	SM 2540E-1997	Non-potable Water	48
Sulfate	EPA 300.1	Drinking Water Non-potable Water	16
Total Organic Carbon	SM 5310C 21 <sup>st</sup> ED	Drinking Water	22



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Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for General Chemistry

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Total Organic Carbon	SM 5310C-2000	Non-potable Water	22
Turbidity	SM 2130B 21** ED	Drinking Water	19
Turbidity	SM 2130B-2001	Non-potable Water	19
UV Absorbance @ 254 nm	SM 5910B 21** ED	Drinking Water	35
UV Absorbance @ 254 nm	SM 5910B-2000	Non-potable Water	35
UV Absorbance @ 440 nm	MDH 55	Drinking Water Non-potable Water	35
UV Absorption, specific	Calculation	Drinking Water Non-potable Water	0

\*Calculation. Requires Total Alkalinity & pH for analysis.

\*\*Includes price of Total Suspended Solids or Total Solids analysis.



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Minnesota Department of Health  
Public Health Lab Division  
FY 2017 Prices for Microbiology Unit

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Coliform – MPN - QT	SM 9223B 21 <sup>st</sup> ED	Drinking Water	26
Coliform - PA	SM 9223B 21 <sup>st</sup> ED	Drinking Water	15
Coliform – PA (Surface Source Waters)	SM 9223B 21 <sup>st</sup> ED	Drinking Water	15
E. coli – MPN - QT	SM 9223B-1997	Non-potable Water	26



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**Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Aluminum	EPA 200.8	Drinking Water Non-potable Water	15
Aluminum	EPA 6020	Non-potable Water	15
Aluminum, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Aluminum, Dissolved	EPA 6020	Non-potable Water	15
Antimony	EPA 200.8	Drinking Water Non-potable Water	15
Antimony	EPA 6020	Non-potable Water	15
Antimony, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Antimony, Dissolved	EPA 6020	Non-potable Water	15
Arsenic Speciation	MDH Method	Drinking Water	90
Arsenic Speciation, Dissolved	MDH Method	Drinking Water	90
Arsenic	EPA 200.8	Drinking Water Non-potable Water	15
Arsenic	EPA 6020	Non-potable Water	15
Arsenic, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Arsenic, Dissolved	EPA 6020	Non-potable Water	15
Barium	EPA 200.8	Drinking Water Non-potable Water	15
Barium	EPA 6020	Non-potable Water	15
Barium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15



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Minnesota Department of Health  
Public Health Lab Division  
FY 2017 Prices for Metals

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Barium, Dissolved	EPA 6020	Non-potable Water	15
Beryllium	EPA 200.8	Drinking Water Non-potable Water	15
Beryllium	EPA 6020	Non-potable Water	15
Beryllium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Beryllium, Dissolved	EPA 6020	Non-potable Water	15
Boron	EPA 200.7	Drinking Water Non-potable Water	15
Boron	EPA 6010B	Non-potable Water	15
Boron, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Boron, Dissolved	EPA 6010B	Non-potable Water	15
Cadmium	EPA 200.8	Drinking Water Non-potable Water	15
Cadmium	EPA 6020	Non-potable Water	15
Cadmium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Cadmium, Dissolved	EPA 6020	Non-potable Water	15
Calcium	EPA 200.7	Drinking Water Non-potable Water	15
Calcium	EPA 6010B	Non-potable Water	15
Calcium as CaCO <sub>3</sub>	EPA 200.7	Drinking Water Non-potable Water	15
Calcium as CaCO <sub>3</sub>	EPA 6010B	Non-potable Water	15



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**Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Copper Dissolved, Low Level	EPA 6020	Non-potable Water	15
Copper, Low Level	EPA 200.8	Drinking Water Non-potable Water	15
Copper, Low Level	EPA 6020	Non-potable Water	15
Hardness (200)	SM 2340B 21 <sup>st</sup> ED	Drinking Water	15
Hardness (200)	SM 2340B-1997	Non-potable Water	15
Hardness (6010B)	SM 2340B-1997	Non-potable Water	15
Hardness, Dissolved (6010B)	SM 2340B-1997	Non-potable Water	15
Iron	EPA 200.7	Drinking Water Non-potable Water	15
Iron	EPA 6010B	Non-potable Water	15
Iron, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Iron, Dissolved	EPA 6010B	Non-potable Water	15
Iron, Dissolved, Low Level	EPA 200.7	Drinking Water Non-potable Water	15
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	15
Lab Filtered - Metals	MDH Method	Drinking Water Non-potable Water	20
Lead	EPA 200.8	Drinking Water Non-potable Water	15
Lead	EPA 6020	Non-potable Water	15
Lead, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15



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**Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Lead, Dissolved	EPA 6020	Non-potable Water	15
Lithium	EPA 200.8	Drinking Water Non-potable Water	15
Lithium	EPA 6020	Non-potable Water	15
Lithium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Lithium, Dissolved	EPA 6020	Non-potable Water	15
Magnesium	EPA 200.7	Drinking Water Non-potable Water	15
Magnesium	EPA 6010B	Non-potable Water	15
Magnesium as CaCO <sub>3</sub>	EPA 200.7	Drinking Water Non-potable Water	15
Magnesium as CaCO <sub>3</sub>	EPA 6010B	Non-potable Water	15
Magnesium as CaCO <sub>3</sub> , Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Magnesium as CaCO <sub>3</sub> , Dissolved	EPA 6010B	Non-potable Water	15
Magnesium, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Magnesium, Dissolved	EPA 6010B	Non-potable Water	15
Manganese	EPA 200.8	Drinking Water Non-potable Water	15
Manganese	EPA 6020	Non-potable Water	15
Manganese, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Manganese, Dissolved	EPA 6020	Non-potable Water	15



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**Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Mercury 245.2, 1631	EPA 245.2, 1631	Drinking Water Non-potable Water	67
Mercury, 245.2, 1631, Dissolved	EPA 245.2, 1631	Drinking Water Non-potable Water	67
Mercury, Dissolved Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Mercury, Methyl	EPA 1630	Non-potable Water	150
Mercury, Methyl Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Metals Quick Scan (72 ICP) Not Regulatory Compliant	MDH (Not Regulatory Compliant)	Drinking Water Non-potable Water	7
Molybdenum	EPA 200.8	Drinking Water Non-potable Water	15
Molybdenum	EPA 6020	Non-potable Water	15
Molybdenum, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Molybdenum, Dissolved	EPA 6020	Non-potable Water	15
Nickel	EPA 200.8	Drinking Water Non-potable Water	15
Nickel	EPA 6020	Non-potable Water	15
Nickel, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Nickel, Dissolved	EPA 6020	Non-potable Water	15
Potassium	EPA 200.7	Drinking Water Non-potable Water	15
Potassium	EPA 6010B	Non-potable Water	15



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**Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Potassium, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Potassium, Dissolved	EPA 6010B	Non-potable Water	15
Selenium	EPA 200.8	Drinking Water Non-potable Water	15
Selenium	EPA 6020	Non-potable Water	15
Selenium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Selenium, Dissolved	EPA 6020	Non-potable Water	15
Silver	EPA 200.8	Drinking Water Non-potable Water	15
Silver	EPA 6020	Non-potable Water	15
Silver, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Silver, Dissolved	EPA 6020	Non-potable Water	15
Sodium	EPA 200.7	Drinking Water Non-potable Water	15
Sodium	EPA 6010B	Non-potable Water	15
Sodium, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Sodium, Dissolved	EPA 6010B	Non-potable Water	15
Strontium	EPA 200.8	Drinking Water Non-potable Water	15
Strontium	EPA 6020	Non-potable Water	15
Strontium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15



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Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Metals

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Strontium, Dissolved	EPA 6020	Non-potable Water	15
Thallium	EPA 200.8	Drinking Water Non-potable Water	15
Thallium	EPA 6020	Non-potable Water	15
Thallium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Thallium, Dissolved	EPA 6020	Non-potable Water	15
Tin	EPA 200.8	Drinking Water Non-potable Water	15
Tin	EPA 6020	Non-potable Water	15
Tin, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Tin, Dissolved	EPA 6020	Non-potable Water	15
Titanium	EPA 200.8	Drinking Water Non-potable Water	15
Titanium	EPA 6020	Non-potable Water	15
Titanium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Titanium, Dissolved	EPA 6020	Non-potable Water	15
Uranium	EPA 200.8	Drinking Water Non-potable Water	25
Vanadium	EPA 200.8	Drinking Water Non-potable Water	15
Vanadium	EPA 6020	Non-potable Water	15
Vanadium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2017 Prices for Metals**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY17 Price (\$)</b>
Vanadium, Dissolved	EPA 6020	Non-potable Water	15
Zinc	EPA 200.8	Drinking Water	15
Zinc	EPA 200.8	Non-potable Water	15
Zinc	EPA 6020	Non-potable Water	15
Zinc, Dissolved	EPA 200.8	Drinking Water	15
Zinc, Dissolved	EPA 200.8	Non-potable Water	15
Zinc, Dissolved	EPA 6020	Non-potable Water	15



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**Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Radiochemistry**

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Alpha and Beta, gross	MDH	Air	45
Alpha and Beta, gross	MDH	Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	75
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	70
Gamma	SM 7120 B 21 <sup>st</sup> ED	Air Biological Materials Drinking Water Solid and Chem. Mat. Wipe	127
Gamma	SM 7120 B-1997	Non-potable Water	127
Ni-63 Wipes	MDH	Wipe	46
Radium 226/228	EPA 903.0/904.0	Drinking Water	215
Strontium	EPA 905.0	Drinking Water	230
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water Non-potable Water	85



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Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Organic Chemistry

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
BNAs in Water	EPA 508.1 / EPA 525.2	Drinking Water	320
Carbamates in Water	EPA 531.1	Drinking Water	143
DRO in Water	WI DNR	Drinking Water Non-potable Water	110
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	143
Flash Point	ASTI/ASTM D93-79	Non-potable Water Solid and Chem. Mat.	100
Glyphosate in Water	EPA 547	Drinking Water	125
GRO in Water	WI DNR	Drinking Water Non-potable Water	80
HAA in Water	EPA 552.2	Drinking Water	225
Herbicides in Water	EPA 515.4	Drinking Water	235
PAHs in Water FS/GC/MS Expd List	EPA 8270D	Non-potable Water	484
PAHs in Water FS/GC/MS Short List	EPA 8270D	Non-potable Water	484
PAHs in Water SIM/GC/MS Expd List	EPA 8270D	Non-potable Water	484
PAHs in Water SIM/GC/MS Short List	EPA 8270D	Non-potable Water	484
PCB Aroclors Water	EPA 8082	Non-potable Water	190
PFC Expanded List in Water	MDH 555	Drinking Water Non-potable Water	319
SVOCs in Water by GC/MS	EPA 8270D	Non-potable Water	365



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2017 Prices for Organic Chemistry**

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
THMs in Water	EPA 524.2	Drinking Water	85
Toxaphene in Water	EPA 8081	Non-potable Water	209
Vinyl Chloride in Water, Low Level	EPA 524.2	Drinking Water	45
VOCs in Water 524, Low Level	EPA 524.2	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.2	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260B	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260B	Drinking Water Non-potable Water	95



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Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Administrative Consult*	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100*
Administrative Fee**	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies**
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate*	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100*
Sample containers^	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5^

\* This Analysis is Billed on a Per Hour Basis

\*\*This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

^Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

^^This analysis is billed based on the subcontract lab fee for the analysis requested and the current MDH indirect rate.



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Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract^^	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies^^

\* This Analysis is Billed on a Per Hour Basis

\*\*This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

^Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

^^This analysis is billed based on the subcontract lab fee for the analysis requested and the current MDH indirect rate.



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Minnesota Department of Health  
 Public Health Lab Division  
 FY 2017 Prices for Additional analyses

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

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
1,4-Dioxane	MDH	Non-potable Water	TBD*
Acrylamide in Water	MDH 1082	Drinking Water Non-potable Water	TBD*
Anatoxin-a	Abraxis Method 522050	Drinking Water Non-potable Water	TBD*
Blood Metals	MDH	Biological Materials	TBD*
BTZs and BTHs in Water	MDH 2000	Non-potable Water	TBD*
BPA and BPS in Solids	MDH 1080	Solid and Chem. Mat.	TBD*
Coliform – MPN – QT High Volume (Not Regulatory Compliant)	EPA 1103.1 (Not Regulatory Compliant)	Drinking Water	TBD*
Cyanide in Whole Blood	MDH	Biological Materials	TBD*
Drugs in Water	MDH 1096	Non-potable Water	TBD*
Ethanol in Water	EPA 8260B	Non-potable Water	TBD*
Environmental Phenols in Urine	MDH	Biological Materials	TBD*
Fatty Acids in Plasma	MDH	Biological Materials	TBD*
Fe extractable	EPA 6010B	Solid and Chem. Mat.	TBD*
Formaldehyde	MDH 1100	Non-potable Water	TBD*

\* Contact lab for current price.



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**Minnesota Department of Health  
 Public Health Lab Division  
 FY 2016 Prices for Additional analyses**

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

Analysis Name	Method Reference	Matrix	FY17 Price (\$)
Formaldehyde	MDH	Solid and Chem. Mat.	TBD*
HBCD	MDH	Solid and Chem. Mat.	TBD*
Heterotrophic Plate Count	SimPlate	Drinking Water Non-potable Water	TBD*
Mercury in Bloodspots	MDH	Biological Materials	TBD*
Metals in Urine	MDH	Biological Materials	TBD*
Microcystin	Abraxis Method 520011	Drinking Water Non-potable Water	TBD*
PAHs in Air	EPA TO-13A Modified	Air	TBD*
PFCs in Serum	MDH	Biological Materials	TBD*
Sulfide	SM 4500-S2E-2000	Non-potable Water	TBD*
Sulfide, Acid-Volatile	SM 4500-S2J-2000	Solid and Chem. Mat.	TBD*
Urine Mercury	MDH	Biological Materials	TBD*
VOCs in Blood/Serum	MDH	Biological Materials	TBD*

\* Contact lab for current price.

**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_\_\_\_ %  
 Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1006002  
 Contract Expiration Date: June 30, 2017

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. OES Project Costs	\$22,000.00			
2. Metro Tunnel Project Costs	\$2,938.00			
3. Metro 610 Project Costs	\$6,120.00			
<b>Net Earnings Totals:</b>	<b>\$31,058.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
<b>1071</b>			
<b>2195</b>			
<b>9025</b>			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Department of Health

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Dept. of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** June 27, 2016 [INSERT DATE], or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$145.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Jodi Mathiason or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Carolyn Trevls or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: RJ Hans

Date: 6-30-16

111732 - 3000306299

**3. DEPT. OF TRANSPORTATION**

By: [Signature]  
(with delegated authority)

Title: Assistant Director Contract Mgmt

Date: 7/1/16

**2. MINNESOTA MANAGEMENT & BUDGET**

By: [Signature]  
(With delegated authority)

Title: CFO

Date: 7-13-16

Minnesota Department of Transportation  
Contract Management

By: [Signature]

Date: 7/1/16

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**1. Services to be Performed:**

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

**Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. **MMB:** Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. **Minnesota Department of Transportation:** Daniel DuHamel, Division Business Manager and Special Projects Director, Transportation Building, 395 John Ireland Blvd, MS: 120, St Paul, MN 55155, 651/366-3190, [Daniel.j.Duhamel@state.mn.us](mailto:Daniel.j.Duhamel@state.mn.us) or successor.

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

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

**TOTAL COST = \$60,750.00**

**MMB will issue an invoice for this amount to MnDOT that is payable upon receipt.**

**3. Term of Agreement:**

This agreement is effective upon execution, and shall remain in effect until June 30, 2017.

**4. Amendments:**

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

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

40881  
128214  
8816-2540

Approved:

<p><b>1. MnDOT Encumbrance Verification</b></p> <p>By: <i>R. Blaw</i></p> <p>Title:</p> <p>Date: <i>7-15-16</i></p> <p>SWIFT Contract No.: <i>112453</i></p> <p>SWIFT P.O. No.: <i>3000309363</i></p>	<p><b>2. MnDOT Contract Management</b></p> <p>By: <i>Ryan Gault</i></p> <p>Title: <i>Contract Mgmt. Supr.</i></p> <p>Date: <del><i>7/15/16</i></del> <sup><i>RG</i></sup> <i>7/18/16</i></p>
<p><b>3. MnDOT: (Agency)</b></p> <p>By: <i>[Signature]</i></p> <p>Title: <i>Asst Dir for Contract Service</i></p> <p>Date: <i>7/15/16</i></p>	<p><b>4. MMB</b></p> <p>By: <i>[Signature]</i></p> <p>Title: <i>CFO</i></p> <p>Date: <i>8/5/16</i></p>

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Project Identification:** Travel and conference expenses for Amelia Rockwood to attend the 2016  
ATSIP, Traffic Records Forum in Baltimore, MD

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota  
Department of Public Safety ("DPS").

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 September 30, 2016, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A is attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This agreement covers travel and conference expenses for Amelia Rockwood to attend the 2016 ATSIP, Traffic Records Forum in Baltimore, MD. The conference begins August 7, 2016 and runs through August 10, 2016.

Task I: Attend all sessions of the 2016 ATSIP Traffic Records Forum.

<http://www.trafficrecordsforum.org/>

Time Frame: August 7, 2016 – August 10, 2016

Cost: Travel and Conference Attendance reimbursement, maximum of \$2,500.

Deliverable: 2016 ATSIP Traffic Records Forum attended. Summary report of highlights from the Traffic Records Forum and copy of MnDOT's travel report.

**3 Consideration and Payment**

- 3.1 The Department of Public Safety (DPS) will reimburse the Minnesota Department of Transportation (MnDOT) for allowable travel and attendance costs for one employee to attend the 2016 ATSIP Traffic Records Forum. Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations, which is attached and incorporated into this contract and labeled Exhibit A.
- 3.2 The total obligation for all compensation and reimbursements under this agreement will not exceed \$2,500.00.

**4. Conditions of Payment**

- 4.1. Services provided must be performed to the satisfaction of both parties' Authorized Representatives.
- 4.2. MnDOT must create and enter an invoice in SWIFT.
- 4.3. DPS will make payment using the bilateral netting process in SWIFT.

**5 Authorized Representatives**

5.1 MnDOT's Authorized Representative will be:  
Daniel DuHamel, Division Business Manager (or successor)  
Transportation Building, 395 John Ireland Blvd, MS 120  
St Paul, MN 55155  
651-366-3190  
Daniel.J.DuHamel@state.mn.us

5.2 DPS's Authorized Representative will be:  
Kathleen Haney, Traffic Records Coordinator  
Department of Public Safety  
445 Minnesota Street, Suite 150  
St Paul, MN 55155  
651-201-7664  
Kathleen.haney@state.mn.us

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

MnDOT Contract No.: 1026200

**DPS ENCUMBRANCE VERIFICATION**

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

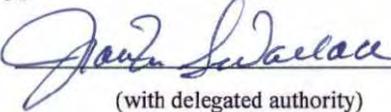
Signed: 

Date: 08/01/2016

SWIFT Contract (SC) ID No.: 119353

Purchase Order (PO) ID No.: 3MD42339

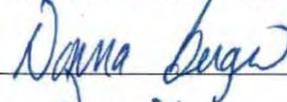
**MnDOT**

By:   
(with delegated authority)

Title: Assistant Division Director

Date: 8/1/2016

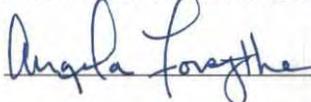
**DEPARTMENT OF PUBLIC SAFETY**

By: 

Title: Nucleon

Date: 8/1/2016

**MnDOT CONTRACT MANAGEMENT**

By: 

Date: 8/1/16

COMMISSIONERS TRAVEL PLAN

Out-of-state travel must be approved before expenses are incurred.

Reimbursable expenses may include, but are not limited to, the following:

Commercial transportation (airplane, taxi, bus, and rail) provided that no air transportation shall be by first class and that reimbursement for travel which includes more than one destination visited for State purposes and non-State purposes shall be in an amount equal to the cost of the air fare only to those destinations visited for State purposes. Receipts are required for all commercial transportation costs including cabs or hotel shuttles. Mileage to and from home or office and the airport. Long term parking at an airport is reimbursable with receipts.

Reimbursement for use of a personal automobile is the federal reimbursable rate (\$0.54 per mile – effective 1/1/2016). The total cost reimbursable if driving to a conference/meeting (including mileage, time, meals, and hotels) can be no more than the reasonable cost of flying to the event and must be approved prior to travel.

Parking fees and toll charges.

Hotel and airfare at actual costs with receipts. Charges must be reasonable and consistent with facilities available.

Reasonable costs and gratuities for baggage handling. Receipts required for fees for checking baggage.

Phone calls up to \$3.00 per day for personal calls and at actual cost for business calls.

Registration costs for conferences with receipt.

Meals including tax and a reasonable gratuity. Alcoholic beverages are not covered nor are meals provided as part of a conference fee. You will be reimbursed for meals under the following conditions:

1. Breakfast. Breakfast reimbursements may be claimed if leaving home before 6:00 AM or if away from home overnight.
2. Lunch. Lunch reimbursements may be claimed if in travel status more than 35 miles away from office or if away from home overnight.
3. Dinner. Dinner reimbursement may be claimed if you cannot return home until after 7:00 PM or are away from home overnight.

Reimbursement Meal Amounts. Except for the metropolitan areas listed below, the maximum daily reimbursement for meals including tax and gratuity shall be:

Breakfast	\$9.00
Lunch	11.00
Dinner	\$16.00
TOTAL	\$36.00

For the metropolitan areas of Atlanta, Baltimore, Boston, Chicago, Cleveland, Dallas, Denver, Detroit, Hartford, Houston, Los Angeles, Miami, New Orleans, New York City, Philadelphia, San Diego, San Francisco, Seattle and Washington DC, the maximum reimbursement including tax and gratuity shall be:

Breakfast	\$11.00
Lunch	\$13.00
Dinner	\$20.00
TOTAL	\$44.00

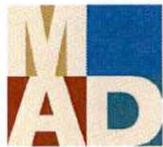
Costs related to rental of motor vehicles are usually not reimbursable expenses; specific reasoning behind and approval for reimbursement of such an expense must be obtained on the out-of-state travel authorization. Costs related to taxi cabs and other public transportation are not reimbursable unless their use is required to reach a meeting or conference site. For example, if you take a taxi or bus to a restaurant that fare is not reimbursable. Costs related to a double room rather than a single room are not reimbursable unless both occupants' expenses are being reimbursed. For example, if you bring your spouse, you are responsible for the difference in cost between a single and a double room.

MnDOT Contract No.: 1026200

Exhibit A

Rules for contractors, grantees, and employees are the same and complete information can be found at <http://dps-web.dps.state.mn.us/PubPortal/UploadedFiles/apm3060.pdf> and <http://www.admin.state.mn.us/fmr/documents/Policies%20&%20Procedures/Procurement-Expenditures/FMR-4C-01%20Employee%20Travel%20Expense.pdf>

MNDOT# 1026211



Management Analysis & Development

MAD Project Number: 2017-027
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES

Requesting Agency: MnDOT - Office of Freight & Commercial Vehicle Operations MAD Contact: Beth Bibus

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

Table with contract details: Agency: Minnesota Department of Transportation, Fiscal Year: 2017, Vendor Number: ID G100000000, Location 001, Total Amount of Contract: \$2,025.00, Amount of Contract First FY: \$2,025.00, Commodity Code: 80101500, Object Code, Amount.

Table with Accounting Distribution: Accounting Distribution 1, 2, and 3. Columns include Fund, Appr, Org/Sub, Rept Catg, and Amount.

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

Contract: 113342
Number/Date/Entry Initials
M. Hancy 7-29-16

Order: 3000 311786
Number/Date/Signatures
[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]

This is an agreement between the MnDOT - Office of Freight & Commercial Vehicle Operations (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide meeting design consultation and facilitation support as requested by the Governor's Rail Director.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: Beth Bibus      Requesting Agency: Daniel DuHamel

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

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

Up to 15 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division.  
The total amount the Division will invoice under this agreement shall not exceed \$2,025.00.

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

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

**4. Effective Dates:**

This agreement is effective July 25, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

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

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

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

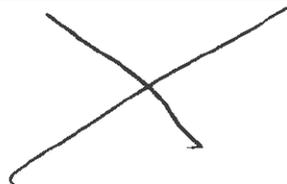
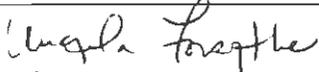
**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

<b>1. Requesting Agency</b>	<b>3. Management Analysis &amp; Development</b>
By:  Title: Assistant Director Long Term Services Date: 8/5/16	By:  Title:  Date: 
<b>3. MnDOT Contract Management</b>	
By:  Title: Contract Administrator Date: 8/5/16	See 3b

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

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

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

1. Requesting Agency	2. Management Analysis & Development
By: <i>see 3a</i>	By: <i>[Signature]</i>
Title:	Title: <i>Director</i>
Date:	Date: <i>8/2/14</i>

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** SPR CR16(001)

**Project Identification:** Office of the State Archaeologist (OSA) Portal Hosting

This Agreement is between the Minnesota Department of Transportation (MnDOT), Minnesota Department of Administration, Office of the State Archaeologist (OSA) and MN.IT Services (MN.IT), Minnesota Geospatial Information Office (MnGeo).

This agreement is funded in whole or in part with federal dollars from CFDA #20.205.

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 9085.
- 2.2 MnGeo, in cooperation with MnDOT and OSA, agrees to host and maintain the OSA web application developed under an existing interagency agreement, i.e. MnDOT Agreement No. 1002175 – P1726 Office of the State Archaeologist (OSA) Portal.
- 2.3 To facilitate continuous hosting and support, this agreement may be amended by the end of each fiscal year.

**3 Consideration and Payment**

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit A.  
*Costs are primarily based on published monthly fees issued through MN.IT's Managed Hosting service. The cost of hosting the OSA Portal product after the project is completed is the combined cost of monthly Production Virtual Services plus Shared Geodata Services and a Server Administration Fee. The cost of supporting the computing environment while the project is underway requires Managed Hosting Services for semi-secure Development and Testing virtual environments.*
- 3.2 MnGeo must submit invoices electronically for payment, using the format set forth in Exhibit B on a monthly basis.
  - MnGeo will invoice MnDOT and OSA directly.
  - Invoices will detail the total cost each invoice, and also identify the 80% MnDOT and the 20% OSA amounts due.
- 3.3 MnDOT will pay eighty percent of the total costs (up to \$16,000.00). OSA will pay twenty percent of the total costs (up to \$4,000). The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this Agreement will not exceed \$20,000.00.

**4 Conditions of Payment**

- 4.1 All services provided by MnGeo 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 MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 30 days of receipt of such invoice.
- 4.3 For MnDOT costs, MnGeo must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

**5.1 MnDOT's Authorized Representative will be:**

Name/Title: Melissa Brand (or his/her successor)  
Address: Minnesota Department of Transportation  
395 John Ireland Boulevard  
Consultant Services, Mail Stop 680  
St. Paul, Minnesota 55155  
Telephone: 651-366-4644  
E-Mail: [melissa.brand@state.mn.us](mailto:melissa.brand@state.mn.us)

**5.2 MnDOT's Project Manager will be:**

Name/Title: Michael Bergervoet (or his/her successor)  
Address: Minnesota Department of Transportation  
395 John Ireland Boulevard  
Cultural Services Section, Mail Stop 620  
St. Paul, Minnesota 55155  
Telephone: 651-366-3616  
E-Mail: [michael.bergervoet@state.mn.us](mailto:michael.bergervoet@state.mn.us)

**5.3 MN.IT's Authorized Representative will be:**

Name/Title: Chris Buse, Assistant Commissioner  
Address: Office of MN.IT Services  
Minnesota Geospatial Information Office  
658 Cedar Street  
St. Paul, Minnesota 55155  
Telephone: 651-201-1200  
E-Mail: [chris.buse@state.mn.us](mailto:chris.buse@state.mn.us)

**5.4 OSA's Authorized Representative will be:**

Name/Title: Laurie Beyer-Kropuenske, Director of Community Services  
Address: Minnesota Department of Administration  
Office of the Commissioner  
50 Sherburne Avenue  
St. Paul, Minnesota 55155  
Telephone: 651-201-2501  
E-Mail: [laurie.beyer-kropuenske@state.mn.us](mailto:laurie.beyer-kropuenske@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.** MnGeo 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, MnGeo 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.** MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oct/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oct/images/Std_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. MnGeo'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, MnGeo 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.

The balance of this page has been intentionally left blank.

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

Signed: [Signature]

Date: 9-2-16

SWIFT Contract (SC) ID No. 114673

Purchase Order (PO) ID No. 3000316408

**MnDOT**

By: [Signature]  
(with delegated authority)

Title: Asst Dir Director's Counsel for Gen

Date: 9/16/16

**MIN.IT\***

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

By: [Signature]

Title: CSO

Date: 9/2/16

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 9/14/16

**OSA\***

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

By: [Signature]

Title: Secretary of Comm Sew.

Date: 9/2/16

Environment	Tier	OS	VM Specs	VM Cost/Month	Add Storage (\$/.21/GB)	Storage Cost/Month	Backup GB (\$/.13/GB)	Backup cost/Month	Description/Justification	Total Cost/Month
DEV/TEST	App+Web	Win 2012	Med. 1 vCPU 4GB Ram	\$91	50GB	\$10.50	100GB	\$6.50	Hosts IIS/ArcGIS Server Raster Storage for MnModel Raster, and scanned Site And Survey docs.	\$108
DEV/TEST	Data	RHEL 7	Sm.	\$83	50GB	\$10.50	50GB	\$6.50	Postgres for OSA DB	\$100
									<b>DEV Subtotal</b>	<b>\$208</b>
PROD	App+Web	Win 2012	Lg. 2vCPU 8GB Ram	\$179	350GB	\$73.50	350GB	\$45.50	Site and Survey Reports Currently 150GB more will be added continually. Estimate total size needed for site photos, other uploads, and the MnModel Raster after it's been made higher resolution. = 200GB	\$298
PROD	Data	RHEL 7	Med. 1vCPU 6GB Ram	\$105	50GB	\$10.50	50GB	\$6.50	Postgres for OSA DB. ~50 records for sites and surveys. Spatial data that isn't in the gdw.	\$122
									<b>PROD Subtotal</b>	<b>\$420</b>
Use of Shared GDW									Use of Shared Geo Data Warehouse and Services.	\$15
Server Administration Fees.			6 hrs/month at \$110/hr		6	110				\$660
									<b>Application Hosting Cost</b>	<b>\$1,303</b>

**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_\_\_\_ %  
 Final Invoice?  Yes  No

**Invoice Instructions for Invoicing MnDOT:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1026262  
 Contract Expiration Date: June 30, 2017

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$20,000.00			
<b>Net Earnings Totals:</b>	<b>\$20,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

80% MnDOT Amount Due: \_\_\_\_\_  
 20% OSA Amount Due: \_\_\_\_\_

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
9085			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: **MN.IT Services – Minnesota Geospatial Information Office**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



**MAD Project Number: 2017-029**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: Department of Transportation, Transportation System Management  
 MAD Contact: Lisa Anderson

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

Agency:	Fiscal Year: 2017	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$18,360.00 ✓	Amount of Contract First FY: \$18,360.00 ✓	
Category Code: 80101500	Category Code:	Category Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790083	Appr:	Appr:
Dept ID: T7933680	Dept ID:	Dept ID:
Account Code: T16RD026	Account Code:	Account Code:
Amount: \$18,360.00 ✓	Amount:	Amount:

Processing Information: (Some entries may not apply.)    Begin Date: \_\_\_\_\_    End Date: 3-31-17 ✓

Contract: 11380  
 Number/Date/Entry Initials  
Rmt 88-16

Order: 3000313200  
 Number/Date/Signatures  
*[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]*

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

**1. Services to be Performed:**

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

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: Lisa Anderson Requesting Agency: Sheila Hatchell

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

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

Up to 136 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division.  
The total amount the Division will invoice under this agreement shall not exceed \$18,360.00.

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

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

**4. Effective Dates:**

This agreement is effective August 15, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until March 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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





Management  
Analysis  
& Development

# Proposal

## Minnesota Department of Transportation Library Survey of Customers and Potential Customers

**August 2016**

**Proposal prepared by:**

Lisa Anderson

651-259-3824

[lisa.anderson@state.mn.us](mailto:lisa.anderson@state.mn.us)

■ Minnesota Management & Budget, 203 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155  
Telephone: 651-259-3800 Fax: 651-797-1311 Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

## **Division director**

Kristin Batson

## **Assistant division director**

Beth Bibus

## **Contact information**

Telephone: 651-259-3800

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

Fax: 651-797-1311

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

Address: 203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

## **Management Analysis & Development**

Management Analysis & Development is Minnesota government's in-house fee-for-service management consulting group. We are in our 32<sup>nd</sup> year of helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state and federal government agencies and public institutions.

## **Alternative Formats**

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

## **Background**

As part of its strategic planning process, the Minnesota Department of Transportation (MnDOT) Library is seeking input from not only its current users, but also potential users, through a variety of methods including collecting information via its website, focus groups, one-to-one conversations, and surveys.

MnDOT has asked Management Analysis & Development (MAD) to conduct a survey of current MnDOT Library users and potential users of the MnDOT Library. The survey will gather information on which library services are most valuable and whether there are other valuable services that the library either does not currently offer or offers on a limited basis.

## **Products**

MAD will conduct the survey, analyze the data, and report findings and themes to the MnDOT Library. MAD will also provide graphics illustrating survey data for potential use in the library's strategic plan.

## **Activities, Timeline, and Project Costs**

The overall timeline for the project would be August 15, 2016(or when the interagency agreement is signed) through March 31, 2017. If the interagency agreement is not signed by August 22<sup>nd</sup>, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Project estimates by task are included in the Research Project Work Plan.

## **Documentation**

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

## **Client and Consultants**

The primary client contact would be Sheila Hatchell. The MAD project lead would be Lisa Anderson; other MAD consultants would also provide services to the client.

## **Client Responsibilities**

The client will work with MAD to develop and review the survey. The client will also provide lists of respondents, including email addresses, for both users and non-users.

## **Data Practices**

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report/deliverable would be public. Data on individuals (such as

interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

## **Billing and Cost Calculations**

Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



# Research Project Work Plan

<b>Project Title:</b>	<b>Survey of MnDOT Library Users and Potential Users</b>
<b>*MnDOT or LRRB Need Statement Number:</b>	
<b>*LRRB Knowledge Building Priority Number:</b>	<i>(if applicable)</i>
<b>Total Project Budget:</b>	<b>\$18,360</b>
<b>Total Project Duration:</b>	<b>August 2016 through March 2017</b>
<b>Public Agency Champion (state, county, city, or township employee):</b>	<b>Minnesota Department of Transportation</b>
<b>Key Words (for cataloging):</b>	<b>Library User/Nonuser Survey</b>
<b>Date Submitted:</b>	<b>August 4, 2016</b>

## 1. Project Team:

- **Principal Investigator:**  
 Name: Lisa Anderson  
 Position Title: Management Consultant  
 Organization/University: Minnesota Management & Budget, Management Analysis & Development  
 Phone: 651-259-3824  
 E-Mail: lisa.anderson@state.mn.us
  
- **Co-Investigator (if applicable):**  
 Name: Renee Raduenz  
 Position Title: Senior Management Consultant  
 Organization/University: Minnesota Management & Budget, Management Analysis & Development  
 Phone: 651-259-3814  
 E-Mail: renee.raduenz@state.mn.us
  
- **Subcontractor (if applicable; also see section 10):**  
 Name:  
 Organization:  
 Project Role:  
 Phone:  
 E-Mail:

## 2. Proposal Summary (Abstract) and Objective(s):

All MnDOT staff are potential users of library services to access history, background information, recent findings, etc. While some MnDOT staff have seized this opportunity, others have not. Additionally, technological advancements in information retrieval have changed how people use libraries. MnDOT has asked Management Analysis & Development (MAD) to conduct a survey of MnDOT staff who are library users and staff who are potential users to understand how the library might best serve their information needs.



# Research Project Work Plan

MAD will conduct the survey, analyze the data, and report findings, themes, and opportunities to the MnDOT Library. The library will include relevant information in its strategic plan and future planning.

### 3. How does this research benefit Minnesota taxpayers?

The MnDOT Library is a unique source for MnDOT staff as they complete their day-to-day work, plan projects or conduct research studies. The research will benefit current users who may not be aware of all the library services available or will benefit from new services recommended by the survey. Educating non-library users about available services and benefits of the library resources can potentially create new users whose work will benefit from the expertise of MnDOT librarians and the collections of the MnDOT Library, maximizing return-on-investment in the library and creating better outcomes for the work of library users.

### 4. Summary of Research Methodology (Scope):

MAD will survey MnDOT Library users to understand their needs and priorities as they pertain to the library's services and resources. MAD will also survey potential library users to understand where they are currently getting information, how that suits their needs, and what library resources or services would be most useful to them.

### 5. Tasks Descriptions, Durations, Scheduled Dates, and Key Milestones:

*Note to reviewers: Many of MAD's tasks and deliverables will take less than one month to compile and will, thus, overlap with other tasks. For additional information on tasks and deliverables, please see the attached proposal.*

#### Task 1:

**Description:** MAD will refine questions from existing survey for MnDOT Library users and develop survey questions for nonusers with assistance from MnDOT staff and TAP approval

**Anticipated Start Date:** August 1, 2016, or upon contract approval

**Scheduled date to submit draft deliverable:** By September 30, 2016

**Scheduled date for final task approval:** October 31, 2016 (*MAD's understanding is this would take up to two weeks. MAD intends to send the survey tool in September*)

**Duration:** 1 month including the TAP review and comment period

**Deliverable:** Survey tool

#### Task 2: Administer survey and compile preliminary findings for MnDOT Library

**Description:** MAD will administer the survey to users and potential users, manage email bounces and provide technical assistance to respondents. Once the survey closes, MAD will develop high-level preliminary findings and opportunities for the MnDOT Library, so they may move forward with strategic planning based on the survey data.

**Anticipated Start Date:** August 1, 2016

**Scheduled Date to Submit Draft Report:** November 30, 2016

**Schedule Date for Final Report Approval:** January 31, 2017



# Research Project Work Plan

**Duration:** 2 months including TAP review, discussion, and PI revisions

**Deliverables:** Draft of preliminary findings

**Task 3:** Compile Report, and present to the Technical Advisory Panel for Review and Revisions.

**Description:** A draft report will be prepared, following MnDOT Research publication guidelines, to document project activities, findings and recommendations. This report will need to be reviewed by the Technical Advisory Panel (TAP), updated by the MAD Principal Investigator to incorporate technical comments, and then submitted to the TAP for final approval, before this task is considered complete. MAD will lead a TAP meeting to discuss the draft report and review comments.

*Note to Reviewers: The report will include graphic representations of the survey data and follow MnDOT Research publishing guidelines. Graphics will be supplied in a format that could be inserted into the final library strategic plan. Additionally, since the survey findings will be used for the larger MnDOT Library strategic planning effort, MAD therefore does not intend to publish results.*

**Anticipated Start Date:** October 1, 2016

**Scheduled Date to Submit Draft Report:** December, 2016

**Schedule Date for Final Report Approval:** February 28, 2017

**Duration:** 2 months including TAP review, discussion, and PI revisions

**Deliverables:** A Draft Report and Final Report Approved for Publication

**Task 4: Editorial Review and Publication of Final Report**

**Description:** During this task the Approved Report will be processed by MnDOT's Contract Editors. The editors will review the document to ensure it meets the publication standard. This task must be completed within the Contract time because the editors will provide editorial comments and request information from the MAD Principal Investigator.

**Scheduled Start Date:** November 1, 2016

**Scheduled End Date:** March 31, 2017

**Duration:** 2 months (required)

**Deliverables:** Final Published Report

## Key Milestones:

Key Milestones	Target Date	Description
1. TAP approval of survey tool	September 19 <sup>th</sup>	Anticipated time for TAP review is one to two weeks.
2. Survey closed	October 24 <sup>th</sup>	Survey is expected to be open for about three weeks, but this could change based on response to invitations.
5. Final summary delivered to client	November 28 <sup>th</sup>	Detailed survey findings may take four weeks to compile and are subject to MnDOT input

## 6. Budget Details:

*Note to reviewers: Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. (See page 3 of attached proposal for more information). This figure*



# Research Project Work Plan

includes salary, fringe benefits, and other incidentals (i.e., survey software license, data analysis tools, overhead costs, and printing costs).

An activities-based budget that illustrates the estimated cost per activity can be found in the attached proposal on page 1.

BUDGET BY LINE ITEM	Description	Estimated hours	Budget (Round to nearest dollar)
<b>Hourly reimbursement (includes salary, fringe, and non-salary)</b>			\$
Lisa Anderson, Management Consultant	MAD fee of \$135 per hour	(Renee and Lisa expect to work a combined 136 hours)	
Renee Raduenz, Senior Management Consultant	MAD fee of \$135 per hour	(Renee and Lisa expect to work a combined 136 hours)	
<b>Fringe Benefits (included in figure above)</b>			\$
<b>Non-Salary (included in figure above)</b>			
<b>Subconsultants<sup>1</sup></b>	<b>0</b>		<b>\$0</b>
<b>Total Direct Costs</b>	MAD fee of \$135 per hour	136	<b>\$18,360</b>
<b>Indirect Costs</b>	Indirect Cost Rate: 0		<b>\$0</b>
<b>TOTAL</b>			<b>\$18,360</b>

<sup>1</sup> cost for non-academic sub-consultants cannot exceed 50% of the total proposal budget

## 7. Budget Justification

No additional equipment or travel is anticipated.

## 8. Overview of Project Schedule and Budget:

Months	-3	-2	-1	1	2	3	4	5	6	7	8	9	10	11	.	.	n	Budget
Contract <sup>1</sup>		X	X															
Task 1				X	X	X												\$6,480
Task 2				X	X	X	X	X	X									\$4,860
Task 3						X	X	X	X	X								\$5,400
Task 4							X	X	X	X	X							\$1,620
<b>TOTAL: \$18,360</b>																		



# Research Project Work Plan

<sup>1</sup> It takes roughly 10 to 12 weeks for a work plan to be processed. Please allow three months from the date of the pre-contract TAP meeting before your desired start date for contract processing

## 9. Fiscal Year Funding Split:

Fiscal Year	Timeframe	List tasks according to scheduled completion dates	Budget
FY16	7/1/2015 – 6/30/2016		\$
FY17	7/1/2016 – 6/30/2017	All tasks completed in FY17	\$18,360
FY18	7/1/2017 – 6/30/2018		\$
FY19	7/1/2018 – 6/30/2019		\$
<b>TOTAL</b>			<b>\$18,360</b>

*Before you proceed, please review the totals from sections 6, 8 and 9 to confirm they match!*

## 10. Subcontractor Information

MAD will not need a subcontractor for this project.

## 11. Administrative Requirements:

A work order will be issued under the terms and conditions of the Master Contract between the State of Minnesota and the University. The proposal submitted to MnDOT must comply with the terms and conditions of the Master Contract. It is understood that PIs, through the University Authorized Representative for the Master Contract, are aware of the Master Contract requirements for budgeting, quarterly progress reporting, final deliverables, invoicing, reimbursement of travel expenses and payments. A copy of the Master Contract can be obtained from your Office of the Sponsored Projects or Program Administration or from your contracting office.

For the Minnesota State College and University System – a work order will be issued under the terms and conditions of the Interagency Agreement between MnDOT and the University.

In addition, it is expected that the PIs will make themselves available to meet with MnDOT Research Services staff, if necessary, to formally review the project progress on semi-annual basis. In most cases this will occur if the project falls behind schedule. PIs shall prepare necessary documentation and information to facilitate meaningful project reviews.

**As an entity of the State of Minnesota, the language above does not apply to MAD.**

## 12. Matching Funds, In-Kind or other Contributions:

There will be no matching funds, in-kind or other contributions.

## 13. Intellectual Property/Trade Secret Information:

Data collected is covered by Minnesota Statute 13.64 and is therefore retained by Management Analysis & Development. See page 2 of the attached proposal for more information.



# Research Project Work Plan

## 14. Agency Assistance (MnDOT or other):

MnDOT Library staff and MnDOT Library Strategic Plan Project Consultant (Kathleen Bedor) will work with MAD to develop and review the survey. Staff will also provide lists of respondents, including email addresses, for both users and non-users.

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** 8817(077)  
**State Project Number (SP):** 8816-2544  
**Project Identification:** OJT Support Services

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Employment and Economic Development (“DEED”).

This agreement is funded in whole or in part with federal dollars from CFDA #20.215.

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 September 30, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibit A “Statement of Work”, Exhibit B “Budget”, and Exhibit C “Invoice Form” are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 6221.
- 2.2 DEED will perform the tasks and provide the deliverables described in Exhibit A. Training focuses must be in highway heavy construction and graduates must be placed with contractors that perform on MnDOT projects.

**3 Consideration and Payment**

- 3.1 DEED will be paid on a lump sum according to the breakdown of costs as detailed in Exhibit B.
- 3.2 DEED must submit invoices electronically for payment, using the format set forth in Exhibit C.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DEED under this Agreement not to exceed \$ 504,000.00.

**4 Conditions of Payment**

- 4.1 All services provided by DEED 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 DEED invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DEED within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DEED within 30 days of receipt of such invoice.
- 4.3 DEED must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

- 5.1 MnDOT’s Authorized Representative will be:
  - Name/Title: D. Kimberly Collins, Director or her successor.
  - Address: 395 John Ireland Boulevard, Mail Stop 170  
Saint Paul, MN 55155-1899
  - Telephone: 651-366-3150
  - E-Mail: [kim.collins@state.mn.us](mailto:kim.collins@state.mn.us)



## 5.2 MnDOT's Project Manager will be:

Name/Title: Mayjoua Ly, or her successor.  
 Address: 395 John Ireland Boulevard, Mail Stop 170  
 Saint Paul, MN 55155-1899  
 Telephone: 651-366-3323  
 E-Mail: mayjoua.ly@state.mn.us

## 5.3 OTHER AGENCY's Authorized Representative will be:

Name/Title: Luis Brown-Pena, State Program Administrator Supervisor  
 Address: DEED, Ramsey County Workforce Center  
 St. Paul Job Service  
 540 Fairview Avenue North  
 St. Paul, MN 55104  
 Telephone: 651-642-0696  
 E-Mail: luis.brown-pena@state.mn.us

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** DEED 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, DEED 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.** DEED agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](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. DEED'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, DEED 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.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: Ken Parsons

Date: 11/4/2016

SWIFT Contract (SC) ID No. 116975

Purchase Order (PO) ID No. 3000326223

**MnDOT**

By: Kimberly Collins  
(with delegated authority)

Title: DIRECTOR, OFFICE OF CIVIL RIGHTS

Date: 10-27-2016

**Minnesota Department of Employment and Economic Development MnDOT CONTRACT MANAGEMENT**

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

By: David V. Wraam

Title: Staff Director

Date: 10/26/16

By: Ryan Paulk

Date: 11/16/16

**EXHIBIT A  
STATEMENT OF WORK**

**1. Services to be Performed by DEED:**

**Description of Services:** DEED is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, contracting with community based organizations, ensuring contract compliance and reporting deliverables.

**Scope of Work and Deliverables**

1.1 The program will be using the ACT's National Career Certificate (NCRC) at the silver level as the screening tool for prospective trainees and use Workforce One to document trainees' enrollment information and support services provided under the program. DEED is responsible to train the selected grantees' staff on Workforce One system, application form, screening tool and processes. These staffs are responsible for recruitment and assessing of the prospective training program candidates and for management of each trainee's case. Applicants who have completed a MnDOT sponsored training program, those who are currently enrolled in an apprentice program or those who are at journey level status may not qualify as eligible program participants.

**Deliverable:**

- a) DEED will provide the MnDOT Project Manager with an application and screening process for prospective OJT/SS trainees. This application and process will be implemented by the selected community based organizations in order to recruit and screen high quality prospective candidates. It will also be used to help identify barriers to each candidate's employment, such as; drug or alcohol problems, problems with the criminal justice system, difficulty with basic math and reading comprehension. Staff will also assess the applicants previous work history, education, and training, to better identify quality applicants for this training program.
    - First draft by **November 21, 2016**
    - Final draft – 25 days following the submission of the first draft
  - b) DEED will train all community based organizations' staff on Workforce One system, application, screening tool and processes. Document attendance (i.e. staff names, organization, title, date of trainings).
- 1.2 DEED will develop a Request for Proposal (RFP) intended to solicit Community Based Organizations (CBOs) to provide marketing, recruitment, screening, support services and case management for minority, women and disadvantage individuals, for MnDOT's Highway Heavy On-the-Job Training Program. Scope of work and deliverable for the RFP must include, but not limit to the following:

1.2.1 Grantee will develop marketing and recruitment strategies that will target minority and women candidates to participate in a highway heavy trades training program. Marketing and recruitment efforts must be sufficient to yield no less than 50 candidates. Marketing materials will be provided by DEED.

**Deliverable:** Documentation of marketing and recruitment plan. Documentation must contain methods used to recruit candidates including, but not limited to the following: radio ads, television ads, social media, information sessions, print media, email, places of worship, and high schools. Grantee must submit marketing and recruitment plan to MnDOT Project Manager for review and approval.

1.2.2 Grantee will implement "the screening process" developed and provided by DEED for candidates recruited for the training program. Grantee will assess candidates for existing and/or potential issues or barriers to employment opportunities that have been identified during the recruitment and screening phase. Where issues or barriers have been identified, the grantee will also document a strategy to address identified barriers and a time table for completion of strategic goals.

**Deliverable:** Documentation in the form of a case file for candidates selected to participate in the

OJT/SS training program. Screened candidate records must be maintained in Workforce One system, including: name, gender, ethnicity, supporting documentation (i.e.: proof of valid driver's license, High School Diploma/GED, etc.), candidate assessment including date of assessment, all potential barriers and, if applicable, strategic remedial plan. List must include a- minimum of 50 candidates and must be submitted to DEED. A panel of reviewers consisting of the MnDOT Project Manager, a DEED representative, a Trades Associations representative and Contractors' representative(s) will review and approve candidates for admission to the training.

- 1.2.3 Grantee will establish a relationship with a financial institution to create a Supportive Services Fund that will be funded with monies from MnDOT's highway heavy OJT/SS funds. These funds will be utilized to help address identified barriers to employment opportunities for recruited candidates and/or retention of On-the-Job Trainees employed with highway-heavy contractors that work on MnDOT construction projects. MnDOT will establish clear and transparent utilization criteria for the funds that will include, but will not be limited to the following categories: skills training, child care, transportation to work sites, and tools and safety equipment. When applicable, this will require the grantee to coordinate efforts with an employer and/or trade union representative.

**Deliverable:** Documentation of relationship with financial institution must be provided to DEED and submitted from DEED to MnDOT Project Manager. Grantee will identify 2 designated individuals that will have signing authority to access Supportive Service funds. Grantee must provide complete and accurate documentation, including receipts, in regards to fund utilization including the specific use of the funds, the name of the trainee receiving funds and an acknowledgement, signed by the trainee, that the funds were received. This documentation must be provided to DEED and submitted by DEED to the MnDOT Project Manager within 10 days of issuing supportive service funds to a trainee (directly or indirectly). Grantee will be subject to repayment of any funds that are not utilized DEED and/or for approved support activities and services.

- 1.2.4 Grantee will place 50 graduates into Highway Heavy Construction jobs.

**Deliverable:** Grantee to provide employer-originated and signed documentation verifying job placements, wages earned, hours worked, and trade classification. Employer-signed retention reports/statements shall also be included. In addition, these document must be entered on Workforce One system.

Quarterly Reports must be submitted by Grantee to DEED. Report must include a project breakdown of number of applicants screened and rejected, minority status, number of placements, names of placement companies, types of job classification employer placement, wage received, hours spent on placing applicants and activities identified (e.g. coaching, career counseling etc.).

- 1.2.5 Grantee will provide follow-up support for recruited candidates and trainees placed with highway heavy contractors. Initial follow-up for placed trainees must occur within 7-10 days of placement with a contractor to gauge the progress of the trainee and to identify any existing or potential issues encountered by the trainee during the first week of employment. When applicable the grantee must coordinate these efforts with trade union representatives. Grantee must establish a relationship with the foreman/superintendent/mentor or other contractor personnel responsible for supervision and/or training for the candidate while they are on the job in order to facilitate communication regarding the progress, success or issues related to the employment and retention of the trainee.

**Deliverable:** Documentation of all follow-up support activities, including notes from conversations with the trainee and contractor representative. The dates, location(s), manner of contact with the trainee, and the name of contractor representative with whom a relationship has been established for this purpose must be provided to the MnDOT Project Manager for each trainee working with a highway heavy contractor. This documentation must be placed on the Workforce One system.

- 1.2.6 Grantee will provide case management services for each candidate recruited for this project/program.

Case Management begins with an assessment for candidates to help identify any existing or potential issues/barriers encountered by the candidate. The grantee must also provide on-going support for recruited candidates to address any identified deficiencies and provide access to resources and technical assistance designed to prepare a candidate for employment and retention in the highway heavy trades. Grantee will provide case management and support services and Post-graduation placement activities for at least 50 trainees. These services will also include job search assistance, job retention follow-up reports (for duration of 30 months). Covered services may include: post-placement emergency job transition funds for gas money, car repairs, and child care up to the participant's receipt of his/her first paycheck, construction clothing and shoes, basic construction tools, other items related to and needed to complete this training, seek out, and be retained in gainful employment. Categorical and total fiscal limits of support services shall be determined and shall not be exceeded.

- 1.2.7 To ensure overall quality of program graduates and to encourage graduate employment retention as proprietary program goals, grantee will be awarded a bonus for each graduate attaining 250 contiguous hours highway construction employment with a MnDOT highway construction project employer. Grantee will be awarded a bonus for each graduate attaining 750 contiguous hours highway construction employment with a MnDOT highway construction project employer. Bonus amounts shall be determined and will be awarded commensurate with grantee providing necessary proofs of employment.

**Deliverable:** Create and maintain a case file on Workforce One system for each candidate recruited for this project/program. The file must include an assessment for the candidate and any and all activities performed by the grantee and trainee related to training, supportive services, placement and employment, including dates, times and any related notes, as well as current employment status and wages. Documentation will verify case management and support services were provided for at least 65 trainees. A "Lessons Learned" document will be provided to the MnDOT Project Manager at the end of the project/program or at a time identified by the MnDOT Project Manager.

**DEED's Deliverable:**

- Draft RFP for MnDOT to review **45 days** after the execution of the contract.
- Vendor(s) selected and shared with MnDOT **65 days** after draft RFP submitted.
- Provide a staff training plan by **December 30, 2016**.
- Report program progress quarterly to MnDOT in a specified reporting format from MnDOT.

- 1.3 DEED will conduct Orientation for prospective recruits and their support system such as parents, spouses, significant others, mentors or other identified support for candidates.

**Deliverable:**

- a) DEED will develop and deliver an initial orientation program for prospective trainees. This orientation will cover at a minimum what the expectations are related to a career in the highway heavy construction trades. This will be used to assure that participants know what is involved in highway heavy road work, and determine that the candidate is qualified specifically, in highway heavy road work. The orientation must include speakers that include former/current trainees and/or apprentices, highway heavy contractors and trade union representatives. Grantee must ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry in order to support the candidate during training and employment.

- First draft of Program Orientation to share with MnDOT Project Manager, community based organizations, Trades Associations and Contractors by **December 10, 2016**
- Final draft of Program Orientation by **December 30, 2016**. It must include how DEED will engage candidates and incorporate their support system into the program to ensure the success of trainees.

- 1.4 Conduct enrollment into Training Program. DEED will organize a panel review committee consisting of the MnDOT Project Manager, Construction Trade Association representative(s) and Contractor representative(s) to review candidates recruited and recommended for consideration by community based organizations and to make determinations as to what candidates will be admitted into the Training Program.

**Deliverable:**

- a) Establish a panel review committee consisting of the partners mentioned above – document the panel members' name and the entity they represent.
- b) A list of students to participate in the Training Program will be delivered to MnDOT Project Manager. The list must include: Name of student, gender, ethnicity, and referral source.

- 1.5 DEED will produce marketing materials in consultation with community based organizations and MnDOT for program recruitment efforts. DEED shall exercise final determination of applicability and suitability of materials.

**Deliverable:**

- Final draft by **December 30, 2016**.

- 1.6 DEED will provide project management and oversight to the CBOs providing support service and case management to program participants; and will coordinate among all partners to ensure program goals are achieved.

**Deliverable:** Document meetings and discussion topic areas; grantees monitoring activities and relative findings; including any issues that may arise from the partnership. This information must be included as part of the quarterly reporting and final report provided to MnDOT.

- 1.7 DEED will report quarterly to MnDOT on program progresses of CBOs, DEED's activities and progress made relative to stated program goals and objectives.

**Deliverable:** Provide quarterly report to MnDOT. Format for the report will be provided by MnDOT.

- 1.8 DEED shall contract training vendors to deliver highway construction training seminars to include, as topics: industry related mathematics – measurements, distance, area, volume; industry terminologies; safety training including OSHA-30 Certification; basic hand and power tool use; identification of proprietary highway construction equipment and practices; temporary traffic control (MnDOT Flagger) training; nutritional and physical preparedness/wellness and conditioning; basic training to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work; orientation to highway construction, industry norms and culture via union and employer representatives; industry specific job search techniques and resources, interviewing skills and job retention. Training to include, at a minimum, construction lectures, videos, extensive hands-on equipment use lessons, actual subject presenters, and knowledge/skills training to facilitate program graduates to effectively and safely function in a highway construction environment. Classes shall be delivered over 4 to 5 weeks and shall encompass 20 to 25 6 to 7 hour days. Program participants shall be graduated by April 30, 2017.

**Deliverable:** Provide copies of course itinerary, attendance verifications and applicable certifications to MnDOT.

- 1.9 To enforce efficiency, smooth operations, and effectiveness in the management, direction, coordination and success of the project, DEED shall factor and provide DEED employees Luis Brown-Pena and Curt Sammann to perform as Special Projects General Manager (PT) and Special Projects Senior Manager/Coordinator (FT), respectively.

**Deliverable:** DEED employees shall provide monthly billings/invoices of project-specific salaries.

## EXHIBIT B PROGRAM BUDGET

### 35W/Lake Street Reconstruction Project Annual Administrative Budget

	Spec Projects	Mgr/Sup	Employ & Train Prog Spec 2	Total
Salary		\$62,625.00	\$40,810.00	\$103,453.00
Fringe, 12%		7,515.00	4,897.00	12,412.00
Indirect- 10%		6,263.00	4,081.00	10,344.00
*Non Pers. Costs, 20%		12,525.00	8,162.00	20,687.00
Marketing				7,000.00
Travel & mileage				2,300.00
NCRC, 80x\$75.00				6,000.00
Contracted Services (with CBO'S				222,197.00
Workforce One				4,559.00
Enrollment & Program Orientation				10,000.00
Equipment Rental & Fuel				9,000.00
Graduation & Job Fair				3,000.00
Contract to Manage & Administer SS Fund				11,400.00
Application & Curriculum Development				9,388.00
Training Materials & Supplies				24,260.00
Classroom training delivery & Instructors				48,000.00
			Total	\$504,000.00

#### Program Budget Item Details

Salary, Fringe, Indirect, Non Pers Costs – as declared

Marketing – the development, distribution and coordination of program marketing materials; the aligning of CBO participation with program materials; program marketing/advertising via media

Travel and Mileage – assigned to project-affiliated DEED staff/principals in program marketing, liaison development, project monitoring

NCRC, 80x\$75 – costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments for determining candidate fit

Contracted Services with CBOs – for achieving CBO-based candidate recruitment; participant case management and occupational placement, support services in facilitating candidate participation in training, placement and employment retention; CBO bonuses for documented participant employment retention. Delegation of funding among these integrals approximated as follows: Recruitment/screening – 25%; case management – 30%; placement/supportive services – 30%; employment retention bonuses – 15%

Workforce One – shared access (Deed, CBOs) database for reports and case management activities

Enrollment and Program Orientation – assigned to develop/deliver an initial pre-enrollment occupational/industry orientation for prospective trainees and families and shall encompass those specifics in Item 1.3 of the agreement

Equipment Rental and Fuel – targeted to training vendors and training subcontractors for equipment rental/fuel used for hands-on/practical/crafts training/demonstrations

Graduation and Job Fair – targeted to formal program graduation/closure procedures; OSHA/Flagger certifications; hosting and coordinating graduate-dedicated career job fair

Contract to Manage and Administer SS Fund – to be delivered in adherence to Item 1.2.3 of agreement and with an understanding of certain implicit administrative functions to be shared by DEED and CBOs

Application and Curriculum Development - targeted to DEED staff/principal development of distributable application, protocol, screening and curriculum materials and templates; DEED training of CBO agents in use and deployment of Workforce One, recruitment materials, applications and interviewing/screening methodologies

Training Materials and Supplies – targeted to construction company vendors/contractors for additional/supplementary materials/facilities/supplies beyond those designated as equipment/fuel

Classroom Training Delivery and Instructors – targeted to those entities contracted for providing training sites and instructors for delivering general curricula, OSHA training/certification, Flagger training/certification, industry orientations, and crafts training

**INVOICE NO.** \_\_\_\_\_  
 Final Invoice?  Yes  No

**Invoice Instructions:**

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [mayjoua.ly@state.mn.us](mailto:mayjoua.ly@state.mn.us)

MnDOT Contract No. \_\_\_\_\_  
 Contract Expiration Date: \_\_\_\_\_  
 SP Number: \_\_\_\_\_ TH Number: \_\_\_\_\_

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1.	\$			
2.	\$			
3.	\$			
4.	\$			
5.	\$			
<b>Net Earnings Totals:</b>	<b>\$</b>			
<b>Total Amount Due This Invoice:</b>				

Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
XXXX			
XXXX			
XXXX			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Grantee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

Master Contract 1026303

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Transportation and Employment and Economic Development (DEED).

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* September 7, 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:* September 9, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

Minnesota Business First Stop streamlines the development process for complex business startups, expansions or relocations that involve financing, licensing, permitting, and regulatory issues that overlap multiple state agencies. The Team is managed by the Department of Employment and Economic Development and includes the following state agencies: Commerce, Division of Energy Resources, Natural Resources, Transportation, Labor and Industry, Revenue, Pollution Control Agency, Agriculture, and the Iron Range Resources and Rehabilitation.

The Commissioners on Wheels (COWS) is a state-wide tour that begins in St. Paul and travels to Worthington, Luverne, Morris, Moorhead, and returns to St. Paul. The tour provides these Agency commissioners a first-hand view of the Team's collaborative efforts and successes for the State and businesses.

This Agreement is a commitment to share the expenses of the tour. See Exhibit A for the tour budget and Exhibit B for the tour schedule, which is incorporated into this Agreement.

**3 Consideration and Payment**

As the lead Agency, DEED will manage the logistics, expend funds for the costs of the tour, and will invoice the partnering agency for reimbursement of their portion of the tour.

Total obligation for the Commissioners on Wheels (COWS) state-wide tour is an estimated \$14,128.32.

DEED will invoice the partnering agency no more than \$1,000.00 for actual costs incurred.

The payment is to be made to DEED using the applicable vendor number:  
B220000000 Location: 001

The total obligation of the partnering agency for all reimbursements to DEED under this agreement will not exceed \$1,000.00.

**4 Conditions of Payment**

All services provided by DEED under this agreement must be performed to the partnering Agency commissioner's satisfaction, as determined at the sole discretion of said commissioner.

**5 Authorized Representative**

DEED's Authorized Representative is Christine Pribbernow, Event Planner, 332 Minnesota Street, Suite B200, St. Paul, MN 55101, 651-259-7442, or her successor.

Transportation's Authorized Representative is Commissioner Charlie Zelle, 395 John Ireland Blvd., St. Paul, MN 55155, 651-296-3000.

**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.45 and 16C.03.*

Signed: [Signature]  
Date: 8-18-16  
3000314717

**2. Minnesota Department of Transportation**

By: [Signature]  
(With delegated authority)  
Title: Asst Commissioner, Corporate Services  
Date: 8-18-16

**3. Minnesota Department of Employment and Economic Development**

By: [Signature]  
(with delegated authority)  
Title: Deputy Cmsr  
Date: 8/22/16

Mn/DOT Contract Management

[Signature]

# EXHIBIT A

**Economy in Motion**  
**COMMISSIONERS**  
**ON WHEELS**



Tentative Budget 2016

<b>Airplane</b>				
MN DOT	\$ 3,672.00	St. Paul to Worthington	\$ 408.00	per agency
<b>Bus</b>				
Bus	\$ 2,700.00	56 Passenger, bathroom.	\$ 300.00	per agency
Driver Hotels	\$ 202.16		\$ 27.35	per agency
Driver Meals	\$ 74.00		\$ 8.23	per agency
<b>Snacks</b>	\$ 100.00		\$ 11.12	per agency
<b>Marketing</b>	\$ 200.00		\$ 22.23	per agency
<b>Event Planners &amp; Photographer</b>				
Meals	\$ 222.00		\$ 24.67	per agency
Lodging	\$ 606.48		\$ 67.39	per agency
<b>Meals</b>	\$ 1,702.00	Included in interagency agreement, estimated 23 people/9 agencies. Excludes event planners, photographer and bus driver.	\$ 189.12	per agency
<b>Hotel Total</b>	\$ 4,649.68	Excluded in interagency agreement for an estimated 23 people from 9 agencies. Excludes event planners, photographer and bus driver.	\$ 202.16	Individual Credit Card

Estimated Interagency Costs	\$	868.99
Estimated Each Agency Total (including Hotel Costs)	\$	1,071.15
Estimated Grand Total	\$	14,128.32

7/29/2016

2016  
**Economy in Motion**  
**COMMISSIONERS**  
**ON WHEELS**



*Focus on Water, Energy and Agriculture*  
**EXHIBIT B**

**Wednesday, September 7, 2016**

<b>Time</b>	<b>Activity</b>	<b>Transportation</b>	<b>Location</b>	<b>Notes</b>
6:30 am	Staff (Not Fliers) Leave Vehicles & Board Bus at <b>MnDOT Aeronautics Parking Lot</b>	Bus	Staff only: park/leave vehicles 9/7-9/9.  <b>222 Plato Boulevard East St. Paul, MN</b>	<ul style="list-style-type: none"> <li>▪ MnDOT Aeronautics building has a big, easily accessible lot and there is no cost to park.</li> <li>▪ <b>Those flying (Commissioners, Kari,) can leave vehicles at Signature Air Support for the duration of the tour 9/7 – 9/9/16.</b></li> </ul>
6:30 am - 11:15 am	Staff riding bus connect	Bus	Signature Airlines - St. Paul Holman Field	<ul style="list-style-type: none"> <li>▪ <b>Commissioners give their luggage to staff to load on the Tour Bus.</b></li> <li>▪ Staff will connect in Luverne.</li> </ul>
<b>Flyers check-in at Signature Air Support NLT 6:45 am</b>	<b>Signature Air Support</b> Flight from St. Paul to Worthington	State Airplanes.	St. Paul Holman Field <b>Signature Air Support 515 Eaton Street</b>  Wheels up at 7 am.	<ul style="list-style-type: none"> <li>▪ Nine Commissioners, Lt. Governor and assistant (to be invited), Kari Howe.</li> <li>▪ Overnight bags will go on bus with staff.</li> <li>▪ All who will fly will park at Signature Air Support.</li> </ul>
6:30 am – 7:00 am	Tour Welcome		Signature Air Support - Conf .room	<ul style="list-style-type: none"> <li>▪ MnDOT welcome.</li> </ul>
7:00 am - 8:30 am	Flight Departure			<ul style="list-style-type: none"> <li>▪ <b><u>Actual flight time is approx. 1 Hour.</u></b></li> <li>▪ <b>Fly over wind generation on Buffalo Ridge - Need extra 15 minutes in flight.</b></li> </ul>
8:30 am - 8:45 am	Arrive in Worthington	State Airplanes & MnDOT Vehicles.	Worthington Municipal Airport 1698 Airport Road N Worthington, MN	<ul style="list-style-type: none"> <li>▪ Travel within Worthington.</li> <li>▪ MnDOT D7 District Engineer Greg Ous providing ground transportation from airport to Luverne, where group meets up with MBFS Tour Bus at 11 a.m.</li> </ul>

Itinerary as of July 29, 2016– FOR INTERNAL DISTRIBUTION ONLY.

2016  
**Economy in Motion**  
**COMMISSIONERS**  
**ON WHEELS**



*Focus on Water, Energy and Agriculture*  
**EXHIBIT B**

<b>Time</b>	<b>Activity</b>	<b>Transportation</b>	<b>Location</b>	<b>Notes</b>
<b>8:45 am - 10:15 am</b>	Visit Worthington	MnDOT Vehicles.	Prairie Holdings Group 1525 Bioscience Dr. Worthington, MN	<ul style="list-style-type: none"> <li>▪ Prairie Holdings.</li> <li>▪ Merial.</li> <li>▪ Grazix.</li> <li>▪ Bioverse.</li> <li>▪ Veterinary Medical Center.</li> <li>▪ Pheasants Forever/DNR.</li> <li>▪ Biotech Advancement Center &amp; Bioscience Park.</li> <li>▪ JSB.</li> </ul>
<b>10:15 am - 10:50 am</b>	Travel from Worthington to Luverne	MnDOT Vehicles.	Travel to Luverne.	<ul style="list-style-type: none"> <li>▪ MnDOT DE / drivers to share D7 Transportation Insights on drive.</li> <li>▪ <b>E-Mail and Phone Time Available.</b></li> </ul>
<b>11:00 am - 11:15 am</b>	Connect with Bus		Luverne, MN.	<ul style="list-style-type: none"> <li>▪ Staff from bus connect with group that flew.</li> </ul>
<b>11:00 am – 12:30 pm</b>	Lunch in Luverne		Sterling's Café and Grille 105 E Main Street Luverne, MN	<ul style="list-style-type: none"> <li>▪ Ag Express</li> <li>▪ Schwartz Farms</li> <li>▪ Take 16 Brewery</li> <li>▪ Great Plains Processing</li> <li>▪ New Vision Expansion</li> <li>▪ City People</li> <li>▪ Gevo</li> <li>▪ LIFT</li> <li>▪ Magnolia</li> <li>▪ Rock County Rural Water</li> </ul>

Itinerary as of July 29, 2016– FOR INTERNAL DISTRIBUTION ONLY.

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*Focus on Water, Energy and Agriculture*  
**EXHIBIT B**

<b>Time</b>	<b>Activity</b>	<b>Transportation</b>	<b>Location</b>	<b>Notes</b>
12:30 pm – 1:00 pm	Travel from Luverne to Pipestone	Bus	Travel	<ul style="list-style-type: none"> <li>▪ <b>E-Mail and Phone Time Available.</b></li> </ul>
1:00 pm – 2:00 pm	Visit Pipestone		Juhl Energy Development, Inc. 1502 17 <sup>th</sup> St. SE Pipestone, MN	<ul style="list-style-type: none"> <li>▪ Ag Chemicals.</li> </ul>
2:00 pm – 3:00 pm	Travel from Pipestone to Marshall	Bus	Travel	<ul style="list-style-type: none"> <li>▪ MnDOT DE Jon Huseby: Transportation Insights.</li> <li>▪ <b>E-Mail and Phone Time Available</b></li> </ul>
3:00 pm – 4:00 pm	Visit Marshall		Marshall	<ul style="list-style-type: none"> <li>▪ Visit to The Schwan Food Company.</li> </ul>
4:00 pm - 4:30 pm	Travel from Marshall to Granite Falls	Bus	Granite Falls	<ul style="list-style-type: none"> <li>▪ <b>E-Mail and Phone Time Available.</b></li> </ul>
4:30 pm – 5:00 pm	Visit Granite Falls		Granite Falls Upper Sioux Wastewater Treatment Plant 100 Lakeside Avenue Granite Falls, MN	<ul style="list-style-type: none"> <li>▪ Tour: Upper Sioux Indian Community Chairman Kevin Jensvold &amp; MnDOT Tribal Liaison Ed Fairbanks.</li> </ul>
5:00 pm - 5:45 pm	Travel from Granite Falls to Willmar	Bus		<ul style="list-style-type: none"> <li>▪ MnDOT DE Jon Huseby: Freight &amp; Other.</li> <li>▪ <b>E-Mail and Phone Time Available.</b></li> </ul>
5:45 pm - 6:15 pm	Check-In to Hotel		Country Inn and Suites 201 28 <sup>th</sup> Ave. SE Willmar, MN	<ul style="list-style-type: none"> <li>▪ Check-in and freshen up.</li> </ul>
6:15 pm - 6:30 pm	Hotel to Dinner	Bus	Travel	<ul style="list-style-type: none"> <li>▪ Country Inn and Suites to Restaurant/Dinner Site.</li> </ul>

Itinerary as of July 29, 2016– FOR INTERNAL DISTRIBUTION ONLY.

2016  
**Economy in Motion**  
**COMMISSIONERS**  
**ON WHEELS**



*Focus on Water, Energy and Agriculture*  
**EXHIBIT B**

<b>Time</b>	<b>Activity</b>	<b>Transportation</b>	<b>Location</b>	<b>Notes</b>
<b>6:30 pm - 8:30 pm</b>	Dinner in Willmar		MinnWest Technology Campus 1700 Technology Dr. NE Suite 101 Willmar, MN	<ul style="list-style-type: none"> <li>▪ Dinner in the auditorium.</li> <li>▪ MnDOT District 8 DE Jon Huseby—Transportation &amp; the Economy tied to Energy, Ag, and Water.</li> <li>▪ Ethanol Plant (Granite Falls).</li> <li>▪ Rembrandt.</li> <li>▪ Jennie-O.</li> <li>▪ Southern MN Companies.</li> <li>▪ MN Cattleman's Association/DNR.</li> </ul>
<b>8:30 pm</b>	Return to hotel		Country Inn and Suites 201 28 <sup>th</sup> Ave. SE Willmar, MN	<ul style="list-style-type: none"> <li>▪ Country Inn and Suites, Overnight.</li> </ul>

2016  
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**ON WHEELS**



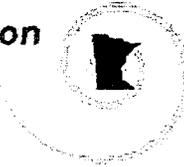
*Focus on Water, Energy and Agriculture*  
**EXHIBIT B**

**Thursday, September 8, 2016**

<b>Time</b>	<b>Activity</b>	<b>Transportation</b>	<b>Location</b>	<b>Notes</b>
<b>6:15 am – 7:00 am</b>	Breakfast.		Country Inn & Suites.	<ul style="list-style-type: none"> <li>▪ Continental breakfast at hotel.</li> </ul>
<b>7:00 am - 7:30 am</b>	Travel from Willmar to Benson	Bus	Travel	<ul style="list-style-type: none"> <li>▪ Travel to/stop by Willmar Wye (Site of \$10 million federal TIGER grant) / Industrial Park Expansion.</li> <li>▪ MnDOT DE Jon Huseby to discuss en route.</li> </ul>
<b>7:30 am - 8:30 am</b>	Visit Benson		Benson Power 900 Industry Drive Benson, MN	<ul style="list-style-type: none"> <li>▪ 15-min. Safety Video.</li> <li>▪ Group to split in two and tour with GM or Maintenance.</li> </ul>
<b>8:30 am - 9:30 am</b>	Visit Benson		Chippewa Valley Ethanol Company 270 20 <sup>th</sup> St. NW Benson, MN	<ul style="list-style-type: none"> <li>▪ Across the road from Benson Power.</li> <li>▪ Visit &amp; Tour.</li> </ul>
<b>9:30 am – 10:00 am</b>	Travel from Benson to Riverview, LLP	Bus	Travel	<ul style="list-style-type: none"> <li>▪ <b>E-Mail and Phone Time Available.</b></li> </ul>
<b>10:00 am – 11:00 am</b>	Visit Riverview		Riverview, LLP 26406 470 <sup>th</sup> Ave. Morris, MN	<ul style="list-style-type: none"> <li>▪ Agronomy, beef, construction, dairy.</li> </ul>
<b>11:00 am - 11:15 am</b>	Travel from Riverview to Morris		Travel	<ul style="list-style-type: none"> <li>▪ MnDOT D4 DE Jody Martinson: Transportation Improvements. (5-10 mins.).</li> </ul>

Itinerary as of July 29, 2016– FOR INTERNAL DISTRIBUTION ONLY.

2016  
**Economy in Motion**  
**COMMISSIONERS**  
**ON WHEELS**



*Focus on Water, Energy and Agriculture*  
**EXHIBIT B**

Time	Activity	Transportation	Location	Notes
11:15 am – 1:00 pm	Lunch in Morris		University of Minnesota Morris 600 East 4 <sup>th</sup> Street Morris, MN	<ul style="list-style-type: none"> <li>▪ Dutch treat for invitees / Tour.</li> <li>▪ Rob Sip- Dept. of Ag. Tiling / Water.</li> <li>▪ Micah Zeltwanger, CEO - Superior Industries.</li> <li>▪ Doug Huebsch, Otter Tail County Commissioner - on International Ag, etc.</li> </ul>
1:00 pm - 1:45 pm	Travel from Morris to Graceville	Bus	Travel	<ul style="list-style-type: none"> <li>▪ MnDOT D4 DE Jody Martinson: Freight &amp; Transportation Insights (5-10 mins.).</li> <li>▪ <b>E-Mail and Phone Time Available.</b></li> </ul>
1:45 pm - 2:15 pm	Visit Graceville, Wheaton-Dumont Co-op Elevator's Graceville Grain Terminal		Intersection of Hwys. 28 & 75.	<ul style="list-style-type: none"> <li>▪ Tour- newer unit train loading facility.</li> <li>▪ Bob Zelenka- Exec. Director- Minnesota Grain and Feed Association.</li> <li>▪ Joining will be Co-op Board President Vaughn Maudal and GM Phil Deal.</li> </ul>
2:15 pm – 3:00 pm	Travel from Wheaton to Breckenridge	Bus	Travel	<ul style="list-style-type: none"> <li>▪ <b>E-Mail and Phone Time Available.</b></li> </ul>
3:00 pm - 3:30 pm	Visit Breckenridge		North Ottawa	<ul style="list-style-type: none"> <li>▪ Learn about North Ottawa- Bois de Sioux Watershed District- floodwaters and wildlife benefits.</li> </ul>
3:30 pm - 4:15 pm	Travel from Breckenridge to Hotel	Bus	Travel	<ul style="list-style-type: none"> <li>▪ <b>E-Mail and Phone Time Available.</b></li> </ul>
4:15 pm - 5:15 pm	Check-In to Hotel		Courtyard By Marriott 1080 28 <sup>th</sup> Ave. S Moorhead, MN	<ul style="list-style-type: none"> <li>▪ Check-in and freshen up.</li> </ul>

Itinerary as of July 29, 2016– FOR INTERNAL DISTRIBUTION ONLY.

2016  
**Economy in Motion**  
**COMMISSIONERS**  
**ON WHEELS**



*Focus on Water, Energy and Agriculture*  
**EXHIBIT B**

Time	Activity	Transportation	Location	Notes
5:15 pm - 5:30 pm	Hotel to Dinner	Bus	Travel	<ul style="list-style-type: none"> <li>▪ TBD</li> </ul>
5:30 pm – 8:00 pm	Dinner in Moorhead		TBD	<ul style="list-style-type: none"> <li>▪ MnDOT D4 DE Jody Martinson - Transportation Role / Economic Impacts re: Energy, Ag &amp; Water. (10 mins.)</li> <li>▪ Flood Reduction &amp; Recovery Presentation.</li> <li>▪ President of the EDC- Jim Gartin.</li> <li>▪ Mayor Del Rae Williams.</li> <li>▪ Interim City Manager - David Schmidt.</li> <li>▪ Moorhead public utilities- Bill Schwandt.</li> <li>▪ Ottertail Power rep.</li> <li>▪ Clay County Commissioner- Grant Weyland.</li> <li>▪ Clay County Administrator – Brian Berg.</li> <li>▪ President of American Crystal Sugar- David Berg/Tom Astrup.</li> <li>▪ Chamber of Commerce- Craig Whitney.</li> <li>▪ Anheuser Busch- Alan Slatter.</li> <li>▪ Someone to talk about flood and recovery.</li> <li>▪ White Earth Nation Prairie Land Restoration.</li> <li>▪ Monsanto rep.</li> <li>▪ Chair of Moorhead ED- Jim Steen.</li> <li>▪ Moorhead City Council.</li> <li>▪ EDA Executive Committee.</li> <li>▪ Other EDA Board Members.</li> <li>▪ Sponsorship WSB offered.</li> </ul>
8:00 pm	Return to hotel	Bus	Courtyard By Marriott 1080 28 <sup>th</sup> Ave. S Moorhead, MN	<ul style="list-style-type: none"> <li>▪ Courtyard by Marriott Moorhead, Overnight.</li> </ul>

Itinerary as of July 29, 2016– FOR INTERNAL DISTRIBUTION ONLY.

2016  
**Economy in Motion**  
**COMMISSIONERS**  
**ON WHEELS**



*Focus on Water, Energy and Agriculture*  
**EXHIBIT B**

**Friday, September 9, 2016**

<b>Time</b>	<b>Activity</b>	<b>Transportation</b>	<b>Location</b>	<b>Notes</b>
7:00 am - 7:30 am	Breakfast		Courtyard by Marriott	<ul style="list-style-type: none"> <li>▪ Breakfast at hotel (Starbucks).</li> <li>▪ Check out of hotel and bring luggage on staff bus.</li> </ul>
7:30 am - 7:45 am		Bus		<ul style="list-style-type: none"> <li>▪ MnDOT to discuss/show video demo at grade rail separations. Crude oil, ag shipments and community impacts.</li> </ul>
7:45 am - 8:45 am	Meeting & Tour with RDO		RDO 2900 SE Main Ave. Moorhead, MN 56560	<ul style="list-style-type: none"> <li>▪ Ron Offutt, President.</li> <li>▪ Tour.</li> </ul>
8:45 am - 9:00 am	Travel to Busch Agricultural Resources	Bus		<ul style="list-style-type: none"> <li>▪ <b>E-Mail and Phone Time Available.</b></li> </ul>
9:00 am - 10:00 am	Meeting & Tour with Anheuser Busch		Anheuser Busch 2101 26 <sup>th</sup> St. S Moorhead, MN	<ul style="list-style-type: none"> <li>▪ Grain Elevator</li> </ul>
10:00 am - 10:15 am	Travel to American Crystal Sugar	Bus		<ul style="list-style-type: none"> <li>▪ <b>E-Mail and Phone Time Available.</b></li> </ul>
10:15 am - 11:45 am	Meeting & Tour with American Crystal Sugar		American Crystal Sugar Company 101 3 <sup>rd</sup> St. N Moorhead, MN	<ul style="list-style-type: none"> <li>▪ Tour.</li> <li>▪ Bring a change of clothes for after the tour.</li> </ul>
11:45 am	Return to St. Paul	Bus	Travel	<ul style="list-style-type: none"> <li>▪ <b>Box lunches for all.</b></li> <li>▪ MBFS - Going Forward.</li> </ul>

Itinerary as of July 29, 2016– FOR INTERNAL DISTRIBUTION ONLY.

STATE OF MINNESOTA  
**OFFICE OF THE ATTORNEY GENERAL**

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TO: BETSY PARKER  
Department of Transportation

DATE: June 25, 2015

FROM: CHRISTIE B. ELLER *CBE*  
Deputy Attorney General  
445 Minnesota St., #1800  
St. Paul, Minnesota 55101-2134

PHONE: (651) 757-1440  
FAX: (651) 297-1235  
TTY: (651) 282-2525

SUBJECT: **Interagency Agreement**

Enclosed please find a fully executed original of the interagency agreement between the Department of Transportation and the Attorney General's Office for fiscal year 2016.

If you have any questions about this agreement, please feel free to contact me. I would appreciate it if you would distribute a copy to anyone in your agency you feel should have one.

Thank you.

Enclosure

cc: Ray Smith, Director of Finance (w/original encl.)  
Pat Gallatin, Docketing Unit Supervisor (w/encl.)

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT BETWEEN  
MINNESOTA ATTORNEY GENERAL'S OFFICE AND  
THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
FY 2016**

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

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

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

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

1. **Scope:** The Department agrees to transfer to the Attorney General's Office ("AGO") in FY 2016 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 based on hourly rates of \$129.00 for attorney services and \$71.00 for legal assistant and investigator services.
2. **Provision of Services:** The AGO will provide legal services to the Department in accordance with Minnesota Statutes section 8.06, except those duties, if any, delegated to Department personnel or provided by outside counsel under section 8.06. The scope of legal services to be provided include all matters pertaining to the Department's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, 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 the Department.
3. **Availability:** Upon request, the Attorney General agrees to make her representative(s) available to meet with the Department to review priorities for legal services. AGO staff will provide a written periodic report identifying and describing the status of all cases handled by AGO, showing any change in the status of each case since the last report. It is understood that the Department wishes to have a monthly report and that the AGO will do its best to provide a more or less monthly report. This requirement will not apply to eminent domain cases.
4. **Terms of Payment:** The Department shall process payments to the AGO for legal services provided to it. The payments will be based on monthly billings for actual services provided at the rates agreed upon in paragraph 1 of this Agreement.

12. **Authorized Agent:** The authorized agent of the AGO for purposes of this Agreement is Ray Smith, Director of Finance. The Department's authorized agent for purposes of negotiating amendments to this agreement is Betsy Parker. The Department's authorized agent for payments under this Agreement is Tracy Hatch.

**APPROVED:**

**DEPARTMENT OF TRANSPORTATION**

**OFFICE OF THE ATTORNEY GENERAL**

By: Tracy Hatch

By: Charles L. Elle

Title: Deputy Commissioner

Title: Deputy Attorney General

Date: 6.24.15

Date: 6-26-15

MINN DOT  
Contract # 1026484

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Transportation and Employment and Economic Development (DEED).

**Agreement**

**1 Term of Agreement**

1.1 *Effective date:* September 7, 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:* September 9, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

Minnesota Business First Stop streamlines the development process for complex business startups, expansions or relocations that involve financing, licensing, permitting, and regulatory issues that overlap multiple state agencies. The Team is managed by the Department of Employment and Economic Development and includes the following state agencies: Commerce, Division of Energy Resources, Natural Resources, Transportation, Labor and Industry, Revenue, Pollution Control Agency, Agriculture, and the Iron Range Resources and Rehabilitation.

The Commissioners on Wheels (COWS) is a state-wide tour that begins in St. Paul and travels to Worthington, Luverne, Morris, Moorhead, and returns to St. Paul. The tour provides these Agency commissioners a first-hand view of the Team's collaborative efforts and successes for the State and businesses.

This Agreement is a commitment to share the expenses of Lt. Governor Smith and two staff members to attend the tour. Lt. Governor Smith and two staff will fly with the Commissioners on day one and will continue to use one state airplane the remainder of her trip.

**3 Consideration and Payment**

As the lead Agency, DEED will manage the logistics, expend funds for the costs of the tour, and will invoice the partnering agency for reimbursement of their portion of the tour for Lt. Governor Smith and two of her staff to attend.

Total obligation for the Commissioners on Wheels (COWS) tour for Lt. Governor Smith and two staff members is an estimated \$9,000.00.

DEED will invoice the partnering agency no more than \$1,000.00 for actual costs incurred.

The payment is to be made to DEED using the applicable vendor number:  
**B2200000000** Location: **001**

The total obligation of the partnering agency for all reimbursements to DEED under this agreement will not exceed \$1,000.00.

**4 Conditions of Payment**

All services provided by DEED under this agreement must be performed to the partnering Agency commissioner's satisfaction, as determined at the sole discretion of said commissioner.

**5 Authorized Representative**

DEED's Authorized Representative is Christine Pribbernow, Event Planner, 332 Minnesota Street, Suite E200, St. Paul, MN 55101, 651-259-7442, or her successor.

Transportation's Authorized Representative is Commissioner Charlie Zelle, 395 John Ireland Blvd., St. Paul, MN 55155, 651-296-3000.

**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: [Signature]

Date: 8-30-16

SSC # 114705      3-316614

**2. Minnesota Department of Transportation**

By: [Signature]  
(With delegated authority)

Title: Asst Commissioner, Corporate Services

Date: 8-31-16

**3. Minnesota Department of Employment and Economic Development**

By: [Signature]  
(with delegated authority)

Title: Deputy Cmsr

Date: 8/31/16

MnDOT agreement #  
1026536



September 8, 2016

Mr. William Everett  
Everett & VanderWeil, PLLP  
100 Center Drive  
Buffalo, MN 55313

Dear Bill:

This is to confirm our recent conversation that Minnesota Management & Budget has retained you as an investigator for a sensitive employee misconduct investigation at the Department of Transportation (MnDOT). It is understood that we will pay you \$160.00 per hour for your services. Your contact person with MnDOT will be Jodi Mathiason at (651)366-3404.

If during the course of this investigation you discover that you have prior knowledge of individuals related to this matter, please contact me immediately.

In addition, please don't hesitate to contact me for any other reason. Thank you.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Laura J. Davis".

Laura J. Davis  
Labor Relations Division  
651.259-3740

cc: Jodi Mathiason

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation (MnDOT) [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

**1. Term of Agreement**

1.1 *Effective date: September 8, 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: 90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2. Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3. Consideration and Payment**

An hourly rate of \$160.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4. Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5. Authorized Representative**

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is **Jodi Mathiason** or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is **Carolyn Trevis** or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**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.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: R. Hancy

Date: 9-8-16

#115042 #3000317814

**2. MINNESOTA MANAGEMENT & BUDGET**

By: D. Mj  
(With delegated authority)

Title: CFO

Date: 9-8-16

**3. DEPARTMENT OF TRANSPORTATION**

By: [Signature]

(with delegated authority)

Title: Assistant Director of Infrastructure

Date: 9/8/16

Minnesota Department of Transportation  
Contract Management

By: Ryan Faulk

Date: 9/8/2016

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Archibus Mobile Framework Implementation Project**

This agreement is between the Minnesota Department of Administration and the Minnesota Department of Transportation.

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* **September 25, 2016**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* **June 30, 2017**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

The purpose of this agreement is to formalize the Department of Transportation's commitment to provide funds to share in the cost of the Archibus Mobile Framework Module project to be fiscally managed by the Department of Administration. This project is a multi-agency project. Currently state agencies with custodial control of real property manage their property utilizing the Archibus system. Implementation of the Archibus Mobile Framework Module will allow staff to manage state property in the field through data entry directly into Archibus by field staff who will be able gather real property information on facility condition, work completed and work needed, preventative maintenance, and equipment status and other real property information while in the field.

This module eliminates the need to use a hand held device or to manually collect information that must later be transferred into Archibus when staff are in the office. Implementation of the Archibus Mobile Framework allows field staff to directly input data into Archibus resulting in improved productivity, savings and efficiency in managing State property.

Enterprise Real Property agency members established an Archibus Mobile Framework work group to develop a work plan for the mobile framework implementation. Participating agencies worked together to develop specific requirements based on business needs and will continue to work together through implementation. Participating agencies include the Departments of Administration, Corrections, Human Services, Natural Resources, Transportation, and Veterans Affairs.

**3 Consideration and Payment**

The total obligation of the Department of Transportation for all compensation and reimbursements to the Department of Administration under this agreement will not exceed Twenty Two Thousand Six Hundred Seventy Five and no/100 dollars (\$22,675.00).

**4 Conditions of Payment**

- 4.1 The Department of Administration will invoice the Department of Transportation the amount specified in Section 3 of this agreement.

4.2 The Department of Administration agrees to serve as the fiscal manager for this agreement. Funds will be deposited in the Enterprise Real Property Technology System Account as authorized in Minn. Stat. § 16B.242 and will be budgeted for the project described in Section 2 for the term of the agreement.

**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 Termination**

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

**8 Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Interagency Agreement. The Department of Transportation's Authorized Representative is Dr. Ernest Lloyd, MnDOT Office of Maintenance. The Department of Administration's Authorized Representative is Bey Kroiss.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: R. Henry

Date: 11-7-16

117430 | 3000 326204

**2. Department of Transportation**

By: Suzanne M. Svensson  
(With delegated authority)

Title: Project Delivery Engineer

Date: Nov 7, 2016

MnDOT Contract Management

[Signature] Nov 8, 2016

**3. Department of Administration**

By: A Roberts-Owens  
(with delegated authority)

Title: Assistant Commissioner

Date: 11.08.2016

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Employment & Economic Development (“DEED”) and Transportation (“DOT”).

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* October 29, 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:* October 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

State of Minnesota Cabinet Level Agencies are hosting a State Career Fair on October 29, 2016 from 10 – 4 p.m. DEED will act as the Executive Sponsor, Fiscal Agent, and dedicate staff resources to the planning of the State Career Fair. DOT will participate in the State Career Fair, this includes contributing monetarily to the cost of the State Career Fair and providing staff at the DOT agency booth and where possible, other staff to assist on the day of the event.

For DOT’s participation fee, the agency will receive the following:

- A table for your agency at the career fair
- One custom tablecloth with your agency logo using the new State of Minnesota brand
- Save-the-date templates to send to your listservs
- The ability to hold onsite interviews (if applicable)
- Continental Breakfast and lunch for your agency representatives on the day at the event
- The ability to meet people, promote your agency, and build your own contact list for recruiting

**3 Consideration and Payment**

The cost of DOT’s participation in the State Career Fair is \$1400.

The total obligation of DOT for all compensation and reimbursements to DEED under this agreement will not exceed \$1400.

DEED will invoice DOT promptly.

**4 Conditions of Payment**

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

**5 Authorized Representative**

DEED’s Authorized Representative is Blake Chaffee, Deputy Commissioner, 1<sup>st</sup> National Bank Building, 332 Minnesota Street, St. Paul, MN 55101, 651-259-7161, or his successor.

DOT's Authorized Representative is Tracy Hatch, Deputy Commissioner, 395 John Ireland Boulevard, M.S. 120, Saint Paul, MN, 55155-1800, 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. DEED will take the lead on purchasing a liability rider for the day of the event.

**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. DOT ENCUMBRANCE VERIFICATION**

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

Signed:                     *Sam Buhl*                    

Date:                     9-26-16                      
                    P.O. 3000320201                    

**3. Department of Employment & Economic Development**

By:                     *TRC*                      
                    (with delegated authority)                    

Title: Deputy Commissioner

Date:                     9/27/16                    

**2. Department of Transportation**

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

Title:                     Asst Commissioner, Corporate Services                    

Date:                     9-26-16                    

Mn/DOT Contract Management

                    *[Signature]*                      
                    9-26-16

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Executive Director of the Minnesota State Retirement System, 60 Empire Drive, St. Paul, Minnesota 55103-3000 ("MSRS"), and the Minnesota Department of Transportation, 395 John Ireland Blvd, Suite 200, St. Paul, MN 55155-1899 ("MnDOT").

**AGREEMENT**

**1. Term of Agreement**

- 1.1. *Effective date:* October 11, 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:* November 10, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

DOT shares an interest in the outcome of the forensic analysis performed by Department of Human Services (DHS) employees working in behalf of MSRS against a computer workstation located at MSRS. As such, MnDOT agrees to reimburse MSRS for one half (1/2) the costs. Exhibit 1, which is attached and incorporated into this agreement, describes the services performed by the DHS team and their associated fees. MSRS will share any deliverables arising out of the work with MnDOT.

**3. Consideration and Payment**

The total obligation of MnDOT for all compensation and reimbursements to MSRS under this agreement will not exceed \$3,000.00 (Three Thousand Dollars).

**4. Conditions of Payment**

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

**5. Authorized Representatives**

*MSRS's Authorized Representative is:*

Tim Rekow, Chief Financial Officer  
Minnesota State Retirement System  
60 Empire Drive, Suite 300  
St. Paul, Minnesota 55103-3000  
Email: tlm.rekow@msrs.us,  
Phone: 651-284-7819

*MnDOT's Authorized Representative is:*

Jodi Mathiason, Human Resources Director  
Minnesota Department of Transportation  
395 John Ireland Blvd, Suite 200  
St. Paul, MN 55155-1899  
Email: jodi.mathiason@state.mn.us  
Phone: 651-366-3404

6. **Payment**

MnDOT will promptly pay MSRS after MSRS presents an Itemized Invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: One time.

Invoices will include:

- Name of Authorized Representative at MnDOT
- Name of Authorized Representative at MSRS
- Contract Dollar Amount
- SWIFT Contract Number
- Purchase Order Number

7. **Amendments**

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

8. **Liability**

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

9. **Termination**

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

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: Sue Butko

Date: 10-24-16

SWIFT Contract (SC) ID No.: 116688

Purchase Order (PO) ID No.: 3000324305

MnDOT

By: Sue Butko

(with delegated authority)

Title Asst. Commissioner

Date: 10-24-16

**MSRS\***

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

By: David M. Ben

Title: CFO

Date: 10/20/16

**MnDOT CONTRACT MANAGEMENT**

By: Roger Hauke

Date: 11/29/16



## Inter-agency Request for State Employee Services

This AGREEMENT is entered into this 28th day of September, 2016, by and between Minnesota State Retirement System (requesting agency) and Human Services (DHS) (home department). The parties hereto agree as follows:

1. DHS (home department) agrees that it shall provide Scott A. Stillman (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):

Assist agency representatives with the identification and forensically sound collection and analysis of digital media to include a report on findings. The project may require testifying under-oath at related hearings or legal proceedings.

3. Employee Information: Scott A. Stillman 01117020  
Name Employee ID Number

ITS-4 0 01093371 \$47.58  
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 Sept 28, 2016 thru (and including) July 1, 2017.

<p><b>For Minnesota Management &amp; Budget Only</b></p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p> <p>Approved by: _____ Name Date</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management &amp; Budget.</p>	<p><b>Payment Information</b></p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>Fund <u>7260</u> Financial Dept ID <u>66231000</u> Appropriation ID _____ Statewide Cost <u>NA</u> <u>6627001</u> (Check One)</p> <p><input checked="" type="checkbox"/> Direct Payment at a rate of <u>\$47.58</u> per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$_____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$_____.</p>
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In CONSIDERATION for the performance of the tasks set out above Minnesota State Retirement System (requesting agency) shall pay Scott A. Stillman (employee name) an amount not to exceed \$2000.

**Approvals**

[Signature] 10/21/16  
Requesting Agency, by Date

[Signature] 9/28/16  
Service Agency, by Date

[Signature] 9/28/2016  
Employee Signature Date



## Inter-agency Request for State Employee Services

This AGREEMENT is entered into this 28th day of September, 2016, by and between Minnesota Department of Transportation (requesting agency) and Human Services (DHS) (home department). The parties hereto agree as follows:

1. DHS (home department) agrees that it shall provide Alicia J. Odland (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):

Assist agency representatives with the identification and forensically sound collection and analysis of digital media to include a report on findings. The project may require testifying under oath at related hearings or legal proceedings.

3. Employee Information: Alicia J. Odland 01172054  
Name Employee ID Number  
Management Analyst-2 0  
Present Job Classification (title and class code) Appt. No. 01116162 \$26.06  
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 Sept 28, 2016 thru (and including) July 1, 2017.

<p><b>For Minnesota Management &amp; Budget Only</b></p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p> <p>Approved by: _____ Name Date</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management &amp; Budget.</p>	<p><b>Payment Information</b></p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>Fund _____ Financial Dept ID _____ Appropriation ID _____ Statewide Cost _____</p> <p>(Check One)</p> <p><input checked="" type="checkbox"/> Direct Payment at a rate of <u>\$26.06</u> per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$_____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$_____.</p>
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In CONSIDERATION for the performance of the tasks set out above Minnesota Department of Transportation (requesting agency) shall pay Alicia J. Odland (employee name) an amount not to exceed \$2000.

**Approvals**

[Signature] 10-4-16  
Requesting Agency, by Date  
[Signature] 9/28/16  
Sending Agency, by Date

[Signature] 9/28/16  
Employee Signature Date



# Inter-agency Request for State Employee Services

This AGREEMENT is entered into this 28th day of September, 2016, by and between Minnesota Department of Transportation (requesting agency) and Human Services (DHS) (home department). The parties hereto agree as follows:

1. DHS (home department) agrees that it shall provide Donald "Bill" Hughes (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):

Assist agency representatives with the identification and forensically sound collection and analysis of digital media to include a report on findings. The project may require testifying under oath at related hearings or legal proceedings.

3. Employee Information: Donald "Bill" Hughes 01177609  
Name Employee ID Number

ITS-3 0 01102735 \$42.69  
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 Sept 28, 2016 thru (and including) July 1, 2017.

<p><b>For Minnesota Management &amp; Budget Only</b></p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p>  <p>Approved by: _____ Name Date</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management &amp; Budget.</p>	<p><b>Payment Information</b></p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>Fund _____ Financial Dept ID _____ Appropriation ID _____ Statewide Cost _____</p> <p>(Check One)</p> <p><input checked="" type="checkbox"/> Direct Payment at a rate of <u>\$42.69</u> per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$_____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$_____.</p>
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In CONSIDERATION for the performance of the tasks set out above Minnesota Department of Transportation (requesting agency) shall pay Donald "Bill" Hughes (employee name) an amount not to exceed \$2000.

**Approvals**

[Signature] 10.4.16  
Requesting Agency, by Date

[Signature] 9/28/16  
Service Agency, by Date

Donald W. Hughes 9/28/16  
Employee Signature Date

<b>STATE OF MINNESOTA ENCUMBRANCE WORKSHEET</b>	MnDOT Agreement No.	1026824
	Federal Project No.	
	State Project No.	

AGREEMENT TYPE (Check appropriately)		State Accounting Information	AMENDMENT INFORMATION	
<input type="checkbox"/>	Annual Plan Agreement (APK)	Swift Contract (SC) ID #:	Amendment	Yes or No
<input type="checkbox"/>	Work Order Agreement (MWK)	116688	If yes:	
<input type="checkbox"/>	• T-Number:	Purchase Order (PO) ID #:	<input type="checkbox"/>	Amend expiration date
<input type="checkbox"/>	• SC #:	3000324305	<input type="checkbox"/>	Change Total Contract Amount
X	Interagency (LAK)	Encumbered by:	Amendment Amount	\$000,000.00
<input type="checkbox"/>	Partnership	SAB		
<input type="checkbox"/>	• Receivable	Date:		
<input type="checkbox"/>	• Payable	10-24-16		
<input type="checkbox"/>	Other Contract Type (PTK)			

Agency	Fiscal Year	Vendor ID: G620000000
TRANSPORTATION	20## 2017	SWIFT Vendor ID Number
Total Contract Amount:		Amount of Contract for Current FY:
\$3,000.00 ✓		\$000,000.00

Accounting Line 1: Funds to be paid directly to MSRS		Accounting Line 2:		Accounting Line 3:	
Fund Code:	2700	Fund Code:		Fund Code:	
Fin. Dept.:	T7923160 32160	Fin. Dept.:		Fin. Dept.:	
Approp ID:	T7900068	Approp ID:		Approp ID:	
Category:		Category:		Category:	
Account :		Account :		Account :	
Project:	T0003440	Project:		Project:	
Source Type:	0028	Source Type:		Source Type:	
Amount to Encumber:	\$3,000.00	Amount to Encumber:		Amount to Encumber:	

Agreement Start Date (Upon execution)	Agreement Expiration Date	Contract Administrator
October 11, 2016	November 10, 2016	Tim Rekow – MSRS 651-248-7819 Jodi Mathiason – MnDOT 651-366-3404

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Management and Budget (MMB), 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, and Minnesota Department of Transportation (MnDOT), 222 East Plato Blvd., Saint Paul, MN 55107.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** October 10, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

Enterprise Learning and Development (ELD), a unit of MMB, is to provide facilitation of a half-day *Myers-Briggs Type Indicator (MBTI)* workshop, up to two *Introduction to Type and Leadership* booklets, up to eight *Introduction to Type and Teams* booklets, and up to 40 *MBTI* assessments. The *MBTI* workshop is scheduled to take place on November 14, 2016, from 8:30 AM – 1:00 PM, at 222 East Plato Blvd., Saint Paul MN.

In addition, ELD is to provide facilitation of a half-day workshop titled *Strengths-Based Approach to Work*, and up to five *Theme Insights* card decks. The date, time, and location of this workshop has yet to be determined.

MnDOT is to purchase one *StrengthsFinder* book for each participant to attend the *Strengths-Based Approach to Work* workshop from source other than ELD. MnDOT is also to provide the book to the participants, as well as have them complete the assessment, prior to the date of the *Strengths-Based Approach to Work* workshop.

(In unforeseen circumstances, the date(s), time(s) and/or location(s) may be subject to change.)

**3 Consideration and Payment**

ELD will invoice no more than monthly for services and materials actually provided as per the breakdown of costs listed below. Invoices are sent directly from SWIFT to [17901accountspayable.dot@state.mn.us](mailto:17901accountspayable.dot@state.mn.us). MnDOT is to pay within 30 days of receipt of invoice.

Deliverables	Cost	Quantity	Subtotal (not to exceed)
<i>MBTI</i> workshop	\$1,405.00	1	\$1,405.00
<i>Introduction to Type and Leadership</i> booklets	\$18.23/booklet (\$15.45+18% ELD admin fee)	Up to 2	\$36.46
<i>Introduction to Type and Teams</i> booklets	\$18.23/booklet (\$15.45+18% ELD admin fee)	Up to 8	\$145.84
<i>MBTI</i> assessments	\$19.59/assessment (\$16.60+18% ELD admin fee)	Up to 40	\$783.60
<i>Strengths-Based Approach to Work</i> workshop	\$1,405.00	1	\$1,405.00
Theme Insights card decks	\$11.80/card deck (\$10.00+18% ELD admin fee)	Up to 5	\$59.00
<b>TOTAL (not to exceed)</b>			<b>\$3,834.90</b>

The payment is to be made to ELD using the applicable vendor number accounting information: **G100000000**  
Location: **001**

17CONT15

The total obligation of MnDOT for all compensation and reimbursements to ELD under this agreement will not exceed \$3,834.90.

**4 Conditions of Payment**

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

**5 Authorized Representative**

ELD's Authorized Representative is Sheila Moore, Learning and Development Manager, 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, (651) 259-3632, [sheila.moore@state.mn.us](mailto:sheila.moore@state.mn.us) or her successor.

MnDOT's Authorized Representative is Cassandra Isackson, Director, MnDOT Aeronautics, 222 East Plato Blvd., Saint Paul, MN 55107, (651) 234-7210, [cassandra.isackson@state.mn.us](mailto:cassandra.isackson@state.mn.us) or her successor.

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: *R. Henry*

Date: 11-1-16

117040 | 3000325549

**2. MN DEPARTMENT OF TRANSPORTATION**

By: *Cassandra Isackson*  
(With delegated authority)

Title: Aeronautics Director

Date: 10/5/16

*Valerie Le Stenon  
Project Delivery Engineer  
11/1/2016*

**3. MN MANAGEMENT AND BUDGET**

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

Title: *CFD*

Date: 11-2-16

Minnesota Department of Transportation  
Contract Management

By: *[Signature]*

Date: 11/1/16



## Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55105-5150	<b>Grant Program:</b> 2017 National Highway Traffic Safety Administration (NHTSA): Lane Departure Countermeasure Deployment  <b>Project No.:</b> 17-09-03 <b>Grant Agreement No.:</b> A-LNDEP17-2017-MNDOT-00003				
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mail Stop 725 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2016 <b>Expiration Date:</b> September 30, 2017				
<b>Grantee's Authorized Representative:</b> Brad Estochen Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mail Stop 725 Roseville, MN 55113 Phone: 651-366-3829 Email: bradley.estochen@state.mn.us	<b>Grant Agreement Amount:</b> <table border="0"> <tr> <td>Original Agreement</td> <td style="text-align: right;">\$896,877.81</td> </tr> <tr> <td>Matching Requirement</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table>	Original Agreement	\$896,877.81	Matching Requirement	\$ 0.00
Original Agreement	\$896,877.81				
Matching Requirement	\$ 0.00				
<b>State's Authorized Representative:</b> Bill Shaffer Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150 Phone: 651-201-7075 Email: william.shaffer@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X5201640MN12 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2017 NHTSA Lane Departure Countermeasure Deployment Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2017 NHTSA Lane Departure Countermeasure Deployment Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.





Grant Agreement

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

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

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

Grant Agreement No. A-LNDEP17-2017-MNDOT-00003  
PO No. 3 - 43606

3. STATE AGENCY (DPS)

By: [Signature]  
(with delegated authority)

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

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

2. GRANTEE (MnDOT)

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: [Signature]

Title: State Traffic Engineer

Date: 10-19-2016

MnDOT contract management

By: [Signature]

Title: Contract Mgmt Supr.

Date: 10/26/16

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

2017 NHTSA Funding RFP - Lane Departure Countermeasure Deployment

MnDOT Contract No. 1026897  
 A-LNDEP17-2017-MNDOT-00003

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

Budget Summary

FFY17		
Budget Category	State Reimbursement	Local Match
Contracted Services		
Lane Departure Mitigation Projects	\$896,877.81	\$0.00
<b>Total</b>	<b>\$896,877.81</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$896,877.81</b>	<b>\$0.00</b>
FFY18		
Budget Category	State Reimbursement	Local Match
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$896,877.81</b>	<b>\$0.00</b>

ORIGINAL

MnDOT Contract No. 1026898



Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55105-5150	<b>Grant Program: 2017 National Highway Traffic Safety Administration (NHTSA): Roadway Safety Evaluation, Planning, and Studies</b>  <b>Project No.: 17-09-04</b> <b>Grant Agreement No.: A-RSEPS17-2017-MNDOT-00002</b>
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mall Stop 725 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date: October 1, 2016</b> <b>Expiration Date: September 30, 2017</b>
<b>Grantee's Authorized Representative:</b> Brad Estochen Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mall Stop 725 Roseville, MN 55113 Phone: 651-366-3829 Email: <a href="mailto:bradley.estochen@state.mn.us">bradley.estochen@state.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement                    \$364,279.26 Matching Requirement                 \$ 0.00
<b>State's Authorized Representative:</b> Bill Shaffer Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150 Phone: 651-201-7075 Email: <a href="mailto:wlliam.shaffer@state.mn.us">wlliam.shaffer@state.mn.us</a>	<b>Federal Funding: CFDA 20.600</b> <b>FAIN: 18X5201640MN12</b> <b>State Funding: None</b> <b>Special Conditions: None</b>

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement,

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2017 NHTSA Roadway Safety Evaluation, Planning, and Studies Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2017 NHTSA Roadway Safety Evaluation, Planning, and Studies Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.03.*

Signed: Gab Rodde  
Date: 11/18/16

Grant Agreement No. A-RSEPS17-2017-MNDOT-00002  
PO No. 3 - 43611

**3. STATE AGENCY (DPS)**

By: [Signature]  
(with delegated authority)  
Title: Traffic Safety Programs Manager  
Date: 11-14-2016

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: [Signature]  
Title: State Traffic Engineer  
Date: 10-19-2016

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Minnesota Department of Transportation  
Contract Management**

By: [Signature]  
Date: 11/10/16

Distribution: DPS/EAS  
Grantee  
State's Authorized Representative

2017 NHTSA Funding RFP - Roadway Safety Evaluation Planning and Studies

MnDOT Contract No. 1026898 EXHIBIT A  
A-RSEPS17-2017-MNDOT-00002

Organization: Transportation, Department of (MNDOT)

Budget Summary

FFY17		
Budget Category	State Reimbursement	Local Match
Contracted Services		
Safety Study Projects	\$364,279.26	\$0.00
Total	\$364,279.26	\$0.00
Total	\$364,279.26	\$0.00
FFY18		
Budget Category	State Reimbursement	Local Match
Total	\$0.00	\$0.00
Total	\$364,279.26	\$0.00

ORIGINAL

MnDOT Contract No. 1026899

	Grant Agreement	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55105-5150	<b>Grant Program:</b> 2017 National Highway Traffic Safety Administration (NHTSA); Intersection Safety Countermeasure Deployment  <b>Project No.:</b> 17-09-02 <b>Grant Agreement No.:</b> A-INTSC17-2017-MNDOT-00004
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mall Stop 725 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2016 <b>Expiration Date:</b> September 30, 2017
<b>Grantee's Authorized Representative:</b> Brad Estochen Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mall Stop 725 Roseville, MN 55113 Phone: 651-366-3829 Email: <a href="mailto:bradley.estochen@state.mn.us">bradley.estochen@state.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement                      \$ 4,470,663.00 Matching Requirement                      \$ 0.00
<b>State's Authorized Representative:</b> Bill Shaffer Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150 Phone: 651-201-7075 Email: <a href="mailto:william.shaffer@state.mn.us">william.shaffer@state.mn.us</a>	<b>Federal Funding:</b> CFDA 20,600 <b>FAIN:</b> 18XS201640MN12 <b>State Funding:</b> None <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2017 NHTSA Intersection Safety Countermeasure Deployment Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2017 NHTSA Intersection Safety Countermeasure Deployment Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGranis>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

DPS Grant Agreement I-A (QTS 06/16)

	Grant Agreement	Page 2 of 2
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**Matching Requirements:** (If applicable,) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable,) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.13 and 16C.03.*

Signed: *Gina Foldi*  
Date: 11/18/16

Grant Agreement No. A-INTSC17-2017-MNDOT-00004  
PO No. 3 - 43609

**3. STATE AGENCY (DPS)**

By: *Aaron Palmer*  
(with delegated authority)  
Title: *Traffic Safety Programs Manager*  
Date: 11-14-2016

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: *[Signature]*  
Title: *State Traffic Engineer*  
Date: 10-19-2016

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Minnesota Department of Transportation  
Contract Management**

By: *[Signature]*  
Date: 11/10/16

Distribution: DPS/EAS  
Grantee  
State's Authorized Representative

2017 NHTSA Funding RFP - Intersection Safety Countermeasure Deployment

Organization: Transportation, Department of (MNDOT)

EXHIBIT A  
MnDOT Contract No. 1026899  
A-INTSC17-2017-MNDOT-00004

Budget Summary

FFY17		
Budget Category	State Reimbursement	Local Match
Contracted Services		
Intersection Safety Improvement Projects	\$4,470,663.00	\$0.00
Total	\$4,470,663.00	\$0.00
Total	\$4,470,663.00	\$0.00
FFY18		
Budget Category	State Reimbursement	Local Match
Total	\$0.00	\$0.00
Total	\$4,470,663.00	\$0.00

10/18/2016

Page 1 of 1

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This agreement is between the Department of Transportation/Office of Equity and Diversity and Minnesota Management & Budget.

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date: 10/28/2016*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date: 90 days*, or when the investigation final report has been submitted to the Department of Transportation/Office of Equity and Diversity and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the Department of Transportation/Office of Equity and Diversity for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$160.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the Department of Transportation/Office of Equity and Diversity will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The Department of Transportation/Office of Equity and Diversity will be invoiced by the Minnesota Management & Budget for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the Minnesota Management & Budget under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the Department of Transportation/Office of Equity and Diversity.

**5 Authorized Representative**

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Seema Desai or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Carolyn Trevis or her/his successor. Each representative shall have

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

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.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: R. Hany

Date: 11-2-16

117122 | 30003 25765

2. MINNESOTA MANAGEMENT & BUDGET

By: D. [Signature]  
(With delegated authority)

Title: CFO

Date: 11-10-16

3. DEPARTMENT OF TRANSPORTATION/ OFFICE OF EQUITY AND DIVERSITY

rosemarie.merrigan@state.mn.us

By: 2016.10.28 16:04:43 -05'00'  
(with delegated authority)

Title: Director, Office of Equity & Diversity

Date: 10-28-2016

Minnesota Department of Transportation  
Contract Management

By: Ryan Danley

Date: 11/7/16

	Grant Agreement	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55101-5150	<b>Grant Program:</b> 2017 National Highway Transportation Safety Administration (NHTSA): Crash Report Analysis <b>Project No.:</b> 17-05-07 <b>Grant Agreement No.:</b> A-CRASH17-2017-MNDOT-003
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety and Technology 1500 W County Road B2 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2016 <b>Expiration Date:</b> September 30, 2018
<b>Grantee's Authorized Representative:</b> Katie Fleming Office of Traffic, Safety and Technology 1500 W County Road B2 Roseville, MN 55113 <a href="mailto:katie.fleming@state.mn.us">katie.fleming@state.mn.us</a> (651) 234-7013	<b>Grant Agreement Amount:</b> Original Agreement \$125,000.00 Matching Requirement \$ 0.00
<b>State's Authorized Representative:</b> Kathleen Haney Suite 150, 445 Minnesota Street Saint Paul, MN 55101-5150 651-201-7064 <a href="mailto:kathleen.haney@state.mn.us">kathleen.haney@state.mn.us</a>	Federal Funding: CFDA 20.616 FAIN: 18X920405CMN16 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd. 2(4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2017 National Highway Transportation Safety Administration (NHTSA): Crash Report Analysis Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Suite 150, 445 Minnesota Street, Saint Paul, Minnesota 55101-5150. The Grantee shall also comply with all requirements referenced in the 2017 National Highway Transportation Safety Administration (NHTSA): Crash Report Analysis Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the



matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: Gord Roberts  
Date: 12/15/16

**3. STATE AGENCY (DPS)**

By: (Signature)  
(with delegated authority)  
Title: (Signature)  
Date: 12/14/16

Grant Agreement No. A-CRASH17-2017-MNDOT-003  
PO No. 3-44123

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Jay Hietpas Digitally signed by Jay Hietpas  
Title: Hietpas DN: cn=Jay Hietpas  
Date: 2016.12.05 12:46:19 -06'00'

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Minnesota Department of Transportation  
Contract Management

By: (Signature)  
Date: 12/12/2016

2017 NHTSA Funding RFP - Crash Report Analysis

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-CRASH17-2017-MNDOT-003

Budget Summary

FFY17			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Minnesota Crash Records Audit	\$125,000.00	\$0.00	
Total	\$125,000.00	\$0.00	
Total	\$125,000.00	\$0.00	
FFY18			
Budget Category	State Reimbursement	Local Match	
Total	\$0.00	\$0.00	
Total	\$125,000.00	\$0.00	



Management  
Analysis  
& Development

**MAD Project Number: 2017-068**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agencies: Minnesota Department of Transportation & Minnesota Department of Human Services  
 MAD Contact: Charlie Petersen

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$19,575.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

<b>Accounting Distribution 1-MnDOT: \$9,787.50</b>	<b>Accounting Distribution 2-DHS: \$9,787.50</b>
Fund: 1050	Fund:
Appr: T790880	Appr:
Org/Sub: T7934300	Org/Sub:
Rept Catg: 80101500	Rept Catg:
Amount: 9787.50	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: 4-1-17

Contracts: 120249 / 3000337315      Orders: SEE PAGE 1B  
 Number/Date/Entry Initials      Number/Date/Signatures

SAB 2-2-17

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

This is an agreement between the Minnesota Department of Transportation & Minnesota Department of Human Services (Requesting Agencies) and Minnesota Management & Budget, Management Analysis & Development (Division).



Management  
Analysis  
& Development

**MAD Project Number: 2017-068  
INTERAGENCY AGREEMENT  
for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agencies: Minnesota Department of Transportation & Minnesota Department of Human Services  
MAD Contact: Charlie Petersen

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

Agency: <u>mmb - mad</u>	Fiscal Year: <u>FY17</u>	Vendor Number: ID G10000000, Location 001
Total Amount of Contract: \$19,575.00	Amount of Contract First FY: \$19,575.00	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

<b>Accounting Distribution 1-MnDOT: \$9,787.50</b>	<b>Accounting Distribution 2-DHS: \$9,787.50</b>
Fund:	Fund: <u>1000</u>
Appr:	Appr: <u>HSS1052</u>
Org/Sub:	Org/Sub: <u>HSS31818</u>
Rept Catg:	Rept Catg: <u>4190 - STATE AGENCY PROVIDED PROF. SERVICE</u>
Amount:	Amount: <u>\$9787.50</u>

Processing Information: (Some entries may not apply.) Begin Date: 02/06/17 End Date: 05/01/17

Contracts: 120742 dag Orders: 3-50666 dag 2/3/17  
 Number/Date/Entry Initials Number/Date/Signatures  
*[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation & Minnesota Department of Human Services (Requesting Agencies) and Minnesota Management & Budget, Management Analysis & Development (Division).

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

**1. Services to be Performed:**

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

**2. Contacts:**

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

Management Analysis & Development: Charlie Petersen

Requesting Agencies: Timothy Mitchell – MnDOT and Chuck Johnson - DHS

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

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

Up to 145 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division. The Minnesota Department of Transportation and Department of Human Services will split the cost evenly and each pay up to \$9,787.50. The total amount the Division will invoice under this agreement shall not exceed \$19,575.00.

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

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month and will be divided accordingly between the two Requesting Agencies, with cumulative payments not to exceed the total agreed amounts listed above.

**4. Effective Dates:**

This agreement is effective February 6, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until May 1, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

**6. Requesting Agencies' Authorized Agents:**

The Requesting Agencies' authorized agents for the purposes of this agreement is Timothy Mitchell, MnDOT and Chuck Johnson, DHS. These people shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

<p><b>1. Requesting Agency - MnDOT</b></p> <p>By: <i>Melissa Brand</i>  Title: <i>Asst. Director, Consultant Serv.</i>  Date: <i>2/8/17</i></p>	<p><b>2. Requesting Agency - DHS</b></p> <p>By: <i>SEE PAGE 3B</i>  Title:  Date:</p>
<p><b>3. MnDOT Contract Management</b></p> <p>By: <i>Angelo Forsythe</i>  Title: <i>Contract Administrator</i>  Date: <i>Feb 10, 2017</i></p>	<p><b>4. Management Analysis &amp; Development</b></p> <p>By: <i>Renda E Rappa</i>  Title: <i>Business Manager</i>  Date: <i>Feb 1, 2017</i></p>

**6. Requesting Agencies' Authorized Agents:**

The Requesting Agencies' authorized agents for the purposes of this agreement is Timothy Mitchell, MnDOT and Chuck Johnson, DHS. These people shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

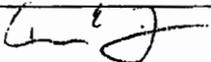
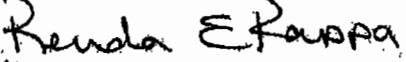
**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

<b>1. Requesting Agency - MnDOT</b>	<b>2. Requesting Agency - DHS</b>
By:	By: 
Title:	Title: <i>Deputy Commissioner</i>
Date:	Date: <i>2/1/17</i>
<b>3. MnDOT Contract Management</b>	<b>4. Management Analysis &amp; Development</b>
By:	By: 
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Feb 1, 2017</i>



Management  
Analysis  
& Development

# Proposal

**Minnesota Department of Transportation  
and Minnesota Department of Human  
Services**

**Develop Agreement Towards Effective  
MnDOT and DHS Cooperation**

**February 1, 2017**

**Proposal prepared by:**

Charlie Petersen

651-259-3812

[Charlie.Petersen@state.mn.us](mailto:Charlie.Petersen@state.mn.us)

## **Division director**

Kristin Batson

## **Assistant division director**

Beth Bibus

## **Contact information**

Telephone: 651-259-3800

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

Fax: 651-797-1311

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

Address: 203 Administration Building  
50 Sherburne Avenue  
St. Paul, Minnesota 55155

## **Management Analysis & Development**

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

## **Alternative Formats**

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

## **Background**

Transportation is frequently identified by citizens as essential to being engaged in a community and living an independent life. MnDOT and DHS provide much of the transportation used by elderly and individuals with disabilities through a combination of direct services and reimbursement of transportation costs. The current approach to providing transportation has created a relationship between the two agencies that is simultaneously independent and symbiotic so that at a system and funding level capacity, efficiency, and cost are poorly connected which in turn limits the ability of providers to be strategic and frequently results in frustration for the end user.

Demand for both public transportation and human services based transportation have increased through a combination of demographics shifts, policy changes, and mandates. As demand increases the limits of each agency to provide service for its core user groups are becoming increasingly apparent and systemic, but solutions to improving transportation and maximizing the states resources will require the participation of both MnDOT and DHS to be effective and sustained.

The plan lays out four actions to meet the goal of defining a partnership between MnDOT and DHS to ensure reliable, cost-effective and accessible transportation choices that support the essential elements of life such as health, employment, housing, education and social connections. They are:

- Establish a baseline of transportation expenditures and types of service provided by MnDOT and DHS to better support the needs of Minnesotans.
- Engage community members to expand flexibility in transportation systems and coordinate in the development of Regional Transportation Coordinating Councils (RTCC).
- Integrate Olmstead principles into existing transportation programs so that Minnesota's transportation policy supports integration and inclusion of people with disabilities.
- Engage the Minnesota Council on Transportation Access (MCOTA).

MnDOT is interested in convening a workgroup of MnDOT and DHS staff to develop an agreement so the two agencies can implement the actions. MnDOT contacted Management Analysis & Development (MAD) of Minnesota Management & Budget (MMB) to design, facilitate, and document the development of the agreement.

## **Activities, Timeline, and Project Costs**

The project would begin January 23, 2017 and conclude by May 1, 2017. If the interagency agreement is not signed by January 23, 2017, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

<b>Phase 1</b>	
<b>Activities</b>	<b>Hours</b>
1. In consultation with key staff from DHS and MnDOT, MAD will design, facilitate and document up to three meetings of the workgroup to establish goals and parameters for a RFP to execute deployment of Regional Transportation Coordinating Councils and define the baseline for transportation expenditures and services provided across a variety of state and local agencies (primarily DHS and MnDOT) to better support travel needs of Minnesotans.	78
2. In consultation with key staff from DHS and MnDOT, MAD will design, facilitate and assist in the documentation, for up to three meetings of a sub-group to identify specific information and develop specific actions or language in relation to development of the RFP and baseline information.	45
<b>Subtotal</b>	<b>123</b>
<b>Project management, including client communication (18% of subtotal)</b>	<b>22</b>
<b>Total hours</b>	<b>145</b>
<b>Total cost (hours multiplied by \$135/hour)</b>	<b>\$19,575</b>

<b>Phase 2</b>	
<b>Activities</b>	<b>Hours</b>
3. In consultation with key staff from DHS and MnDOT, MAD will design, facilitate and document a series of meetings with the workgroup, plus additional members as necessary, to develop an agreement between MnDOT and DHS so that coordination of transportation programs are most effectively coordinated. The hours needed for Phase 2 will be determined at a later date and amended into this contract.	TBD
<b>Project management, including client communication (18% of subtotal)</b>	<b>TBD</b>
<b>Total hours</b>	<b>TBD</b>
<b>Total cost (hours multiplied by \$135/hour)</b>	<b>TBD</b>

## **Client and Consultants**

The primary client contact would be Timothy R. Mitchell, Transportation Program Director, Office of Transit, Minnesota Department of Transportation. The primary MAD project consultant would be Charlie Petersen.

## **Client Responsibilities**

- MnDOT and DHS would identify key staff to participate and would initiate communication with these individuals.
- MAD would assist, but the client would be responsible for meeting logistics and refreshments as needed.
- MnDOT and DHS research staff would provide timely response to quantitative and qualitative research data requests.

## **Billing and Cost Calculations**

Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

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

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

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

**Recitals**

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

**Agreement**

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

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

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

## 2. Construction by the State

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

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

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

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

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

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

### 2.5. *Permits.*

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

## 3. Maintenance by the DNR

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

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

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

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

#### 4. Basis of DNR Cost

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

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

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

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

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

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

## 6. Authorized Representatives

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

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

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

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

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

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

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

## 8. Liability; Worker Compensation Claims

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

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

**9. Nondiscrimination**

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

**10. State Audits**

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

**11. Government Data Practices**

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

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

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

**13. Termination; Suspension**

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

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

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

**14. Force Majeure**

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

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**DEPARTMENT OF NATURAL RESOURCES**

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

By: Kurt Skane / recommended.  
 Title: Senior Project Manager  
 Date: 4/28/17  
 By: [Signature]  
 Title: Deputy Director  
 Date: 4/28/2017

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: [Signature]  
 (District Engineer)  
 Date: 5/4/17

Approved: [Signature]  
 By: [Signature]  
 (State Design Engineer)  
 Date: 5/18/17

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
 (With delegated authority)  
 Date: 05/22/2017

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

Art Kane  
CONTRACT # 124317  
3-112353

4/27/17  
encumbered

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

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

Preliminary: March 14, 2017

S.P. 092-090-055

State Funds

Box culvert construction to start approximately 2017 under

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

located on T.H. 71.

**COST PARTICIPATION**

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

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

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

(P) = PLAN QUANTITY

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

(P) = PLAN QUANTITY

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

STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
DEPARTMENT OF NATURAL RESOURCES  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION  
FOR  
S.P. 092-090-038; M.P. TA 3817(148)

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This agreement is entered into by and between MINNESOTA DEPARTMENT OF NATURAL RESOURCES ("DNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the DNR desires MnDOT to act as the DNR's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds. The DNR is proposing a federal aid project to construct the Beaver Ridge Project and the West Road segment of the Gitchi-Gami Trail between Beaver Bay and Silver Bay near Trunk Highway 61, hereinafter referred to as the "Project(s)"; and

The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 092-090-038, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 3817(148); and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE DNR.

A. DESIGNATION. The DNR designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project. For details on the procedures to follow see: <http://www.dot.state.mn.us/stateaid/dcp/dcpchecklist.htm>.

B. STAFFING.

1. The DNR will designate a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If DNR elects to use a private consultant for engineering services, the DNR will provide a qualified, full-time public employee of the DNR, to be in responsible charge of the Project. The services of the DNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless

the DNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.

2. During the progress of the work on the Project, the DNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the DNR will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
3. The DNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

C. LETTING. The DNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

1. The DNR will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
2. The DNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
3. The DNR will prepare and publish the bid solicitation for the Project as required by state and federal laws. The DNR will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders. The solicitation will state where the DNR will receive the sealed bids.
4. The DNR may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
5. The DNR will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
6. The DNR will receive and open bids.
7. After the bids are opened, the DNR governing body will consider the bids and will award the contract as required by state and federal laws, or reject all bids.

If the bid contains a goal for Disadvantaged Business Enterprises, the DNR will not award the contract until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

#### D. CONTRACT ADMINISTRATION.

1. The DNR will prepare and execute a construction contract with the Contractor, in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction.
2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the DNR Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The DNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the DNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the DNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.
4. The DNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The DNR will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The DNR will notify MnDOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The DNR may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into supplemental agreement(s) with the individual, firm, or corporation contracting for and undertaking prosecution of the prescribed work (hereinafter "Contractor"). The DNR will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the DNR that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The DNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

8. The DNR will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the DNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The DNR will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS FOR CONSTRUCTION OF THE PROJECT.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the DNR. The DNR will pay any part of the cost or expense of the Project that is not paid by federal funds.
2. The DNR will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the amount of each partial estimate. Following certification of the partial estimate, the DNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
3. Following certification of the partial estimate, the DNR may request reimbursement for costs eligible for federal funds. The DNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project, the DNR will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the DNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
5. Following certification, by the Project Engineer, of the final estimate, the DNR may request reimbursement for costs eligible for federal funds. The DNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The DNR must comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally

assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the DNR to carry out the above requirements.

3. **Workers' Compensation.** Any and all employees of the DNR or other persons while engaged in the performance of any work or services required or permitted by the DNR under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The DNR will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. **Utilities.** The DNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. **AUDIT.**

1. The DNR will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the DNR are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The DNR will be responsible for any costs associated with the performance of the audit.

H. **MAINTENANCE.** The DNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. **CLAIMS.** The DNR acknowledges that MnDOT is acting only as the DNR's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The DNR will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The DNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The DNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. **Federal Funding Accountability and Transparency Act (FFATA).** This Agreement requires the DNR to provide supplies and/or services that are funded in whole or

in part by federal funds that are subject to FFATA. The DNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the DNR provides information to the MnDOT as required.

The DNR shall comply with the following:

1. Reporting of Total Compensation of the DNR's Executives.
  - a. The DNR shall report the names and total compensation of each of its five most highly compensated executives for the DNR's preceding completed fiscal year, if in the DNR's preceding fiscal year it received:
    - i. 80 percent or more of the DNR's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

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

- b. Total compensation means the cash and noncash dollar value earned by the executive during the DNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
2. The DNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
  3. The DNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
  4. The DNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the DNR unless and until the DNR is in full compliance with the above requirements.

## II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the DNR for the receipt and disbursement of federal funds and will act in accordance herewith.

### B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the DNR copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.
3. MnDOT will review and certify the DBE participation and notify the DNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then DNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the DNR must make up any shortfall.
4. MnDOT will provide the required labor postings.

### C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the DNR, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the DNR will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the DNR may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

D. **AUTHORITY.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The DNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

III. **AUTHORIZED REPRESENTATIVES.** Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

A. The DNR authorized representative is Kent Skaar, Acquisition and Development Section Leader, Minnesota DNR, 500 Lafayette Road, St Paul, MN 55155-4052, phone 651-259-5636, or his successor.

B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.

IV. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

V. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.

- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. AGREEMENT EFFECTIVE DATE. This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. CANCELLATION. This agreement may be canceled by the DNR or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the DNR as set forth in this Agreement. In the event of such a cancellation the DNR will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
- IX. DATA PRACTICES ACT. The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

**Remainder of this page left intentionally blank**

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

DNR

DNR certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: *Phyllis [Signature]*

Date: *1/12/2017*

Title: *Deputy Director*

By: *Kat Scanlon*

Date: *1/17/17*

Title: *Senior Project Manager / Parks and Trails*  
*Swift Contract # 0119675*  
*Melina Dorey*  
*1.10.17*

DEPARTMENT OF TRANSPORTATION

By: *[Signature]*

Title: Director, for State Aid for Local Transportation

Date: *1-23-2017*

COMMISSIONER OF ADMINISTRATION

By: *[Signature]*

Date: *2/2/2017*

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
DEPARTMENT OF CORRECTIONS  
COOPERATIVE CONSTRUCTION  
INTERAGENCY AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>8821-200</u>	<b>Estimated Amount Receivable</b>
<b>Trunk Highway Number (T.H.):</b>	<u>289=289</u>	<b><u>\$181,453.43</u></b>
<b>Trunk Highway Number (T.H.):</b>	<u>73=001</u>	
<b>Trunk Highway Number (T.H.):</b>	<u>27=001</u>	
<b>State Project Number (S.P.):</b>	<u>009-661-026</u>	
<b>State Project Number (S.P.):</b>	<u>009-596-006</u>	
<b>Federal Project Number:</b>	<u>STPF 8817(101)</u>	
<b>Lighting System Feed Point No.:</b>	<u>D.O.C. Building</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the Department of Corrections acting through its Department of Corrections Commissioner ("D.O.C.").

**Recitals**

1. The State will perform bituminous mill and overlay, ADA improvements, lighting, traffic signal construction and other associated construction upon, along and adjacent to Trunk Highway No. 27 from North Kenwood Drive to Trunk Highway No. 35, Trunk Highway No. 73 from Trunk Highway No. 35 to Trunk Highway No. 27, Trunk Highway No. 289 from Trunk Highway No. 73 to Moose Lake Correctional Facility, and on County State Aid Highway No. 61 from 111 feet west of Trunk Highway No. 73 to 771 feet west of Trunk Highway No. 73 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 009-661-026, State Project No. 009-596-006, and State Project No. 8821-200 (T.H. 73=001, T.H. 27=001, T.H. 289=289) ("Project"); and
2. The Department of Corrections has requested the State include in its Project mill and overlay of the Departments of Corrections parking lot and parking lot lighting; and
3. The Department of Corrections wishes to participate in the costs of the said parking lot mill and overlay, utility adjustments, and parking lot lighting and associated construction engineering; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

1. **Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**
  - 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
  - 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
  - 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the D.O.C.; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 009-661-026, State Project No. 009-596-006, and State Project No. 8821-200 (T.H. 73=001, T.H. 27=001, T.H. 289=289) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the D.O.C. Maintenance Director and incorporated into this Agreement by reference.
2. **Construction by the State**
  - 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
  - 2.2. **Direction, Supervision and Inspection of Construction.**
    - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
    - B. **Inspection by the D.O.C.** The D.O.C. participation construction covered under this Agreement will be open to inspection by the D.O.C. If the D.O.C. believes the D.O.C. participation construction covered under this Agreement has not been properly performed or that the construction is defective, the D.O.C. will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the D.O.C. are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the D.O.C. participation construction covered under this Agreement.
    - C. **Limited Right to Occupy.** By signing this Agreement, the D.O.C. allows the State and its Contractors to enter upon the D.O.C. properties to mill and overlay the D.O.C. parking lot and install lighting in the parking lot as identified in the plan and plan documents for S.P. 009-596-006, S.P. 009-661-026, and S.P. 8821-200.
  - 2.3. **Plan Changes, Additional Construction, Etc.**
    - A. The State will make changes in the Project Plans and contract construction, which may include the D.O.C. participation construction covered under this Agreement, and will enter into any necessary addenda, work orders, change orders, and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate D.O.C. official of any proposed addenda, work orders, change orders, and supplemental agreements to the construction contract that will affect the D.O.C. participation construction covered under this Agreement.
    - B. The D.O.C. may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
  - 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
  - 2.5. **Replacement of Castings.** Adjustments to certain D.O.C. owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The D.O.C. will furnish the contractor with new units and/or parts for those in place D.O.C. owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

**3. Maintenance by the D.O.C.**

Upon completion of the project, the D.O.C. will provide the following without cost or expense to the State:

- 3.1. *Additional Drainage.*** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Duluth and is incorporated into this Agreement by reference.
- 3.2. *Future Responsibilities.*** Upon completion of the bituminous mill and overlay of the parking lot, pavement marking, and lighting, the D.O.C. will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of the parking lot pavement marking, and lighting and all of the facilities constructed as part of this Agreement, without cost or expense to the State.

**4. Basis of D.O.C. Cost**

- 4.1. *Schedule "I".*** The Preliminary Schedule "I" includes all anticipated D.O.C. participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. *D.O.C. Participation Construction.*** The D.O.C. will participate in the following at the percentages indicated. The construction includes the D.O.C.'s proportionate share of item costs for mobilization, field office, field laboratory, and traffic control.
- A.** 100 Percent will be the D.O.C.'s rate of cost participation in all of the parking lot mill and overlay, utility adjustments, and parking lot lighting construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 4.3. *Construction Engineering Costs.*** The D.O.C. will pay a construction engineering charge equal to 8 percent of the total D.O.C. participation construction covered under this Agreement.
- 4.4. *Design Engineering Costs.*** The D.O.C. will pay for design engineering costs in the amount of \$7,907.80 for project management and plan design costs related to the parking lot mill and overlay and parking lot lighting.
- 4.5. *Plan Changes, Additional Construction, Etc.*** The D.O.C. will share in the costs of construction contract addenda, work orders, change orders, and supplemental agreements that are necessary to complete the D.O.C. participation construction covered under this Agreement, including any D.O.C. requested additional work and plan changes.

The State reserves the right to invoice the D.O.C. for the cost of any additional D.O.C. requested work and plan changes, construction contract addenda, work orders, change orders, and supplemental agreements, and associated construction engineering before the completion of the contract construction.

**5. D.O.C. Cost and Payment by the D.O.C.**

- 5.1. *D.O.C. Cost.*** \$181,453.43 is the D.O.C.'s estimated share of the costs of the contract construction, the 8 percent construction engineering cost share, and design engineering costs as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 5.2. *Conditions of Payment.*** The D.O.C. will pay the State the D.O.C.'s total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the D.O.C., including a copy of the Revised Schedule "I".
- B. The D.O.C.'s receipt of a written request from the State for the advancement of funds.

**5.3. Acceptance of the D.O.C.'s Cost and Completed Construction.** The computation by the State of the amount due from the D.O.C. will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the D.O.C. as to the satisfactory completion of the contract construction.

**5.4. Final Payment by the D.O.C.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the D.O.C. The Final Schedule "I" will be based on final quantities, and include all D.O.C. participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the D.O.C. participation construction exceeds the amount of funds advanced by the D.O.C., the D.O.C. will pay the difference to the State without interest. If the final cost of the D.O.C. participation construction is less than the amount of funds advanced by the D.O.C., the State will refund the difference to the D.O.C. without interest.

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

## 6. Authorized Representatives

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

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

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

**6.2. The D.O.C.'s Authorized Representative will be:**

Name/Title: Kevin Huso, Building Maintenance Director (or successor)  
Address: 1000 Lake Shore Drive, Moose Lake, MN 55767  
Telephone: (218) 485-5723  
E-Mail: kevin.s.huso@state.mn.us

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

**7.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

**7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the D.O.C. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**8. Liability; Worker Compensation Claims**

8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law.

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

**9. Nondiscrimination**

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

**10. State Audits**

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

**11. Government Data Practices**

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

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

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

**13. Termination; Suspension**

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

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

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

**14. Force Majeure**

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

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**DEPARTMENT OF CORRECTIONS**

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

By: Bruce Rensler  
Title: Assistant Commissioner  
Date: 3-20-17  
By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: [Signature] AD E  
for (District Engineer)  
Date: 3/22/17  
Approved: [Signature]  
By: \_\_\_\_\_  
(State Design Engineer)  
Date: 3/29/2017

**COMMISSIONER OF ADMINISTRATION**

*MnDOT Contract Management*

By: [Signature]  
(With delegated authority)  
Date: 4/5/2017

**PRELIMINARY SCHEDULE "T"**  
**Interagency Agreement No. 1027200**  
**Department of Corrections**

S.P. 8821-200 (T.H. 73=001, T.H. 27=001, T.H. 289=289)

Preliminary: February 22, 2017

S.P. 009-661-026

S.P. 009-596-006

Fed Proj. No. STPF 8817(101)

Bituminous mill and overlay, ADA improvements, lighting, and traffic signal construction to start approximately \_\_\_\_\_ under

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

located on Trunk Highway No. 27 from North Kenwood Avenue to Trunk Highway No. 35, located on Trunk Highway No. 73 from

Trunk Highway No. 35 to Trunk Highway No. 27, located on Trunk Highway No. 289 from Trunk Highway No. 73 to Moose Lake Correctional Facility, and

located on County State Aid Highway No. 61 from 111 feet west of Trunk Highway No. 73 to 771 feet west of Trunk Highway No. 73

**CITY COST PARTICIPATION**

D.O.C. Parking Lot Mill and Overlay and Lighting Costs	160,690.40
Subtotal	\$160,690.40
Construction Engineering (8%)	12,855.23
Total (Construction and Construction Engineering Totals)	\$173,545.63
(1) Design Engineering Costs	7,907.80
(2) Total Department of Corrections Cost	\$181,453.43

(1) Design Engineering Costs - Project Management and Plan Design

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





Management  
Analysis  
& Development

**MAD Project Number: 2017-088**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Charlie Petersen

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

Agency:	Fiscal Year:	Vendor Number: ID G10000000, Location 001
Total Amount of Contract: \$70,165.00 ✓	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790077	Appr:	Appr:
Dept ID: T7934200	Dept ID:	Dept ID:
Account Code: T00065AD	Account Code:	Account Code:
Amount: \$70,165.00	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: \_\_\_\_\_ End Date: 6-30-17 ✓  
source 0253

Contract: 120070  
Number/Date/Entry Initials  
3000336808  
RHaw 1-20-17

Order: RMK 1-20-17  
Number/Date/Signatures  
[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]

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

**1. Services to be Performed:**

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

**2. Contacts:**

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

Management Analysis & Development: Charlie Petersen

Requesting Agency: Theodore Coulianos and Renee Raduenz

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

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

Up to 519 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$100 for travel expenses incurred including mileage and rental car costs. The total amount the Division will invoice under this agreement shall not exceed \$70,165.00.

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

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

**4. Effective Dates:**

This agreement is effective January 17, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

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

The Requesting Agency's authorized agents for the purposes of this agreement is Theodore Coulianos and Renee Raduenz. These people shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

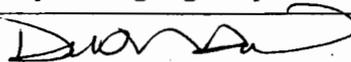
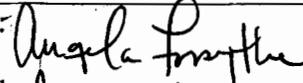
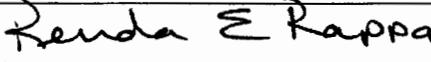
**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

<b>1. Requesting Agency</b> By:  Title: Director, CVD, OECVD Date: 1/19/17	<b>2. Requesting Agency</b> By: Title: Date:
<b>3. MnDOT Contract Management</b> By:  Title: Contract Administrator Date: 1/25/17	<b>4. Management Analysis &amp; Development</b> By:  Title: Business Manager Date: Jan 13, 2017

## **Division director**

Kristin Batson

## **Assistant division director**

Beth Bibus

## **Contact information**

Telephone: 651-259-3800

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

Fax: 651-797-1311

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

Address: 203 Administration Building  
50 Sherburne Avenue  
St. Paul, Minnesota 55155

## **Management Analysis & Development**

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

## **Alternative Formats**

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

## Background

The Minnesota Department of Transportation (MnDOT), in partnership with the Department of Public Safety and other agencies, is developing a web portal to serve as a "one-stop shop for transporting goods and people."<sup>1</sup> The portal is ready for testing with potential users, and MnDOT asked Management Analysis and Development (MAD) to provide research and consulting to elicit feedback from key user groups.

## Products

MAD would design and conduct research with potential users of the web portal and with relevant MnDOT partners and stakeholders. MAD would provide summaries of the collected data, lists of specific issues for resolution (if applicable), and a final report summarizing the user feedback process and findings.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be January 3, 2017 (or when the interagency agreement is signed) through June 30, 2017. If the interagency agreement is not signed by December 30, 2016, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs. In the initial phase of the project, MAD would work with the client to prioritize the data collection described below to meet the client's needs and portal development timelines. Timing will be dependent on factors such as availability of suitable locations, participation of potential users (and their attendance at focus groups in potentially inclement weather), and availability of MnDOT staff and data sources. Activities and estimates described below rely on assumptions outlined in the Client Responsibilities section of this document.

MAD would work flexibly with the client to obtain feedback from relevant potential users and stakeholders, potentially modifying the research activities described below in consultation with the client.

Activities	Hours
<b>Planning and preparation.</b> Review the web portal and relevant background information; develop a project plan with the client; confirm research approach and timeline.	20
<b>Conduct user focus groups.</b> Work with the client to design focus group protocol (web portal demonstration, focus group questions, etc.); recruit focus group members; administer incentives provided by the client; schedule and conduct focus groups; summarize focus groups (not a verbatim transcript); analyze and synthesize information for a final report; develop a list of action steps or specific issues raised by users. <i>Assumes four total focus groups: two in the Twin Cities Metropolitan Area, two in St. Cloud, with one group in each location focused on property carriers and the other focused on passenger carriers. Goal is 40-50 total participants.</i>	145

<sup>1</sup> Minnesota Truck Portal, <http://www.dot.state.mn.us/mntruckportal/ssi/topics-az.html>

Activities	Hours
<p><b>Conduct interviews/portal demonstrations with target audiences.</b> Work with the client to identify potential users in harder to reach groups such as limousine operators and private carriers; develop tailored demonstration and interview questions; conduct and document interviews; analyze and synthesize information for a final report; develop a list of action steps or specific issues raised by users.</p> <p><i>Assumes interviews may be done in-person, by phone, or online. Goal is 15 focused interviews.</i></p>	85
<p><b>Conduct interviews/portal demonstrations with partner agencies and organizations.</b> Work with the client to identify relevant partner agencies and organizations (such as the Minnesota Trucking Association, the Association of General Contractors, and the Department of Human Services); develop tailored demonstration and interview questions; conduct and document interviews; analyze and synthesize information for a final report; develop a list of action steps or specific issues raised by users.</p> <p><i>Assumes interviews may be done in-person, by phone, or online. Goal is 8 focused interviews.</i></p>	45
<p><b>Provide consultation on other user feedback options.</b> Consult with the client on other possibilities for gathering user feedback on the portal (such as rest stop or weigh station interviews or GoMobile community engagement events); develop protocols for the client's use; incorporate summaries of input into final report.</p>	40
<p><b>Develop and conduct a focused online survey of commercial vehicle customers who contacted MnDOT.</b> Review the client's database of comments or concerns related to commercial vehicles sent to MnDOT's customer relations department in 2016 (approximately 55 entries); develop a survey tool that allows users to provide feedback on the web portal; input, test, and administer an online survey; and prepare a summary report of the survey results.</p> <p><i>Assumes a focused survey (4-6 questions) of approximately 55 individuals. The report would include a summary of the quantitative results and a verbatim list of responses to any open-ended questions.</i></p>	50
<p><b>Prepare a final report for the client's use.</b> Draft a final report summarizing the project (data collection methodologies, compilation and synthesis of findings from the activities described above); compile relevant detailed feedback from users; share a draft version of the report with the client and incorporate feedback; prepare a final report for the client's use.</p>	55
<b>Subtotal</b>	<b>440</b>
Project management, including client communication (18%)	79
Estimated expenses: Mileage and rental car costs (assumes no lodging would be needed)	\$100
<b>Total hours</b>	<b>519</b>
<b>Total costs: (519 hours times \$135, plus \$100 in expenses)</b>	<b>\$70,165</b>

## Documentation

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

## Client and Consultants

The primary clients contact would be Ted Coulianos and Renee Raduenz; Marcia Lochner, Greg Ruhland, Jeanne Aamodt, and Sue Roe would also be key MnDOT contacts. The MAD project team would be Charlie Petersen and James Collins; other MAD consultants would also provide services to the client.

## Client Responsibilities

The client would be responsible for:

- The client would provide incentives for focus group participants and targeted users. MAD would administer the incentives.
- For focus groups, the client would work with MAD to reserve suitable MnDOT locations in the Twin Cities Metropolitan area and St. Cloud, and the client would ensure that a knowledgeable staff person is available to conduct the demonstration of the portal and answer technical questions if needed.
- For the focus groups and user interviews, the client would provide contact lists for individuals in selected user groups, including name, phone number, email address, and mailing address. MnDOT anticipates using known contacts for the majority of users (for-hire carriers of property and passengers, building movers, carriers transporting oversize/overweight loads, port authority representatives, and hazardous waste carriers). MnDOT would use its databases for other users (special transportation providers, limousine operators, as examples). MAD would provide MnDOT with criteria for selecting individuals from these lists.
- For the stakeholder interviews, the client would work with MAD to identify interviewees and would provide contact information if known.
- For the customer contact survey, the client would provide its database of customer inquiries/concerns, which includes email addresses.
- If user feedback is collected by MnDOT or other agency staff (such as through interviews at rest stops), the client would provide MAD with a summary analysis of user feedback and compile a list of specific issues (if appropriate). MAD would provide consultation on preparation of the summary and would incorporate this information into the final report.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. MAD anticipates that client staff may be present during user focus groups or user interviews. MAD would consult with the client regarding whether other interviews or survey data should be maintained as private data.

## Billing and Cost Calculations

Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement

amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract. If the Management Analysis and Development hourly rate increases effective July 1, 2017, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2016 forward.



Management  
Analysis  
& Development

**MAD Project Number: 2017-090**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: James Jarvis

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$64,530.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Dept ID:	Dept ID:	Dept ID:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

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

Contract: 121220/30003426M Order: \_\_\_\_\_  
 Number/Date/Entry Initials                      Number/Date/Signatures  
KMJ 2-17-17

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

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

**1. Services to be Performed:**

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

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: James Jarvis Requesting Agency: Deb Ledvina

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

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

Up to 478 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division.  
The total amount the Division will invoice under this agreement shall not exceed \$64,530.00.

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

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

**4. Effective Dates:**

This agreement is effective February 15, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

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

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

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

<p><b>1. Requesting Agency</b>                  By: <i>Leena Brand</i>                  Title: <i>Asst. Director, Consultant Serv.</i>                  Date: <i>2/17/17</i></p>	<p><b>2. Management Analysis &amp; Development</b>                  By: <i>Renda E Rappa</i>                  Title: <i>Business Manager</i>                  Date: <i>Feb 10, 2017</i></p>
<p><b>3. MnDOT Contract Management</b>                  By: <i>Ryan Gault</i>                  Title: <i>Contract Mgmt Supr.</i>                  Date: <i>2/21/2017</i></p>	



Management  
Analysis  
& Development

# Proposal

**Minnesota Department of Transportation,  
Commercial Vehicle Operations  
Assessment and Recommendations**

**February, 2017**

**Proposal prepared by:**

Jim Jarvis  
651.259.3810  
james.jarvis@state.mn.us

■ Minnesota Management & Budget, 203 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155  
Telephone: 651-259-3800 Fax: 651-797-1311 Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

## **Division director**

Kristin Batson

## **Assistant division director**

Beth Bibus

## **Contact information**

Telephone: 651-259-3800

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

Fax: 651-797-1311

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

Address: 203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

## **Management Analysis & Development**

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

## **Alternative Formats**

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

## **Background**

The Minnesota Department of Transportation, Commercial Vehicle Operations (CVO) works with commercial transportation providers to improve the safety of their operations. It does this by implementing, administering, and enforcing Minnesota laws and federal regulations that govern property and passenger carriers.

The CVO's continuing improvement goals include ensuring that commercial vehicle enforcement is efficient and effective, that its commercial credential operations meet carrier expectations and that MnDOT's Routebuilder application and MCIS system for submitting applications meet customer needs. These goals are also consistent with WIG 2.0 and serve to enhance public safety and trust.

A two-phased project, over the next twelve months, is envisioned to undertake this assessment, identify organizational enhancements/improvements and propose operational changes.

In Phase 1, CVO will engage Management Analysis & Development (MAD) to undertake comparative state research and an environmental scan of its commercial vehicle enforcement and credential operations. Based on this research and inquiry, MAD would make strategic, CVO organization and high-level work plan recommendations to the section director for enhancing/improving the efficiency and effectiveness of its enforcement and credential operations in securing carrier compliance.

Phase 2 would be guided by the business decisions adopted in Phase 1. Activities during this phase could include revisions to a range of operational issues, including the revision of: detailed work plans, position descriptions, section communications, and individual performance metrics.

## **Products**

The products resulting from a Phase 1 assessment will include: a revised CVO business strategy; related organizational model or structures; high-level work plans; and associated performance measures.

## **Activities, Timeline, and Project Costs**

The overall timeline for Phase 1 of the project would be February 15, 2017 (or when the interagency agreement is signed) through June 30, 2017. In delivering the above environmental scan and commercial vehicle and credential operations recommendations, MAD proposes to undertake the following activities.

Phase 1 Activities	Hours
<p><b>Assess and make recommendations to increase the effectiveness and efficiency of CVO's commercial vehicle enforcement function consistent with MnDOT's WIG 2.0. MAD will:</b></p> <ul style="list-style-type: none"> <li>• Conduct comparative research of other selected state commercial vehicle enforcement statutes, programs and operations, focusing on: scale of operations (i.e., number of carriers in state, number of employees, employee training required, and reviews per employee), communities served, tasks undertaken, performance measures, costs, use of private inspectors, regulation of limos, regulation of carriers of disabled and vulnerable, STS and regulation of household goods.</li> <li>• Consult with and present to CVO management for consideration and adoption: research and assessment results, pros and cons of 1 or more strategies, related organizational structures, and high-level work plans for enhancing/improving the efficiency and effectiveness of its enforcement and credential operations in securing carrier compliance.</li> </ul>	<p>185</p>
<p><b>Assess and make recommendations to increase the effectiveness, efficiency of Credential Operations customer service, consistent with MnDOT's WIG 2.0. MAD will:</b></p> <ul style="list-style-type: none"> <li>• Conduct comparative research of other selected state credential operations pertaining to: hours and types of service; work volumes; management of counter service, phones and email; customer outreach; online access (what is provided online); available applications; website content; plain language content; materials used; training provided; and best practices.</li> <li>• Review and document CVO's current credentials operation customer services (i.e., volumes, hours, service access, costs).</li> <li>• Consult with and present to CVO management for consideration: pros and cons of 1-3 other credential operations models; changes, if any, to the current credential operations customer service model; and a process for securing customer feedback.</li> <li>• Identify operational changes that should be undertaken in Phase 2 and guided by Phase 1 outcomes.</li> </ul>	<p>170</p>
<p><b>Routebuilder and MCIS system performance evaluation, consistent with MnDOT's WIG 2.0.</b></p> <ul style="list-style-type: none"> <li>• In consultation with key staff from MnDOT*, MAD will design, facilitate and assist in the documentation of 1-2 three focus group meetings (up to 15 individuals from 5-8 organizations) to get customer input on performance improvements for MnDOT's Routebuilder and MCIS systems.</li> </ul> <p><i>*Assumes that MnDOT staff would attend and present system applications at facilitated meeting.</i></p>	<p>50</p>

Phase 1 Activities	Hours
Subtotal	405
Project management, including client communication (18%)	73
<b>Total hours</b>	<b>478</b>
Total costs: (478 hours times \$135)	<b>\$64,530</b>

## Documentation

Management Analysis & Development would provide the draft copy and the final document in Adobe Acrobat (PDF) or Word document format, depending on the client's needs.

## Client and Consultants

The primary client contacts would be Deb Ledvina and Ted Coulianos. The MAD project lead would be Jim Jarvis and other MAD consultants would also provide services to the client.

## Client Responsibilities

- Provide needed program performance information.
- Coordinate calendars/meetings and meeting space as needed.
- Provide names and contact information for potential key informants (policy or technical experts, other state commercial vehicle operations, and other stakeholders).

## Data Practices

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

## Billing and Cost Calculations

Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



**1. Services to be Performed:**

The Division agrees that it will provide a project team to determine approach for supporting greater effectiveness with two co-workers.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: Barbara Tuckner Requesting Agency: James Cownie

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

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

Up to 10 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division.  
The total amount the Division will invoice under this agreement shall not exceed \$1,350.00.

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

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

**4. Effective Dates:**

This agreement is effective March 10, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until May 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

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

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

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

<b>1. Requesting Agency ENCUMBRANCE</b>	<b>2. Requesting Agency MNDOT</b>
By: <i>Rachel Hany</i> Title: <i>Consultant Services</i> Date: <i>3-3-17 # 121733</i> <i># 3000345178</i>	By: <i>Melissa Brand</i> Title: <i>Asst Director, Consultant Services</i> Date: <i>3/3/17</i>
<b>3. MnDOT Contract Management</b>	<b>4. Management Analysis &amp; Development</b>
By: <i>Jim Cownie</i> Title: <i>Assistant Chief Counsel</i> Date: <i>3-3-2017</i>	By: <i>Randa Rappa</i> Title: <i>Business Manager</i> Date: <i>March 2, 2017</i>

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** RDF 8818(027)

**Project Identification:** Red Dye Fuel Monitoring Program

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and **Minnesota Department of Public Safety**, Address: **1110 Centre Pointe Curve, Mendota Heights, Minnesota 55120** (“DPS”).

This agreement is funded in whole or in part with federal dollars from CFDA #20.205.

**Agreement****1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2019**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through D are attached and incorporated into this agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Source Type 6265.
- 2.2 MnDOT is in need of assistance from DPS to inspect and take diesel fuel samples from commercial vehicles being operated on the public roadways throughout the state.
- 2.3 DPS will inspect and take diesel fuel samples from vehicles being operated on the public roadways throughout the state. Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities; 15% of the samples taken will be as a result of specific Red Dyed Fuel (RDF) Enforcement Projects whereby the RDF activities will be the primary reason for the contact and these activities will be performed by officers working regularly scheduled shifts. The remaining 15% will come from fuel sampling activities performed by officers working on overtime. While on overtime, the officers will focus on red-dyed fuel enforcement activities. DPS will acquire approximately 10,000 fuel samples each State Fiscal Year (SFY) included in the term of this Agreement as part of this project and determine if RDF is being used. If RDF is in use on public roadways, a determination will be made as to what enforcement action will be taken.
- 2.4 DPS will submit a quarterly and annual report to MnDOT, outlining project activities and progress, including number of samples taken and number of “positive” tests indicated.
- 2.5 See Exhibit A for additional information.

**3 Consideration and Payment**

- 3.1 DPS will be reimbursed at an amount not to exceed \$350,000.00, according to the breakdown of costs described in Exhibit B. DPS may request from MnDOT’s Authorized Representative an adjustment in breakdown of costs if it does not change the total amount of the agreement.
- 3.2 DPS must submit invoices electronically for payment, on a quarterly basis, using the format set forth in Exhibit C. DPS will submit a quarterly report on their activities along with each invoice.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed \$350,000.00.

**4 Conditions of Payment**

- 4.1 All services provided by DPS 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 DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

## 5 Agreement Personnel

### 5.1 MnDOT's Authorized Representative will be:

Name: Ashley Duran, Contract Administrator (or his/her successor)  
 Address: Minnesota Department of Transportation  
 Consultant Services Section, Mail Stop 680  
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
 Telephone: 651-366-4627  
 E-Mail: [ashley.duran@state.mn.us](mailto:ashley.duran@state.mn.us)

### 5.2 MnDOT's Project Manager will be:

Name: Brian Gage, Director (or his/her successor)  
 Address: Minnesota Department of Transportation  
 Program Development Section, Mail Stop 440  
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
 Telephone: 651-366-3748  
 E-Mail: [brian.gage@state.mn.us](mailto:brian.gage@state.mn.us)

### 5.3 DPS's Authorized Representative will be:

Name: Captain Jonathan Olsen  
 Address: Minnesota Department of Public Safety  
 State Patrol Division, Commercial Vehicle Section  
 1110 Centre Point Curve, Mendota Heights, Minnesota 55120  
 Telephone: 651-405-6180  
 E-Mail: [jonathan.olsen@state.mn.us](mailto:jonathan.olsen@state.mn.us)

## 6 Amendments

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

## 7 Liability

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

## 8 Termination

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

## 9 Plain Language; Accessibility Standards

- 9.1 **Plain Language.** DPS 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, DPS 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.** DPS agrees to comply with the State of Minnesota’s Accessibility Standard ([http://mn.gov/oet/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Std_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. DPS’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, DPS 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.

## 10 Contractor Payment Form Requirement

10.1 If DPS is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, DPS must complete Exhibit D, the “Contractor Payment Form”, and submit it to MnDOT’s Office of Civil Rights (OCR) until final payment is made. DPS must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to DPS to be withheld. DPS must submit one copy of this form to MnDOT’s OCR and one to MnDOT’s Project Manager, no later than 10 days after receiving a payment from MnDOT.

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**MnDOT ENUMBRANCE VERIFICATION**

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

Signed:

Date:

SWIFT Contract ID No. 124668

SWIFT Purchase Order ID No. 3000355492

**DPS**

Signed: Ramona L Bohman

Title: Commissioner

Date: 5-4-17

**MnDOT**  
(with delegated authority)

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

**EXHIBIT A**  
**DETAILED SCOPE OF WORK AND DELIVERABLES**

The use of red-dyed diesel fuel (fuel on which no road-use taxes are paid) on the highways of our state is estimated to cost the state of Minnesota several million dollars each year in unpaid road-use taxes.

**1. WHAT IS RED-DYED FUEL?**

As of October 1, 1993, operators of on-highway diesel engine powered vehicles throughout the United States (US) were required by US Environmental Protection Agency (EPA) regulations to use low (<0.05%) sulfur fuel.

US EPA and Internal Revenue Service (IRS) regulations require, since October 1, 1994, that high-sulfur and/or tax-exempt diesel fuels be dyed red to facilitate identification. Initial EPA low-sulfur diesel regulations, which took effect on October 1, 1993, required addition of blue dye to non-complying high-sulfur (>0.05 wt %) fuels. The requisite dye was subsequently changed from blue to red in response to Federal Aviation Administration (FAA) concerns that blue-dyed diesel fuel might be confused with the most common aviation gasoline, which was already being dyed blue.

The EPA regulations, which apply at the refinery gate, require “visible evidence of the presence of red dye” to identify high-sulfur fuels that are intended for off-highway use. The presence of dye serves only as an indicator. Detection of dye in fuels in on-highway use triggers measurement of sulfur content. Penalties are assessed based on observed sulfur content, not on the presence of dye. In practice, the EPA regulations require refiners to add a level of Solvent Red 164 dye that is equivalent to no more than 0.75 lb/1000 bbl (ptb) of a solid Solvent Red 26 dye standard.

The more-specific IRS regulations require that tax-exempt high-sulfur and low-sulfur diesel fuels contain (as a minimum) a level of a Solvent Red 164 dye that is spectrally equivalent to 3.9 ptb (11.1 mg/L) of Solvent Red 26 dye standard. Solvent Red 26 is used as the standard because it is a single chemical compound that is available in pure form. Solvent Red 164 is specified for use in commercial products because it is more fuel soluble and less costly than the standard. Despite industry objections, the IRS argues that the high dye level specified is necessary to enable detection even after five-fold dilution of dyed fuel with undyed fuel.

The current federal excise tax on diesel fuel is \$0.244 per gallon. However, certain fuel uses are tax-exempt or subject to a reduced rate. These include: heating, farming, use by state or local governments or nonprofit educational organizations, and boats engaged in fishing or transportation. Dyed diesel fuel may be used only for non-taxable purposes. Anyone who knowingly sells or uses dyed diesel fuel for taxable purposes or who willfully alters the concentration of dye in diesel fuel is subject to a monetary penalty. The 1993 Act gives the IRS authority to enforce the diesel fuel tax, including the authority to inspect terminals, dyes, dyeing equipment, and fuel storage facilities, and to stop, detain and inspect vehicles.

Because the natural color of diesel fuels varies from nearly colorless to amber, red dye concentration cannot be measured accurately by simple visible spectroscopy. To circumvent the difficulty, the IRS, working with the US Air Force Aerospace Laboratory, developed a second derivative visible spectroscopic method (STFL-101A). The computer-facilitated method, which uses the amplitude difference between the definitive second derivative spectrum maximum at 538 nanometers (nm) and the minimum at 561 nm to determine red dye concentration, effectively eliminates interference from the background color of the fuel.

**2. HOW/WHY DO RED-DYED FUEL VIOLATIONS OCCUR?**

Many people who operate diesel powered automobiles view using off-road fuels as an easy way to circumvent the road tax paid on non-dyed fuels. Their vehicles function fine on the dyed fuel and they buy these fuels with the intent to escape the appropriate state and federal taxes.

The trucking industry (when healthy) typically operates on a profit margin between 2% and 7%. Managers naturally seek out ways in which to decrease overhead costs without reducing their customer services. Fuel is the largest overhead expense for the trucking industry and motor carriers can save 25%-40% of this, their greatest operational expense, by regularly using red-dyed fuels (RDF) in their on-road operations.

This type of tax evasion can easily be accomplished by the use of after-hours credit card payment systems. This road-tax evasion is estimated to cost the state of Minnesota several million dollars each year.

The Minnesota statute is explicit in its prohibition against and the penalties involved in using RDF upon the highways:  
*Excerpted from Minnesota Statutes 296A.22*

**Subdivision 4: Unlawful Use of Dyed Fuel**

- (a) *If any dyed fuel is sold or held for sale by a person for any use which the person knows or has reason to know is not a nontaxable use of the fuel; or if any dyed fuel is held for use or used in a licensed motor vehicle or for any other use by a person for a use other than a nontaxable use and the person knew, or had reason to know, that the fuel was so dyed; or if a person willfully alters, or attempts to alter, the strength or composition of any dye or marking in any dyed fuel, then the person shall pay a penalty in addition to the tax, if any.*
- (b) *Except as provided in paragraph (c), the amount of penalty under paragraph (a) for each act is the greater of \$1,000, or \$10 for each gallon of dyed fuel involved.*
- (c) *With regard to a multiple violation under paragraph (a), the penalty shall be applied by increasing the amount in paragraph (b) by the product of (1) such amount, and (2) the number of prior penalties, if any, imposed by this section on the person, or a related person, or any predecessor of the person or related person.*
- (d) *If a penalty is imposed under this subdivision on a business entity, each officer, employee, or agent of the entity who willfully participated in any act giving rise to the penalty is jointly and severally liable with the entity for the penalty.*

**3. HOW CAN RDF USAGE BE DETECTED?**

With the assistance of DPS's Minnesota State Patrol, Commercial Vehicle Section, the Minnesota Department of Revenue (MnDOR) and the local IRS office have each assessed an estimated \$888,000 in back-taxes and penalties since the original project began as a result of these enhanced RDF tax enforcement activities.

Activities such as routine roadside commercial vehicle/driver safety inspections offer officers an opportunity to obtain a preliminary fuel sample using a pipette. Prior to sampling, the driver is presented with IRS Notice #916 "*Taxable Fuel Inspection Notice*" which details the authority of agents to inspect for RDF usage. The driver also receives an information pamphlet that discusses red-dyed fuel prohibitions and usage penalties.

If the officer is able to visually detect RDF in the pipette sample, a second, evidentiary sample is taken using a hand pump siphon and a *Chain of Custody Control Document* is initiated for this second sample. A *Field Report/Checklist*, documenting driver, vehicle, owner, and carrier information is also begun at this time. A Petrospect Fuel Analyzer has been purchased and is employed for preliminary analysis in the field before the evidentiary sample is drawn. This device has worked to almost entirely eliminate "false positives" when used.

When a positive sample is detected, the driver is further provided with an *Initial Violation Notice* and an *Information Pamphlet* describing sample processing and the possible penalties involved.

Before being released from the site, the driver is advised he/she has 24 hours to completely remove all RDF from the vehicle. The sampling officer forwards the sample to the MnDOR who records and forwards the sample to the local IRS office. The IRS then forwards it to a US Air Force testing laboratory for spectroscopic examination and assessment.

**4. WHAT ENFORCEMENT ACTION CAN BE TAKEN?**

If the testing laboratory confirms the sample contains RDF, then the local IRS office is so notified and the MnDOR or the IRS office initiates a prosecutorial case. Officers from either or both revenue agencies will then make a follow-up visit to the business location. Samples of fuel are taken from all other vehicles on-site, as well as any bulk storage tanks on the premises. Fuel supply records are audited during this visit and compared to vehicle-miles-traveled, among other things, to determine if the business entity is in fact purchasing enough road-taxed fuel to legally operate all of their on-road vehicles. Unpaid road-use taxes and appropriate additional penalties may be assessed by both agencies based upon this follow up audit.

If the taxpayer wishes to appeal the auditors' findings, the case will be moved to the appropriate state or federal tax court for adjudication. Upon a decision or a finding by the court, the case will then be remanded to the respective revenue agencies for collection as necessary.

100% of all road-use tax recovered by the MnDOR is deposited directly into the Minnesota Highway User Tax Distribution Fund. 100% of all road-use tax recovered by the IRS is deposited directly into the Federal Highway Trust Fund.

## **5. PLAN OF ACTION**

During State Fiscal Years (SFY) 2018 and SFY 2019, DPS will continue its symbiotic relationship with the MnDOR to inspect and acquire fuel samples from diesel powered vehicles operated on public roadways throughout the state.

When a retailer has been identified as providing RDF for highway use vehicles the team may determine to pursue surveillance activities to determine which vehicles may be utilizing non-taxed fuel. Often this activity occurs outside normal business hours using credit card payment systems.

Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities. These will typically not be charged against the project budget as they are usually very short intervals and can be viewed as part of the safety inspection activity.

Another 15% of the samples taken will be as a result of specific RDF Enforcement Projects whereby the RDF activities will be the primary reason for the contact and further non-RDF enforcement activities may ensue as a result of the initial contact. These activities will be performed by officers working regularly scheduled shifts (not on an overtime basis). The remaining 15% of the samples will originate from fuel sampling activities performed by officers working RDF-specific activities on overtime. While on overtime, the officers will focus on RDF enforcement activities taking appropriate enforcement action on other violations detected as a result of the RDF project activities. With our inherent lack of staffing and manpower, this will help to ensure that our many other CMV safety related activities will not suffer due to a drain on our personnel resources as a result of the RDF project. DPS will obtain approximately 10,000 fuel samples each year of the project (SFY), and will report quarterly to the granting agency reference project activities and progress.

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**EXHIBIT B  
BUDGET DETAILS**

<b>Description</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>Total Cost</b>
Regular & Overtime Salaries	\$105,000.00	\$105,000.00	<b>\$210,000.00</b>
Fringe Costs	\$31,000.00	\$31,000.00	<b>\$62,000.00</b>
Travel Costs	\$4,000.00	\$4,000.00	<b>\$8,000.00</b>
Vehicle with Equipment	\$0.00	\$40,000.00	<b>\$40,000.00</b>
Supply/Material Costs	\$3,000.00	\$3,000.00	<b>\$6,000.00</b>
Indirect Costs	\$12,000.00	\$12,000.00	<b>\$24,000.00</b>
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$350,000.00</b>

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**EXHIBIT C  
INVOICE FORM**

**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_\_% (from Column 6 Progress Report)

Final Invoice?  Yes  No

**Invoice Instructions:**

DPS must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Agreement No. 1027902  
Agreement Expiration Date: June 30, 2019

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Regular & Overtime Salaries	\$210,000.00			
Fringe Costs	\$62,000.00			
Travel Costs	\$8,000.00			
Vehicle with Equipment	\$40,000.00			
Supply/Material Costs	\$6,000.00			
Indirect Costs	\$24,000.00			
<b>Net Earnings Totals:</b>	<b>\$350,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Department of Public Safety

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
DEPARTMENT OF NATURAL RESOURCES  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION  
FOR  
S.P. 092-060-006; M.P. TA 3817(252)

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This agreement is entered into by and between DEPARTMENT OF NATURAL RESOURCES ("MNDNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the MNDNR desires MnDOT to act as the MNDNR's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds. The MNDNR is proposing a federal aid project to make improvements to the Caribou Rest Area adjacent to the Gitchi Gami Trail, hereinafter referred to as the "Project(s)"; and

The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 090-060-006, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 3817(252); and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE MNDNR.

A. DESIGNATION. The MNDNR designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project. For details on the procedures to follow see: <http://www.dot.state.mn.us/stateaid/dcp/dcpchecklist.htm>.

B. STAFFING.

1. The MNDNR will designate a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If MNDNR elects to use a private consultant for engineering services, the MNDNR will provide a qualified, full-time public employee of the MNDNR, to be in responsible charge of the Project. The services of the MNDNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the MNDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MNDNR from its primary responsibility for performance of the work.

2. During the progress of the work on the Project, the MNDNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the MNDNR will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
  3. The MNDNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.
- C. LETTING. The MNDNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
1. The MNDNR will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
  2. The MNDNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
  3. The MNDNR will prepare and publish the bid solicitation for the Project as required by state and federal laws. The MNDNR will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders. The solicitation will state where the MNDNR will receive the sealed bids.
  4. The MNDNR may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
  5. The MNDNR will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
  6. The MNDNR will receive and open bids.
  7. After the bids are opened, the MNDNR governing body will consider the bids and will award the contract as required by state and federal laws, or reject all bids. If the bid contains a goal for Disadvantaged Business Enterprises, the MNDNR will not award the contract until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. CONTRACT ADMINISTRATION.

1. The MNDNR will prepare and execute a construction contract with the Contractor, in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction.
2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the MNDNR Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The MNDNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the MNDNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the MNDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MNDNR from its primary responsibility for performance of the work.
4. The MNDNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The MNDNR will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The MNDNR will notify MnDOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The MNDNR may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into supplemental agreement(s) with the individual, firm, or corporation contracting for and undertaking prosecution of the prescribed work (hereinafter "Contractor"). The MNDNR will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the MNDNR that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The MNDNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The MNDNR will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the MNDNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The MNDNR will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS FOR CONSTRUCTION OF THE PROJECT.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the MNDNR. The MNDNR will pay any part of the cost or expense of the Project that is not paid by federal funds.
2. The MNDNR will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the amount of each partial estimate. Following certification of the partial estimate, the MNDNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
3. Following certification of the partial estimate, the MNDNR may request reimbursement for costs eligible for federal funds. The MNDNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project, the MNDNR will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the MNDNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
5. Following certification, by the Project Engineer, of the final estimate, the MNDNR may request reimbursement for costs eligible for federal funds. The MNDNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The MNDNR must comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the MNDNR to carry out the above requirements.
3. Workers' Compensation. Any and all employees of the MNDNR or other persons while engaged in the performance of any work or services required or permitted by the MNDNR under this agreement will not be considered employees of MnDOT,

and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The MNDNR will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

4. **Utilities.** The MNDNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.
- G. **AUDIT.**
1. The MNDNR will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
  2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the MNDNR are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The MNDNR will be responsible for any costs associated with the performance of the audit.
- H. **MAINTENANCE.** The MNDNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.
- I. **CLAIMS.** The MNDNR acknowledges that MnDOT is acting only as the MNDNR's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The MNDNR will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The MNDNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The MNDNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.
- J. **Federal Funding Accountability and Transparency Act (FFATA).** This Agreement requires the MNDNR to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The MNDNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the MNDNR provides information to the MnDOT as required.

The MNDNR shall comply with the following:

1. **Reporting of Total Compensation of the MNDNR's Executives.**
  - a. The MNDNR shall report the names and total compensation of each of its five most highly compensated executives for the MNDNR's

Agreement no. 1027942

preceding completed fiscal year, if in the MNDNR's preceding fiscal year it received:

- i. 80 percent or more of the MNDNR's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- b. Total compensation means the cash and noncash dollar value earned by the executive during the MNDNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The MNDNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The MNDNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the

Agreement no. 1027942

plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

4. The MNDNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the MNDNR unless and until the MNDNR is in full compliance with the above requirements.

## II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the MNDNR for the receipt and disbursement of federal funds and will act in accordance herewith.

### B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the MNDNR copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.
3. MnDOT will review and certify the DBE participation and notify the MNDNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then MNDNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the MNDNR must make up any shortfall.
4. MnDOT will provide the required labor postings.

### C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the MNDNR, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the MNDNR will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the MNDNR may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

- D. **AUTHORITY.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.
- E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The MNDNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **AUTHORIZED REPRESENTATIVES.** Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.
- A. The MNDNR authorized representative is Jon Hendrickson, Principal Engineer, MNDNR, 1568 Highway 2, Two Harbors, MN 55804, or his successor.
- B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.
- IV. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- V. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. **AMENDMENTS.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. **CANCELLATION.** This agreement may be canceled by the MNDNR or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the MNDNR as set forth in this Agreement. In the event of such a cancellation the MNDNR will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
- IX. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

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

MNDNR

MNDNR certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: [Signature]

Date: 5/10/2017

Title: Deputy Director

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

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

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

DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: Director, State Aid for Local Transportation

Date: 5-19-2017

Mn/DOT Contract Management  
COMMISSIONER OF ADMINISTRATION

By: [Signature]

Date: 5-19-2017

con  
05/10/17

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between Minnesota Management & Budget (MMB) and Minnesota Department of Transportation (MnDOT) pursuant to Minnesota Statutes Section 471.59.

**Agreement**

**1 Term of Agreement**

1.1 *Effective date:* February 15, 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, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

MnDOT agrees to contribute funds for MMB to upgrade the Statewide Integrated Financial Tools (SWIFT) system to the latest versions of Oracle PeopleSoft. MMB agrees to provide the consulting resources necessary for Phase II of the upgrade project that will ultimately provide functionality that is critical to meet MnDOT's business needs. Consultants will partner with MMB and MnDOT staff to work on this phase of the upgrade.

Upgrades to SWIFT may include, but are not limited to, the following:

- a) An approval process and custom MnDOT attribute screen (Project Account),
- b) Functionality that allows users to change FHWA contribution percentage and the system automatically applies these changes to previous transaction (Retro-Billing),
- c) Functionality to bill FHWA (Fund Distribution),
- d) Custom allocation for SEMA4 salaries to Project Resources (Cost Allocation),
- e) An overhead calculation and transactions (PC Pricing),
- f) A unique interface for Equipment usage, lab test (LIMS) interface – fuel outbound to M5 (bulk) – parts outbound to M5 – Inventory inbound from RCA – Fuel inbound from M5,
- g) A Federal Fund add on to track FHWA program and obligation authorities by federal fiscal year,
- h) Functionality for a Mobile inventory,
- i) Functionality to address projects to Asset capitalization for Road and Bridge infrastructure, and
- j) A Special Chart of Accounts edit and source type field on all account screens.

**3 Consideration and Payment**

MMB will submit an invoice to MnDOT no later than June 15, 2017. MnDOT will issue payment to MMB no later than June 30, 2017.

The total obligation of MnDOT for all compensation and reimbursements to MMB under this agreement will not exceed \$300,000.00.

**4 Authorized Representative**

MMB's Authorized Representative is Cindy Farrell, Assistant Commissioner, 658 Cedar Street, Suite 400, St. Paul, MN 55155, 651-201-8012, or his/her successor.

MnDOT's Authorized Representative is Robin Sylvester, Financial Controller, 395 John Ireland Blvd, St. Paul, MN 55155, 651-366-3165, 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.

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 4/27/17

Po Number: 77901 - 3000354052

SWIFT Contract number: 124296

**MINNESOTA MANAGEMENT & BUDGET**

Signed: Cindy Farrell

Title: Assistant Commissioner

Date: 5/19/17

**DEPARTMENT OF TRANSPORTATION**

Signed: [Signature]

Title: Asst Commissioner, Corporate Services

Date: 4-28-17

**CONTRACT MANAGEMENT**

Signed: [Signature]

Date: 5/3/17

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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

**1. Services to be Performed:**

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

**Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For MnDOT: Tracy Hatch, Deputy Commissioner, or her successor, 395 John Ireland Blvd., St. Paul, MN 55155.

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

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

**TOTAL COST = \$40,505**

You will receive an invoice from MMB by May 1, 2017.

**3. Term of Agreement:**

This agreement is effective April 17, 2017, and shall remain in effect until June 30, 2017.

**4. Amendments:**

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

**Approved:**

1. Agency Signature (MnDOT)	2. Minnesota Management & Budget
By: Digitally signed Title: <u>Melissa Brand</u> by Melissa Brand <small>Assistant Director Consultant Services</small> Date: 2017.04.20 13:43:07 -05'00'	By: <u>D. Munkwitz</u> Title: CFO Date: 4-25-17

**3. MnDOT Encumbrance Verification**

Signed/Date: Racheal M. Glancy  
Digitally signed by Racheal M. Glancy  
 DN: cn=Racheal M. Glancy  
 Date: 2017.04.20 13:33:46 -05'00'

**4. MnDOT Contract Management**

Signed/Date: James Cownie  
Digitally signed by James Cownie  
 DN: cn=James Cownie  
 Date: 2017.04.21 08:26:08 -05'00'

Swift Contract No. 123973  
 Swift PO No. 3000352881



**MAD Project Number: 2017-118**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Beth Bibus

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

Agency: MnDOT	Fiscal Year: 2016-2017	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$14,175.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund: 2700	Fund:
Appr: T790083	Appr: T790083	Appr:
Org/Sub: T7936200	Org/Sub: T7936600	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$7,087.50	Amount: \$7,087.50	Amount:

Processing Information: (Some entries may not apply.) Begin Date: May 1, 2017 End Date: June 30, 2017

Contract: #124608 / #3000355324 Order: RMB 5-5-17  
 Number/Date/Entry Initials                      Number/Date/Signatures

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

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

**1. Services to be Performed:**

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

**2. Authorized Representatives:**

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

Management Analysis and Development: Beth Bibus      Requesting Agency: Tara Carson and Steve Ryan

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

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

Up to 105 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division.  
The total amount the Division will invoice under this agreement shall not exceed \$14,175.00.

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

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

**4. Condition of Payment:**

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

**5. Effective Dates:**

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

**6. Termination:**

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

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

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

**8. Interagency Agreement Authorization:**

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

**9. Amendments:**

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

**10. State Audit:**

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

**11. Liability:**

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

**Approved:**

<b>1. MnDOT</b>	<b>2. MnDOT OPMTS</b>
By: <i>Wendy Brauer</i> Title: <i>ASST Director, Consultant Services</i> Date: <i>5/15/17</i>	<del>                     By: <i>N/A</i>                      Title: <i>Director of Project Management and Tech Support</i>                      Date:                 </del>
<b>3. MnDOT Contract Management</b>	<b>4. Management Analysis &amp; Development</b>
By: <i>Ryan Gaulke</i> Title: <i>contract Mgmt Supr.</i> Date: <i>5/9/17</i>	By: <i>Renda E Rappa</i> Title: <i>Business Manager</i> Date: <i>April 28, 2017</i>

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# Proposal

Minnesota Department of Transportation—  
Highway Project Development Process website input  
April 21, 2017

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**Proposal prepared by:**

Beth Bibus  
651.259.3820  
beth.bibus@state.mn.us

## **Acting Division Director**

Beth Bibus

### **Contact Information**

Telephone: 651-259-3800

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

Fax: 651-797-1311

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

Address:

203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

### **Management Analysis and Development**

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

### **Alternative Formats**

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

## Background

The Highway Project Development Process (HPDP) website is a collaborative effort of two offices within the Minnesota Department of Transportation (MnDOT) to provide information to users inside and outside of MnDOT. The site compiles information such as process guidance, subject guidance, external resources, and forms used in project pre-design and/or environmental processes.

MnDOT seeks a better understanding of what improvements may be most valuable to users of the site—both because of a commitment to continuous improvement and because of MnDOT's focus on customers through its Widely Important Goal (WIG) 2.0 priorities.

Ultimately, MnDOT hopes to assess whether additional technological or training resources should be allocated to best assist HPDP site customers, and whether substantial or minor changes are necessary. Existing and forthcoming data may be relevant to MnDOT's assessment: MnDOT conducted an online survey of HPDP users (with mixed results) and intends to conduct another survey at an upcoming conference. Additionally, MnDOT has access to potentially informative website use metrics, and a separate process improvement review is underway that may provide additional context.

MnDOT asked Management Analysis and Development (MAD) to prepare a proposal for initial consultation and data collection.

## Products

MAD would consult with the client to gather and analyze customer input, as described below. The anticipated deliverable for the project is a memorandum or PowerPoint presentation summarizing activities and findings and recommending next steps.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be May 1, 2017 (or when the interagency agreement is signed) through June 30, 2017. If the interagency agreement is not signed by May 1, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

MAD would work flexibly with the client within the overall project hours outlined in the table below.

Activities	Hours
<b>Planning and preparation, review existing data:</b> Review the client’s summaries of survey data and website metrics; conduct a high-level scan of existing HPDP website and resources; work with the client to refine research approach within project budget; develop interview questionnaire.	25
<b>Gather and analyze input from selected customers, report results:</b> Schedule, conduct, and document focused interviews with selected site users; analyze interviews; review findings and recommendations of larger process improvement project (expected end of May 2017); develop recommendations for next steps; prepare a summary document highlighting findings and recommendations (summary could be a memorandum or PowerPoint presentation, depending on client’s needs); if requested by the client, present findings and recommendations at a MnDOT meeting.  (Calculations above assume 14 phone interviews of approximately 45 minutes each. MAD would work with the client to adjust quantity or mode of interviews based on project needs and overall budget.)	64
<b>Subtotal</b>	<b>89</b>
Project management, including client communication (18%)	16
<b>Total hours</b>	<b>105</b>
<b>Total costs: (105 hours times \$135)</b>	<b>\$ 14,175</b>

## Clients and Consultants

The primary client contacts would be Tara Carson and Steve Ryan. The initial MAD contact would be Beth Bibus. The MAD project team would identified as the project is underway.

## Client Responsibilities

The client would provide timely access to relevant information, including names and contact information for selected interviewees.

## Data Practices

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

## **Billing and Cost Calculations**

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$135 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract. If the Management Analysis and Development hourly rate increases effective July 1, 2017, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2017 forward.



**MAD Project Number: 2017-124  
INTERAGENCY AGREEMENT  
for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agencies: Minnesota Department of Transportation & Minnesota Department of Human Services  
MAD Contact: Charlie Petersen

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

Agency:	Fiscal Year: 2017	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$2,700.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

<b>Accounting Distribution 1-MnDOT: \$1,350</b>	<b>Accounting Distribution 2-DHS: \$1,350</b>
Fund: 1050	Fund:
Appr: T790880	Appr:
Org/Sub: T7934300	Org/Sub:
Rept Catg:	Rept Catg:
Amount: \$1350.00	Amount:

Processing Information: (Some entries may not apply.)

Begin Date: \_\_\_\_\_ End Date: 6/30/17

Contracts: #125189  
Number/Date/Entry Initials

Orders: #3000357356  
Number/Date/Signatures

AMA 5-18-17

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

This is an agreement between the Minnesota Department of Transportation & Minnesota Department of Human Services (Requesting Agencies) and Minnesota Management & Budget, Management Analysis & Development (Division).

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

**1. Services to be Performed:**

The Division agrees that it will define a partnership between MnDOT and DHS to ensure reliable, cost-effective and accessible transportation choices that support the essential elements of life such as employment, housing, education and social connections for the elderly and individuals with disabilities.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: Charlie Petersen  
Requesting Agencies: Timothy Mitchell – MnDOT and Chuck Johnson - DHS

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

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

Up to 20 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division. The Minnesota Department of Transportation and Department of Human Services will split the cost evenly and each pay up to \$1,350.00. The total amount the Division will invoice under this agreement shall not exceed \$2,700.00.

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

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month and will be divided accordingly between the two Requesting Agencies, with cumulative payments not to exceed the total agreed amounts listed above.

**4. Effective Dates:**

This agreement is effective May 22, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

**6. Requesting Agencies' Authorized Agents:**

The Requesting Agencies' authorized agents for the purposes of this agreement is Timothy Mitchell, MnDOT and Chuck Johnson, DHS. These people shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

<b>1. Requesting Agency - MnDOT</b> By: <i>Melissa Braund</i> Title: <i>Asst. Director, consultant services</i> Date: <i>5/18/17</i>	<b>2. Requesting Agency - DHS</b> By: <i>[Signature]</i> Title: <i>Deputy Commissioner</i> Date: <i>5/25/17</i>
<b>3. MnDOT Contract Management</b> By: <i>[Signature]</i> Title: <i>Asst. chief counsel</i> Date: <i>5-19-2017</i>	<b>4. Management Analysis &amp; Development</b> By: <i>Randa E Rausa</i> Title: <i>Business Manager</i> Date: <i>May 18, 2017</i>

**Sales agreement  
between the  
Department of Transportation  
and  
Minnesota's Bookstore  
for sale and distribution of  
*Standard Specifications for Construction 2018***

This agreement is made by and between the Department of Transportation ("DOT") and the Minnesota Department of Administration, Minnesota's Bookstore ("Minnesota's Bookstore") regarding a one-volume book titled *Standard Specifications for Construction 2018* ("Work").

DOT and Minnesota's Bookstore agree to publish and sell the Work according to the following terms and conditions:

**1. Representation & copyright**

DOT represents that the Work is intellectual property owned by DOT, although it does not intend to register the copyright for the Work. DOT will provide PDF files to Minnesota's Bookstore for printing.

DOT retains the right to print, reprint, and reproduce the Work, as a book in cooperation with Minnesota's Bookstore. Minnesota's Bookstore is granted the authority to sell the Work in compliance with the terms of this agreement. Minnesota's Bookstore may use portions of the Work for promotional purposes.

**2. Printing, delivery & other operational expenses**

Minnesota's Bookstore will pay printing costs associated with the Work. In addition, Minnesota's Bookstore assumes all other operational costs associated with the Work including staff salaries & benefits, rent & utilities, warehousing & storage costs, packaging supplies, freight charges, web & IT support, credit card processing fees, promotional support, other business office support and statewide indirect costs.

Minnesota's Bookstore agrees to deliver 1,264 copies of the Work to DOT on or about July 1, 2017 under Pricing Terms outlined in Section 4. These books will be delivered to 395 John Ireland Boulevard in St Paul by the contract printing vendor. These books will be packaged in boxes of 10 books per box – each box will weigh approximately 30 pounds.

**3. Sales**

Minnesota's Bookstore agrees to sell the Work in the following ways – at its walk-in retail location at 660 Olive Street in St Paul and via phone, fax, mail or on-line orders.

The stock number assigned to the Work will be 14469 – it will consist of one soft cover perfect bound volume with a total of 740 pages.

#### **4. Pricing Schedule**

Minnesota's Bookstore will sell the Work for \$26 each.

This product will not be eligible for quantity, wholesale, distributor, or other special discounts.

Prices outlined in this section do not include applicable sales tax or Minnesota's Bookstore published shipping charges for phone, web, and mail orders (books shipped to locations outside Minnesota are not subject to sales tax). Under certain shipping conditions, additional charges may be applied to large orders; these additional charges will be discussed in advance with customers. Shipping fees will be waived on orders picked up. Because tax exempt orders need to be verified, those orders cannot be placed online.

Minnesota's Bookstore accepts cash, checks, debit cards and VISA, MasterCard, American Express and Discover. State agency or other governmental purchase orders will be accepted from customers that establish a billing account with Minnesota's Bookstore in advance.

DOT will purchase 1,264 manuals from Minnesota's Bookstore for \$12 per book – these books will be delivered directly to DOT from the Minnesota's Bookstore contract printing vendor as described in Section 2. DOT will be invoiced for these books once delivery is completed – DOT will provide an FY17 purchase order for payment.

The total obligation of DOT for all compensation and reimbursements to Minnesota's Bookstore under this agreement will not exceed \$15,168.00.

#### **5. Royalties**

DOT will not receive consignment royalties on the sale of the Work. However, Minnesota's Bookstore will provide to DOT, on a quarterly basis, a report outlining the sales totals for the Work during the previous quarter. This data will be send to Steve Ryan at DOT.

#### **6. Distribution**

The Work will be offered for sale in Minnesota's Bookstore printed and on-line catalogs. If desired, Minnesota's Bookstore staff will also develop printed materials or electronic promotional material for DOT's use to promote the Work. Initial press run will be 2,500 copies – it will be reprinted as needed for the duration of the sales period.

#### **7. Authorized Representatives**

DOT's Authorized Representative will be: Stephen Ryan, 395 John Ireland Blvd, St Paul, MN 55155-1899, 651-366-4675, [steve.ryan@state.mn.us](mailto:steve.ryan@state.mn.us).

Minnesota's Bookstore Authorized Representative will be: Mary Mikes, 660 Olive Street, St Paul, MN 55155, 651-297-3979, [mary.mikes@state.mn.us](mailto:mary.mikes@state.mn.us) .

#### **8. Liability**

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

2 | *Standard Specifications for Construction Sales Agreement*

## **9. State Audit**

The books, records, documents, and accounting practices and procedures of the Minnesota's Bookstore relevant to this Agreement, will be subject to examination by DOT and either the Legislative Auditor or State Auditor, as appropriate for a minimum of six years.

## **10. Government Data Practices**

The Parties will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

## **11. Amendments**

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

## **12. Termination of Agreement**

This agreement may be terminated by either party for breach of the Agreement by the other party, or by mutual agreement with a six-month notice. If this occurs, DOT agrees to purchase remaining quantities of the Work for its own internal use at the Minnesota's Bookstore unit cost, subject to an encumbrance of funds.

## **13. Effective Date & Duration**

This Agreement shall be effective on the date of the last signature below and shall continue for the duration of the 2018 edition (it is expected that the 2018 edition will be sold through the end of calendar year 2020).

**[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]**

In Witness Whereof, these parties have caused their names to be hereunto subscribed:

**For the Department of Administration  
Minnesota's Bookstore**

By: Mary K. Mikes  
Mary K. Mikes

Title: Manager  
Manager, Minnesota's Bookstore

Date: 6/21/2017

**For the Department of Transportation**

By: Nancy Daubenberger  
Nancy Daubenberger, P.E.

Title: Assistant Commissioner  
~~Director~~, Engineering Services Division

Date: 6/22/2017

**State Encumbrance Verification**

By: Marcia Guerra  
Digitally signed by Marcia Guerra  
DN: cn=Marcia Guerra  
Date: 2017.06.21 09:26:02 -0500

Date: 6/21/17

**MnDOT Contract Management**

By: Ryan Paul

Date: 6/27/2017

PO Number: 3000362491 \_\_\_\_\_

SWIFT Contract Number: 126788 \_\_\_\_\_

June 7, 2017

**PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
FOR  
MAINTENANCE AT GRAND PORTAGE STATE PARK / REST AREA  
AND  
CUSTODIAL SERVICES AT MOUNT JOSEPHINE WAYSIDE**

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

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties have jointly constructed the Grand Portage Visitor Center and Rest Area under previous contract and agreement; and
3. The parties wish to cooperatively provide maintenance at the Grand Portage State Park Visitor Center/ Rest Area; and
4. The parties wish to cooperatively provide custodial service at the Mount Josephine Wayside; and
5. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

**1. Term of Agreement; Exhibits**

- 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and DNR officials pursuant to Minnesota law.
- 1.2 **Expiration date.** This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 6.
- 1.3 **Exhibits.** Exhibit A is attached and incorporated into this agreement.

**2. Scope of Work and Responsibilities of Each Party.** The responsibilities of each Party for maintenance of the Grand Portage Rest Area and Mount Josephine Wayside are defined in Exhibit A – Maintenance and Custodial Services.

**3. Authorized Representatives**

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

**3.2 MnDOT's Authorized Representative is**

Name: Perry Collins or his successor.  
Title: Maintenance Operations Engineer  
MnDOT – District 1  
Address: 1123 Mesaba Avenue, MS-010, Duluth, MN 55811  
Telephone Number: 218-725-2827

MnDOT Contract #  
MNDNR Contract #

1028663  
127300

Email Address: perry.collins@state.mn.us

- 3.3 **DNR's Authorized Representative is:**  
Name: Christa Maxwell or her successor.  
Title: District Supervisor (Region 2, D4)  
Minnesota DNR  
Billing Address: Same as below  
Street Address: 1568 Highway 2, Two Harbors, MN 55616  
Telephone Number: 218-834-1433  
Email Address: christa.maxwell@state.mn.us

#### 4. Consideration and Payment

- 4.1 MnDOT will perform the work identified in Section 1.1 of Exhibit A without reimbursement from DNR. DNR will perform the work identified in Section 1.2 of Exhibit A without reimbursement from MnDOT.
- 4.2 MnDOT will make an annual payment to the DNR for the custodial services covered by this Agreement, as provided in Sections 3.2 and 4.2 of Exhibit A. The annual payment may be prorated and paid at different intervals if approved by the Operations Task Force.
- 4.3 Sections 2, 5, 6, 7 and 8 of Exhibit A provide for allocation of certain expenses between the parties. The Operations Task Force will be responsible for balancing the reimbursement amounts and making an annual assessment to the party owing the net reimbursement obligation. This allocation and assessment may happen on a more frequent basis if approved by the Operations Task Force. It is anticipated that MnDOT will generally owe reimbursements to the DNR under this Agreement.
- 4.4 The party owed the net reimbursement will create and enter an invoice in SWIFT. The party owing the net reimbursement will make payment using the bilateral netting process in SWIFT.
- 4.5 MnDOT's obligation due to the DNR for FY 2018 through FY 2022 will not exceed \$57,400.00 per year, subject to adjustment by the Operations Task Force as provided here.

Visitor Center/Rest Area - Custodial Basic Level Service	\$ 50,600.00
Mount Josephine Wayside - Custodial Service	\$ 6,800.00
Yearly Cost	\$ 57,400.00
Five year term	5
MnDOT's total obligation	\$287,000.00

MnDOT's total obligation for FY 2018 through FY 2022 will not exceed \$287,000.00.

- 4.6 The obligations of the parties under this Agreement are subject to the appropriation and encumbrance of funds for such purposes as required by applicable law.

#### 5. Liability

Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by Minnesota Statutes §3.736 and other applicable law.

6. **Termination:** This Agreement may be terminated by mutual agreement of the parties.
7. **Amendments:** This Agreement may be amended by mutual agreement of the parties.

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

MnDOT Contract #  
MNDNR Contract #

1028663  
127300

**DEPARTMENT OF NATURAL RESOURCES**

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

By: [Signature]  
Title: PAT Admin Mgr  
Date: 6-26-17

**COMMISSIONER OF TRANSPORTATION**

By: [Signature]  
Title: Asst. Division Director - Ops  
Date: 6/28/17

**MNDOT ENCUMBRANCE VERIFICATION**

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

By: [Signature]  
Date: 7/13/17  
SWIFT Contract # 128463

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]  
Date: 7-20-17

SWIFT Purchase Order # 3000367188

*DNR cont # 12730  
6-26-17  
B. Kleber*

**Exhibit A**

**1. Parking lot and Access Road Maintenance during Snow Events**

**1.1. MnDOT Responsibilities.** MnDOT will:

1.1.1. As appropriate, MnDOT plows will pass through the visitor center/rest area and parking lots but will not clear lots entirely.

1.1.2. Give priority to clearing Trunk Highway 61 before visitor center/rest area and parking lots.

1.1.3. When TH 61 is clear, MnDOT will completely plow the visitor center/rest area parking lots.

**1.2. DNR Responsibilities.** DNR will:

1.2.1. Maintain both parking lots with a quick mounted plow until MnDOT can return from clearing TH 61.

1.2.2. Assist on an as needed basis, to open the access road and parking lots when MnDOT plows are not available.

1.2.3. Assist with plowing areas of the parking lots that are difficult to reach with MnDOT trucks.

1.3. **DNR understands** snow removal and ice control on TH 61 must take priority over the access road to the visitor center/rest area and parking lots.

**2. Parking Lot and Access Road Maintenance; Lighting Facilities**

2.1. MnDOT will provide for the maintenance of the parking lots and the access road and all of the facilities a part thereof, including the lighting facilities.

2.2. MnDOT will provide for 100% of the cost of all routine maintenance and repair of the parking lots and access roads which cost \$1,000.00 or less per incident.

2.3. If a parking lot or access road maintenance or repair incident exceeds \$1,000.00, DNR will be responsible for 50% of the cost of the incident and MnDOT will be responsible for the remaining 50% of the cost.

2.4. MnDOT will consult with DNR before undertaking maintenance or repair work in excess of \$1,000.00.

2.5. MnDOT will pay for 100% of the electrical costs of the lighting facilities of the parking lots and exterior area lighting (for safety purposes), without cost to the DNR.

**3. Custodial Services for Visitor Center/Rest Area**

3.1. DNR will provide staff to perform custodial work within the visitor center/rest area

3.2. MnDOT will pay \$50,600.00 per year for the full cost of the basic level service.

3.2.1 Basic level service is defined as presence 365 days.

3.2.2 There will be a minimum of 8 hours of presence from May 1 to October 31 and as needed from November 1 to April 30th.

3.3. High priority custodial service will be custodial maintenance to the rest rooms, parking lot area, and surrounding walks and grounds. Maintenance of the walkways will include snow and debris removal, and other activities necessary to keep the walkways in a safe and usable condition.

3.4. DNR will pay the costs for any personnel needed in excess of this base-level service, without cost or expense to MnDOT.

3.5. DNR will supply cleaning equipment, supplies and mowing at no cost to MnDOT.

3.6. MnDOT will provide and maintain a snow blower.

3.7. The Grand Portage State Park Manager will supervise personnel.

**4. Custodial Services for the Mount Josephine Wayside**

4.1. DNR will provide staff to perform custodial work at the Mount Josephine Wayside

MnDOT Contract #  
MNDNR Contract #

00611

127300

## Exhibit A

- 4.2. MnDOT will pay \$6,800.00 per year for the cost of Custodial Service. Custodial Service is defined as a presence every day from May 1 to October 30 and 24 hours per week of custodial work during this time frame.
- 4.2.1. Custodial work will include cleaning of restrooms, emptying of trash and recycling cans and collecting loose trash from walkways and parking lots.
- 4.3. MnDOT will contract for the trash collection from the dumpster and pumping the septic tanks as needed
- 5. Building Maintenance and Repairs**
- 5.1. Routine Maintenance. The cost of routine building maintenance and repairs of the visitors center/rest area, defined as those activities costing \$100 or less per incident, will be the responsibility of the DNR.
- 5.1.1. Routine building maintenance includes, but is not limited to: maintenance of heating, plumbing and electrical systems, painting, changing light-bulbs, replacing furnace filters, unplugging drains, replacing broken glass and repairing picnic tables and garbage receptacles.
- 5.2. Non-routine Maintenance. Except for major repairs or replacements of the visitor center/rest area sewage system, Non-Routine maintenance includes all maintenance and repair incidents costing \$100.00 or more.
- 5.3. MnDOT may provide available personnel to assist with non-routine building maintenance activities.
- 5.4. The cost of non-routine maintenance and repairs of \$100 or more will be split 70% DNR and 30% MnDOT.
- 5.5. Major repairs to the sewage system will be split 36% DNR and 64% MnDOT.
- 5.6. DNR will be responsible for making the arrangements for the building maintenance and repairs.
- 5.7. The Grand Portage State Park Manager will contact and consult with MnDOT before undertaking building maintenance work estimated to be in excess of \$1,000.00
- 6. Trash Collection and Recycling**
- 6.1. DNR will be responsible for recycling activities for the visitor center/rest areas.
- 6.2. DNR will be responsible for 70% of the cost of trash collection for the visitor center/rest area, and MnDOT will be responsible for the remaining 30% of the cost.
- 6.3. DNR will be responsible for contracting for trash collection/recycling.
- 7. Building Operations**
- 7.1. Electrical and Heating Costs.
- 7.2. Except for electrical costs provided by MnDOT under Section 2.5,
- 7.2.1. DNR will be responsible for 70% of the cost of electricity and heat for the visitor center/rest area.
- 7.2.2. MnDOT will be responsible for the remaining 30% of the cost.
- 7.2.3. MnDOT will be invoiced separately and directly by the power company for the parking lot lighting system and exterior lighting system. The electricity for this system will run on an independent meter.
- 8. Telephone Service.**
- 8.1. DNR will pay 100% of the costs for telephone service in the visitor center office and interpretive center.

MnDOT Contract #  
MNDNR Contract #

00611  
127300

**Exhibit A**

- 8.2. One handicapped accessible TTY courtesy telephone and a rest area security telephone will be incorporated into the visitor center telephone.
- 8.3. MnDOT will pay for any extraordinary costs associated with the TTY courtesy phone requirement including repairs or replacement.
- 8.4. DNR and MnDOT will cooperate to provide "North Shore Travel Information Services,"
- 8.5. DNR will be responsible for displaying and distributing information and interpretive materials in the visitor center/rest area.

**9. Operations Task Force**

- 9.1. The parties will establish an Operations Task Force for the purposes of overseeing the operation of the facilities, implementing this Agreement, and determining payments/reimbursements under the terms of this Agreement. The Task Force will consist, initially, of the Grand Portage State Park Manager, DNR NE Region Facilities Maintenance Supervisor, and MnDOT's District Maintenance Engineer, with other members to be added at the discretion of each party.
- 9.2. The Operations Task Force Duties:
  - 9.2.1. Meet periodically to review billings and expenditures and review the Agreement provisions.
  - 9.2.2. Determine the specific maintenance and operational responsibilities of each agency for items not covered under this Agreement.
  - 9.2.3. Determine, based on the percentage allocations specified in this Agreement the dollar value of the services for which each agency will pay annually, and direct that invoicing occur accordingly.
  - 9.2.4. Each agency will be invoiced separately at the agreed upon percentages for any additional services per the Operations Taskforce not covered in this Agreement.
  - 9.2.5. Recommend any changes to the allocations specified in this Agreement as deemed desirable based on actual experience.

**(The remainder of this page has been intentionally left blank)**

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

---

Pursuant to Minnesota Statutes, Sections 16B.242 and 471.59, this is an agreement between the Department of Administration (Admin) and the Minnesota Department of Transportation (MnDOT).

**1. Services to be Performed:**

This Agreement provides for MnDOT's financial contribution to improvements in the Archibus system for the period from the date of execution through the end of the 2018/2019 biennium on June 30, 2019. The enterprise real property technology system provides the tools and information necessary for data-driven facility investment and management across the enterprise. Under this agreement and to the extent funds are contributed, Admin will execute the following improvements to Archibus:

- Archibus Upgrade
- Facility Condition Assessment (FCA) Improvements
- Preventative Maintenance Standardization
- Equipment Useful Life Standardization
- GIS Implementation
- Technical Documentation

Regular status updates will be provided through monthly Minnesota Enterprise TIFM (Total Infrastructure Facilities Management) Team (METT) meetings, Enterprise Real Property Governance Team meetings, and project work group teams on an ad-hoc basis.

**2. Authorized Agents:**

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

Admin: Jedd Prokash, Enterprise Real Property Program Manager, or his successor, 50 Sherburne Ave., St. Paul, MN, 55155, (651) 201-2554.

MnDOT: Michael Ligday, Building Services Section - Planning, Programming and Asset Management Unit, or his successor, 395 John Ireland Blvd, St. Paul, MN 55155

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

In consideration for enterprise real property system services provided, the Minnesota Department of Transportation agrees to contribute to this effort as follows:

**TOTAL CONTRIBUTION = \$10,000.00 to \$300,000.00**

MnDOT will, in its sole discretion, determine the final amount payable based on availability of funding. MnDOT may make some or all of its contribution with FY 2017 funds. MnDOT may elect to make more than one payment.

**4. Term of Agreement:**

This agreement is effective on the date last signed by the parties below, and it will remain in effect until June 30, 2019.

**5. Amendments:**

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

**Approved:**

1. Department of Administration	2. Department of Transportation
By: <u>ARoberts-Daw</u> Title: <u>Asst. Commissioner</u> Date: <u>06-21-2017</u>	By: <u>Mark Schoenfelder</u> <small>Digitally signed by Mark Schoenfelder DN: cn=Mark Schoenfelder Date: 2017.06.20 10:16:53 -05'00'</small> Title: <u>Director of Building Services</u> Date: _____

**MnDOT Contract Management:**

[Signature] 7-2-2017

**MnDOT Encumbrance Verification**

Amount encumbered: \$ 117,000.00

SWIFT Contract ID 127636

SWIFT PO: 3000364393

Date: 6/29/17

By: [Signature]

**STATE OF MINNESOTA  
INTERAGENCY EQUIPMENT LEASE AGREEMENT**

**Between**

**MINNESOTA DEPARTMENT OF TRANSPORTATION**

**And**

**MINNESOTA DEPARTMENT OF NATURAL RESOURCES**

This agreement is between the Minnesota Department of Transportation, (MNDOT) and the Minnesota Department of Natural Resources (DNR).

**Agreement**

**1. Term of Agreement**

- 1.1 **Effective date: 5/20/2014.** This Agreement will be effective on the date last signed by the parties.
- 1.2 **Expiration date: 9/3/2014.** This Agreement will remain in effect until 9/3/2014 unless terminated earlier pursuant to Article 6.

**2. Agreement between the Parties**

**2.1 MNDOT Responsibilities:**

- 2.1.1 MN/DOT District 7 will provide the unit(s) listed in Section 7 of this interagency lease agreement (hereafter the "Leased Unit(s)" in good working condition. The Leased Unit(s) will be available for pick-up by the DNR at MNDOT Window.
- 2.1.2 During the term of this interagency lease, MNDOT will make major repairs (transmission, engine, major body repair, etc.) to the Leased Unit(s), if necessary. MNDOT will be responsible for the cost of such major repairs, to the extent the repairs do not result from abuse or negligence in use of the Leased Unit(s) by the DNR. In cases of abuse or negligence, the DNR will be assessed the cost of such repairs.
- 2.1.3 Upon return of the Leased Unit(s) at the end of the term, MNDOT will perform an inspection of the units, and will discuss with DNR the need and cost to perform any maintenance or repairs arising from the use of the Leased Unit(s).
- 2.1.4 MNDOT will not provide fuel for the units during this agreement. The DNR will make all fuel purchases and payments during the term of this agreement.

**2.2 DNR Responsibilities:**

- 2.2.1 DNR will provide minor repairs (flat tires, lamp bulbs, etc.) to the Leased Unit(s) as necessary while in possession of the Leased Unit(s). DNR will also provide routine maintenance (washing, oil and other fluid changes) as needed during this period and in accordance with manufacturer recommended maintenance schedules.
- 2.2.2 DNR will pay MNDOT District 7 for the use of the Leased Unit(s). Applicable rates for the Leased Unit(s) are listed in Section 7 of this lease agreement. The lease will be paid promptly following the return of the Leased Unit(s) to MNDOT.

2.2.3 DNR will adhere to all safety regulations when operating the Leased Unit(s), and will allow only adequately trained personnel to operate the Leased Unit(s).

2.2.4 DNR will return the Leased Unit(s) to MN/DOT at the end of the term of this Agreement in the same condition as when it was issued (normal wear and tear excepted).

### 3. Consideration and Payment

3.1 DNR will make one lump sum payment to MNDOT for the lease of the equipment at the end of the term of the agreement. The payment will be based on the recovery rates listed in Section 7 of this lease agreement. Payment will be made by interagency transfer as directed by MNDOT.

### 4. Agency Contacts

4.1 For MNDOT: Dave Schettler the District Shop Supervisor, phone number: (507)831-8034.

4.2 For DNR: Jim Wilmot the DNR's Equipment Coordinator, phone number: (507)359-6004.

### 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

6.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law. Each party will be responsible for the actions of their operators including damages to the Leased Unit(s), and damages to any person or property arising from the party's use of the Leased Unit(s). Any tort claims, to the extent allowed by Minnesota Law, will be the responsibility of the party operating the Leased Unit(s) at the time of the occurrence giving rise to the claim.

6.2 MNDOT has no duty to train DNR equipment operators, or to otherwise ensure that DNR operators are adequately trained. MNDOT has no duty to observe or review use of the Leased Unit(s) by the DNR. If MNDOT observes the Leased Unit(s) being operated in an unsafe manner, MNDOT has the right, but not the obligation, to notify DNR and to terminate this Agreement pursuant to Article 7

### 7. Termination

6.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. MNDOT may unilaterally and immediately terminate this Agreement at any time if it observes the Lease Unit(s) being operated in a unsafe manner (as determined by MNDOT in its sole discretion).

### 7 Leased Unit(s)

7.1 The following are the Leased Unit(s) and the applicable "recovery rate" for each unit, which will be the cost paid by the DNR for the Leased Unit(s).

Enter Unit: #98361 or Equipment class: 330

Beginning miles: 190954 Hours: 6897 Serial #1HTGBADRXXH655496

Ending miles: Hours: 191987 Hours: 6932 Total miles used: 1033 Amount Due: \$ 3522.53

Book Value (M5): \$7,998 Recovery Rate to pay per mile: \$3.41

Insurance Risk management Policy # \_\_\_\_\_ Parking Location: Windom Truck Station

Contract # 78511  
PO 3-56966  
Wade Dudley 5/20/14

MINNESOTA DEPARTMENT OF  
TRANSPORTATION

By: Wade Dudley Chad Hall  
(With delegated authority)

Title: Asst. Dir. Acting District Engineer

Date: 5-15-2014 7/30/14

MINNESOTA DEPARTMENT OF  
NATURAL RESOURCES

By: Dennis Fredrickson  
(With delegated authority)

Title: REGIONAL DIRECTOR

Date: 5-20-14

Exhibit B - Work Assignment

July 7, 2014

Jennifer Bailey Matti, LS  
Property Conveyance Supervisor  
Office of Land Management, MnDOT  
395 John Ireland Boulevard, MS 632  
St. Paul, MN 55155

**SUBJECT:** Boundary survey: located in Sections 12 and 13, Township 147 North, Range 43 West and Sections 7, 8, 16, 17, 18, 20 and 27, Township 147 North, Range 42 West, County of Polk,

**Scope of Work:** Boundary survey pursuant to the Memorandum of Agreement between Minnesota Department of Transportation, Department of Natural Resources and Minnesota Board of Water and Soil Resources in the section-township-ranges listed in the subject area. The survey will also include setting pins at all appropriate boundary corners to clearly show inclusions and exclusions of private property. This survey will be used for the Transfer of Custodial Control.

To survey the complete site there will be 47 PLS corners to recover or re-establish, covering nine sections.

Staking the boundary will entail staking approximately 63 angle points. Nothing will be set on the boundary lines.

MnDOT will provide:

1. All previous MnDOT Land Survey material.
2. Equipment for any road excavations – coordinated thru District MnDOT Maintenance Office
3. Legal descriptions of the breakout areas.
4. Horizontal control information.
5. MnDOT will provide sign posts and 3/4" irons

DNR Duties:

1. Recover or re-establish all of the Public Land Survey section corners and quarter corners in Sections 12 and 13 Township 147 North Range 43 West and Sections 7, 8, 16, 17, 18, 20 and 27 Township 147 North Range 42 West in Polk County.
2. Monument all boundary angle points with a survey cap on a 3/4" iron pin with a steel sign post and sign (DNR will provide caps and signs – MnDOT will provide sign posts and 3/4" irons)
3. Establish coordinate values for the above PLS corners and boundary angle points on Polk County Coordinates NAD 1983(96 adj.).
4. Monument any of the PLS corners that are un-monumented and upgrade any corner monuments that are sub-standard. The preferred monuments are a 3/4" iron pin with cap for all road locations and cast iron monument at non-road locations.
5. Prepare and record Certificates of Location of Government corners for the above PLS corners and any other PLS corners used to set any of the above PLS corners set by lost methods. Provide copies of the recorded Certificates of Location of Government Corners.
6. Provide an electronic file of all points (PLS corners and Boundary angle points)
7. Section breakdowns for the nine sections
8. Site maps for any areas of encroachments

Approximate cost of services:

Survey Unit Staff: 725 hours @\$106/hr \$78,850

Expenses: (mileage, motel, meals, monuments, backhoe services) \$10,000

Total approximate cost of services: \$88,850.00

Starting date is August 25, 2014

Finish date is November 10, 2014

Exhibit B - Work Assignment

This is a Work Assignment Request for Master Partnership Agreement #02192 from the Minnesota Department of Transportation, Office of Land Management. During the execution of these services all current overhead rates will be charged. An invoice will be completed to bill for this project. Please reference the invoice number on all payments.

MnDOT's Project Manager for the services requested is:

Name:	<u>Jennifer Bailey Matti, LS</u>
Location/Dept.:	<u>Office of Land Management – Property Conveyance Unit</u>
Street Address, MS:	<u>395 John Ireland Boulevard, MS 632</u>
City State Zip	<u>St. Paul, MN 55155</u>
Phone:	<u>651-366-3474</u>
Email:	<u>jennifer.bailey@state.mn.us</u>

DNR's Project Manager for the services requested is:

Name:	<u>Kim Montgomery</u>
Location/Dept.:	<u>Office of Management and Budget Services</u>
Street Address:	<u>500 Lafayette Road</u>
City State Zip:	<u>St. Paul, MN 55155</u>
Phone:	<u>651-259-5567</u>
Email:	<u>kim.montgomery@state.mn.us</u>

Please sign below, convert to PDF and return to acknowledge acceptance of the terms in this letter. Work cannot begin until this Work Assignment approved letter is received by the Providing Party. Please contact either Project Manager or Authorized Representative, if you have questions or concerns.

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

Exhibit B - Work Assignment

**MnDOT**

The MnDOT certifies that the appropriate person(s) have approved the services requested in this letter on behalf of the MnDOT as required by applicable articles, bylaws, resolutions or ordinances

cc: MnDOT Cash Accounting Office, MS 230  
395 John Ireland Blvd MS 230, St Paul, MN

**State Encumbrance Verification**

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

By: David D. Thompson  
Title: Assistant Director Capital  
Date: 9/5/14

By: R. Wany  
Title: 832341/3000203750  
Date: 9-5-14

**DNR**

The DNR certifies that the appropriate person(s) have approved the services requested in this letter on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances

By: Krista Lewis  
Title: Asst. Dir. Land + Minerals DNR  
Date: 8/26/14



Minnesota Department of Natural Resources MNDOT contract # 02192W17

**Fleet Management**

**INTERAGENCY EQUIPMENT AGREEMENT**

The Department of Natural Resources agrees to loan the following equipment to:

**BORROWER AND EQUIPMENT INFORMATION**

AGENCY: MNDOT ADDRESS: PO Box 26, Windom, MN

Asset # :	Description:	Vehicle ID/Serial#:	Pool Hrly Rate:	DNR Pickup loc:	Delivery Location:
1595734	2011 Caterpillar D4K	CAT00D4KCRRR00503	\$52.21	TALCOT WL	Region 4 Fleet Shop 21371 St Hwy 15 New Ulm MN 56073
1478921	2009 Caterpillar D4K	CAT00D4KTRRR0342	\$54.68	BACKUS FOR	Region 1 Fleet Shop 2115 Birchmont Beach Rd NE Bemidji MN 56601
1428716	2007 Caterpillar D4G	CAT00D4GCTLX01263	\$66.00	BEMIDJI FOR	Region 1 Fleet Shop 2115 Birchmont Beach Rd NE Bemidji MN 56601
1478971	2010 Caterpillar D4K	CAT00D4KERRR00385	\$52.56	ZIMMERMAN FOR	Region 4 Fleet Shop 21371 St Hwy 15 New Ulm MN 56073
1692985	2015 JD 650K	1T0650KXLFF286255	\$73.62	ELYSIAN PAT	Region 4 Fleet Shop 21371 St Hwy 15 New Ulm MN 56073

**LOAN PERIOD AND RATES:**

Loan Period: From: 12/01/2016 To: 3/1/2017 with the option to extend agreement

These units must be returned to the DNR Delivery location identified above no later than the last day of this agreement, unless a written exemption is granted by Regional Fleet Supervisor Dennis Kitzberger.

Rates will be billed per hour of use as indicated above and invoiced monthly consistent with the monthly usage reports (MUR). A minimum of 50 hours will be invoiced during the loan period; a maximum usage of 300 hours, unless otherwise approved.

**Pickup and Delivery**

Arrangements to pick up and return the equip are to be made with: Name: Dennis Kitzberger Title: Regional Fleet Supervisor  
email: dennis.kitzberger@state.mn.us Phone # (507) 359-6004

**BILLING INFORMATION**

Borrowing agency will mail the Monthly Unit Report to the person indicated below, no later than the 7<sup>th</sup> of each month.

Name: Lisa Leskey, 21371 St Hwy 15, New Ulm, MN 56073 email: lisa.leskey@state.mn.us

Phone #: 507-359-6022

ASSIGNED FINDEPT ID (to be filled in on Monthly Use Report): G404

Fax #: 507-359-6018

**INVOICING INFORMATION**

DNR Fleet invoices will be sent monthly to:

Name: Rick Vollen

Agency: MNDOT

Location: Windom

**Routine Maintenance, Repairs, Accidents:**

Routine daily maintenance, repairs including oil, grease, etc. will be completed by the borrower at borrower's expense and consistent with manufacturer's servicing schedule. For repairs, accidents and damage, contact:

Dennis Kitzberger  
PHONE NUMBER: 507-359-6004  
dennis.kitzberger@state.mn.us

Repair costs due to neglect or abuse during the loan period will be the responsibility of the borrowing agency. It is understood that MN/DOT is leasing this equipment to be used for pushing or moving snow only. This machine is not to be used for any type of sand or salt loading, stockpiling operations, etc. Additionally, to ensure manufacturer's warranty, only OEM filters and fluids are to be used.

Machines must be cleaned before returning to DNR; including inside of the cab, tracks, and any compartments where salt, corrosives, or invasive species may be present. Machines returned dirty, will be professionally cleaned and costs will be billed to borrower.

A Voyager card is provided for use at retail stations and such fuel will be paid for by DNR (included in the rate above). Fuel cost from bulk tanks will be the responsibility of the borrower.

**Termination:**

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

**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.

**Liability:**

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

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

Signed: Dave Schiller 10/31/2016

Department of Natural Resources

By: DAVE SCHILLER  
(With delegated authority)

Title: Fleet + Materials Mgr Date: 10/31/2016

Department of Transportation

By: [Signature]  
(With delegated authority)

Title: T057II Date: 11/3/16

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 11/2/16

SWIFT Contract (SC) ID No.: \_\_\_\_\_

Purchase Order (PO) ID No.: 3000324266

**MnDOT CONTRACT MANAGEMENT**

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

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

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

X the appropriate line  
 Payable by State \_\_\_\_\_  
 Receivable by MnDOT  X

**STATE OF MINNESOTA  
 WORK ORDER UNDER  
 MASTER PARTNERSHIP CONTRACT**

**Project Identification:** Sand/Salt for Metro Department of Natural Resources

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation Master Partnership Contract No. 02192W018. This Partnership Work Order is between the Minnesota Department of Transportation (MnDOT) and Department of Natural Resources (DNR), acting through their respective Commissioners, and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

Work Order Contract

**Article 1 Term of Work Order Contract; Incorporation of Exhibits:**

- 1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by MnDOT, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency's Authorized Representative.
- 1.2 Expiration date: This Work Order Contract will expire on 06/30/2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

**Article 2 Nature of Work; Requesting and MnDOT:**

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
  - \_\_\_\_\_ Construction Administration
  - \_\_\_\_\_ Emergency Services
  - \_\_\_\_\_ Professional/Technical Services
  - X  Roadway Maintenance
- 2.2 X the blanks below to indicate which party is the "DNR" and which party is the "MnDOT".
  - 2.2.1 The Requesting Party is: \_\_\_\_\_ MnDOT  X  DNR
  - 2.2.2 The Providing Party is:  X  MnDOT \_\_\_\_\_ DNR

**Article 3 Scope of Work:**

- 3.1 MnDOT will perform services under this Work Order summarized generally as follows:
  - 3.1.1 During FY 2016 MnDOT will provide up to 50 tons of sand/salt annually at the rate of \$70.45 per ton plus MnDOT's Material Handling Fee of 18.24 percent for a total of not to exceed \$4,165.00. If additional salt is need during FY 2016, the sand/salt will be provided at the same rate per ton. During FY 2017, the rate will increase by 3% as indicated below unless an amendment is executed.

	Materials and Supplies (Inventory)	% Incr.	Unit/ Ton	Rate	Total Cost	Material/ Handling Fee Percent	Salt Total Cost	Total Cost per ton
FY 2016	Sand/Salt		50	\$70.45	\$3,522.50	18.24%	\$642.50	\$4,165.00
FY 2017	Sand/Salt	3%	50	\$72.56	\$3,628.18	18.24%	\$661.78	\$4,289.95
<b>Total Contract</b>							<b>\$8,454.96</b>	

1858 

3.1.2 This Sand/Salt will be stored at the Cedar Avenue truck station and will be accessible to the DNR and loaded by MnDOT employees at the Cedar Avenue truck station, 1900 East 66<sup>th</sup> St. Richfield, MN 55423. Phone number, 612/970-2802.

- 3.2 MnDOT will provide a loader and operator at the site to load the DNR's vehicles.
- 3.3 Provide a log book for the purpose of recording the quantity and type material used by the DNR.
- 3.4 Meet with DNR before May 15 of every year to verify salt usage, estimate future needs and confirm rate changes.

**Article 4 Deliverables by MnDOT:**

4.1 Deliverables are the work products created or supplied by MnDOT pursuant to the terms of this Work Order. The detailed summary of the deliverables for this work order are as follows: The rate and amount are detailed in Article 3.1.1.

Deliverable	Description	Due Date
Up to 50 tons per year	Sand/Salt	06/30/16
Up to 50 tons per year	Sand/Salt	06/30/17

**Article 5 Items provided or completed by the DNR.**

- 5.1 The following will be provided or completed by the DNR: DNR will annually pay to MnDOT the contract rate for the actual quantity of salt plus material handling fee taken by the DNR during the season as calculated at the meeting referenced in Article 3.4. The estimated increase for FY 2017 is 3 percent. Additional changes to rates will require an amendment.
- 5.2 Take reasonable safety, security and environmental protection measures at the site and comply with MnDOT's regulations for same.
- 5.3 The DNR will maintain a small stock pile on DNR property for use when MnDOT is not on duty.
- 5.4 If MnDOT is not actively working on any particular day, the gate to the truck station salt stock piles will be locked and no salt will be available to the DNR.
- 5.5 Meet with MnDOT before May 15 of every year to verify usage, estimate future needs and confirm rate and rates.

**Article 6 Consideration of Payment:**

- 6.1 The DNR will pay for all services performed by MnDOT on an actual cost reimbursement basis as follows:
  - 6.1.1 The following items will be reimbursable at their actual cost to MnDOT:
    - 6.1.1.1 Materials and supplies reasonably needed to perform the work.
  - 6.1.2 MnDOT must, upon request of the DNR, provide documentation showing a breakdown of costs claimed for reimbursement.
- 6.2 The DNR's total obligation for all compensation and reimbursements to MnDOT will not exceed \$8,454.96.

**Article 7 Terms of Payment:**

- 7.1 After the meeting referenced in Article 3.4 each year, MnDOT will create and enter an invoice in SWIFT for the actual cost of the salt used during the fiscal year. Upon request of the DNR, MnDOT must provide documentation showing the actual costs incurred. See Article 3.1.1 for the rate and tons required.
- 7.4 The DNR will make payment using the bilateral netting process in SWIFT.
  - 7.4.1 The DNR will pay MnDOT as specified in this work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. Payment by the DNR.

7.4.2.1. The DNR will make payment to the order of the Commissioner of Transportation.

7.4.2.2. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MnDOT Contract No.: 02192W018" AND MNDOT "INVOICE NUMBER" SHOWN ON THE INVOICE.

**Article 8 DNR's Representatives:**

8.1 The DNR's Project Manager and Authorized Representative for this Work Order is:

Name: Dave Felleson  
Title: Assistant Manager  
Name of Agency: Department of Natural Resources  
Street Address: 101 Snelling Lake Rd.  
City, MnDOT Zip: St. Paul, MN 55111  
Phone: 123-456-7890  
Email Address: Email@address.exe

The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

The DNR's Authorized Representative is responsible for receiving, routing for approval and review, and paying invoices and resolving disputes related to this Work Order.

**Article 9 MnDOT's Project Manager:**

9.1 MnDOT's Project Manager, for this Work Order is:

Name: Jay Emerson  
Title: WOOC TOS4 South Region Superintendent  
Name of Agency: Metro MnDOT  
Street Address: 1500 West Country Rd. B2  
City, MnDOT Zip: Roseville, MN 55113  
Phone: 651-234-7907  
Email Address: Jay.emerson@state.mn.us

9.2 MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 10 Termination.**

10.1 Termination by MnDOT or DNR. The DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

10.2 Termination for Insufficient Funding. DNR may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the MnDOT. DNR is not obligated to pay for any services that are provided after notice and effective date of termination. However, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. DNR will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. DNR must

provide MnDOT notice of the lack of funding within a reasonable time of DNR's receiving that notice.

**Article 11 Additional Provisions**  
NONE.

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**DNR**

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

**COMMISSIONER OF TRANSPORTATION**

By: *Joni Garwood*  
Title: Acting Regional Director  
Date 03-31-2016

By: *M. Keel*  
Title: District Engineer  
Date 4/5/16

**DNR ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05. [WHOEVER ENCUMBERS THIS AGREEMENT SHOULD SIGN THE ENCUMBRANCE VERIFICATION BELOW.]

**~~COMMISSIONER OF ADMINISTRATION~~**

By: *Don Angel*  
Date: 3/22/16  
SWIFT Contract # 107443  
SWIFT PO # 30-91551

By: *for h*  
Title: Assistant chief Counsel  
Date 4-20-2016

**EXHIBIT A – STANDARD TERMS**

**STANDARD TERMS FOR ROADWAY MAINTENANCE**

1. MnDOT will perform roadway maintenance in accordance with the specifications and guidelines in the current "MnDOT Maintenance Manual" link: <http://ihub.dot.mn.us/maintenance/documents/docs.html#>.
2. Unless otherwise provided in this Work Order, MnDOT is not required to perform extraordinary maintenance or reconstruction. MnDOT should notify the DNR immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.
3. MnDOT will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

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2001-T7936100 - T791286  
 DNR - Gussets WO19 #02192  
 MnDOT Agreement No 02192 Work Order 19

rew  
 512605

T792021

X the appropriate line  
 Payable by State \_\_\_\_\_  
 Receivable by State       X      

STATE OF MINNESOTA  
 WORK ORDER UNDER  
 MASTER PARTNERSHIP CONTRACT

1/25/16 - 4/30/17  
 \$38,807.00

State Project (SP):	N/A	Trunk Highway (TH):	N/A
Project Identification:	Assessment and Load Rating Including Gussets for Bridge 3459		

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation Master Partnership Contract No. 02192 between the state of Minnesota acting through its Commissioner of Transportation ("MnDOT") and Minnesota Department of Natural Resources ("DNR") and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

Work Order Contract

Article 1 Term of Work Order Contract; Incorporation of Exhibits:

- 1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency's Authorized Representative.
- 1.2 Expiration date: This Work Order Contract will expire on April 30, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits A is attached and incorporated into this Work Order Contract.

Article 2 Nature of Work; Requesting and Providing Party:

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
  - \_\_\_\_\_ Construction Administration
  - \_\_\_\_\_ Emergency Services
  - X   Professional/Technical Services
  - \_\_\_\_\_ Roadway Maintenance
- 2.2 X the blanks below to indicate which party is the "Requesting Party" and which party is the "Providing Party".
  - 2.2.1 The Requesting Party is: \_\_\_\_\_ State   X   Local Government
  - 2.2.2 The Providing Party is:   X   State \_\_\_\_\_ Local Government

Article 3 Scope of Work:

- 3.1 The Providing Party will perform services under this Work Order summarized generally as follows:
  - 3.1.1 **Task 1- Project Development**
    - 3.1.1.1 Project Development Gather Information/Retrieve Rating Files & Data
    - 3.1.1.2 Review Fracture /critical Bridge Report
    - 3.1.1.3 Review Meeting with Owner (assumed at Duluth)

Bridge  
 Ed Lutgen  
 Denise Pierre  
 Connie Williams  
 Laurie Holmberg  
 - Kim Montgomery  
 - Paul Owen

- 3.1.2 **Task 2 – Field Inspection and Verification**
  - 3.1.2.1 Gusset Measurements, Member Verification Travel
- 3.1.3 **Task 3 – Truss Analysis (TRAP) Program)**
  - 3.1.3.1 Data Entry Dead Loads etc. Live Load Analysis
  - 3.1.3.2 Truss Member Data Summary Spreadsheet
- 3.1.4 **Task 4 – Gusset Plate Analysis (12 Gusset Plates)**
  - 3.1.4.1 Compile Coincident Loads
  - 3.1.4.2 Create Gusset Plate/Joint Drawings (14)
  - 3.1.4.3 HS 20 Gusset Plate Rating (14)
  - 3.1.4.4 Posting Truck Gusset Plate Ratings (3 assumed)
  - 3.1.4.5 Gusset Plate Rating Summary Spreadsheet
- 3.1.5 **Task 5 - Rating Report**
  - 3.1.5.1 Assemble Rating Report
  - 3.1.5.2 Certified “Truss & Gusset Plate Analysis & Load Posting Report
  - 3.1.5.3 Certified “Bridge Rating Details”
  - 3.1.5.4 Assemble & Annotate Photographs
- 3.2 The Requesting Party will provide the funding for the Professional/Technical contract for Assessment and Load Rating including Gussets.
- 3.3 The Providing Party will perform work in accordance with the “Standard Terms” contained in Exhibit A.
- 3.4 For a detailed description of work see Article 4 ‘Deliverables by the DNR.’

**Article 4 Deliverables by the Providing Party:**

- 4.1 Deliverables are the work products created or supplied by the Providing Party pursuant to the terms of this Work Order. The detailed summary of the deliverables for this work order are as follows:

Deliverable	Description	Due Date
Task 1 & 2	Project Development & Field Inspection and Verification	September 30, 2016
Task 3 & 4	Truss Analysis & Gusset Plate Analysis	February 15, 2017
Task 5	Rating Report	March 15, 2017

**Article 5 Items provided or completed by the Requesting Party.**

- 5.1 The following will be provided or completed by the Requesting Party: Preparation of a detailed load rating and posting report.

**Article 6 Consideration of Payment:**

- 6.1 The Requesting Party will pay for all services to be performed by the Providing Party in a lump sum.
- 6.2 The Providing Party will create and enter an invoice in SWIFT.
- 6.3 The Requesting Party’s total obligation for all compensation and reimbursements to the Providing Party will not exceed **\$38,807.00.**

**Article 7 Terms of Payment:**

- 7.1 The Requesting Party will pay the Providing Party upon execution of this work order. The Requesting Party will make payment using the bilateral netting process in SWIFT.

7.2 Upon request the Providing Party will submit signed invoices, and the signature will attest that the services have actually been performed.

7.3 Per Section 7.4 of the Master Partnership Contract;

7.3.1 The Requesting Party will pay the Providing Party as specified in this work order, and will make prompt payment in accordance with Minnesota law.

**Article 8 DNR's Project Manager and Authorized Representative:**

8.1 The DNR's Project Manager for this Work Order is:

Name: Paul Ouren  
Title: Principal Bridge Engineer  
Name of Agency: Minnesota Department of Natural Resource  
Street Address: 1601 Minnesota Drive  
City, State Zip: Brainerd, MN 56401  
Phone: 218-203-4387  
Email Address: Paul.Ouren@state.mn.us

The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8.2 The DNR's Authorized Representative is:

Name: Kim Montgomery  
Title: Contract Coordinator  
Name of Agency: Minnesota Department of Natural Resource  
Street Address: 500 Lafayette Road  
City, State Zip: St Paul, MN 55155  
Phone: 651-259-5567  
Email Address: Kim.montgomery@state.mn.us

The DNR's Authorized Representative for this Work Order is responsible for facilitating administrative functions, routing, approval and payment, related to this Work Order.

**Article 9 MnDOT's Project Manager:**

9.1 MnDOT's Project Manager, for this Work Order is:

Name: Ed Lutgen  
Title: Senior Administrator Engineer  
Agency: Minnesota Department of Transportation  
Street Address: 3485 Hadley Avenue North  
City, State Zip: Oakdale, MN 55128  
Phone: 651-366-4507  
Email Address: Ed.lutgen@state.mn.us

9.2 MnDOT's Project Manager is responsible for overseeing the MnDOT's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 10 Termination.**

- 10.1 Termination by MnDOT or DNR. The DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the Providing Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 10.2 Termination for Insufficient Funding. If MnDOT is the Requesting Party, MnDOT may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide the DNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

**Article 11 Additional Provisions**

NONE

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**DNR**

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

By: *Karl Lodermeier*  
Title: ADMINISTRATOR  
Date: 7-19-16

**COMMISSIONER OF TRANSPORTATION**

By: *Mark A. Barnes*  
Title: Assistant Commissioner or Assistant Division Director  
Date: 7/20/16

**STATE ENCUMBRANCE VERIFICATION**

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

By: *Kemi Montgomery*  
Date: 7-19-16  
SWIFT Contract #: 112527  
SWIFT PO #: 3-99527

**COMMISSIONER OF ADMINISTRATION**

By: *Thyane Gauthier*  
Title: Contracts Mgmt Supr.  
Date: 7/25/2016

**EXHIBIT A – STANDARD TERMS****STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES**

1. The Providing Party will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the MnDOT State Aid Division or on the MnDOT website, [www.dot.state.mn.us](http://www.dot.state.mn.us)
2. The Providing Party will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. The Providing Party will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Providing Party to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.

**STANDARD TERMS FOR ROADWAY MAINTENANCE**

1. The Providing Party will perform roadway maintenance in accordance with the specifications and guidelines in the current "MnDOT Maintenance Manual" link: <http://ihub.dot.state.mn.us/maintenance/documents/docs.html#>.
2. Unless otherwise provided in this Work Order, the Providing Party is not required to perform extraordinary maintenance or reconstruction. The Providing Party should notify the Requesting Party immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.
3. The Providing Party will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

**STANDARD TERMS FOR CONSTRUCTION ADMINISTRATION**

1. [If not provided by Requesting Party,] the Providing Party will prepare plans and special provisions in conformance with geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available from the District Office or the MnDOT web site, <http://www.dot.state.mn.us/manuals/index.html>.
2. The Providing Party will prepare the proposal for highway construction for the construction contract, which will include any provisions supplied by the Requesting Party, and any provisions required by Minnesota law and applicable Federal laws and regulations.
3. The Providing Party will prepare and publish the bid solicitation for the project(s) as required by state laws. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Providing Party will receive the sealed bids.
4. The Providing Party will solicit for bids after obtaining written notification from the Requesting Party that the plans and special provisions have been approved.
5. The Providing Party will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

**EXHIBIT A – STANDARD TERMS**

6. The Providing Party may include other work in the construction contract.
7. The Providing Party will receive and open bids.
8. After the bids are opened, the Providing Party will consider the bids and will award the bid to the lowest responsible bidder or best value proposer, as required or permitted by Minnesota law and subject to the concurrence of the Requesting Party, or the Providing Party may reject all bids.
  - a. The Providing Party will, within 7 days of opening bids for the construction contract, submit to the Requesting Party (to MnDOT's District Engineer if MnDOT is the Requesting Party) a copy of the low bid and an abstract of all bids together with the Providing Party's request for concurrence by the Requesting Party in the award of the construction contract. The Providing Party will not award the construction contract until the Requesting Party advises the Providing Party in writing of its concurrence therein.
  - b. The Providing Party may reject, and the Requesting Party may require the Providing Party to reject, any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids pursuant to this section, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the Providing Party will repeat the bidding process in a reasonable period of time, without additional cost or expense to the Requesting Party. The Providing Party may also elect to eliminate the Requesting Party's work from the contract, and proceed to award the contract for just the Providing Party's own work.
9. The Providing Party will prepare and execute a construction contract with the lowest responsible bidder (or the best value proposer if allowed by law) in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
10. The Providing Party will give the Requesting Party five day's notice of its intention to start the contract construction.
11. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Providing Party's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
12. The Providing Party will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Providing Party to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by the Requesting Party. This written consent will in no way relieve the Providing Party from its primary responsibility for performance of the work.
13. The Providing Party will document quantities in accordance with the guidelines set forth in the MnDOT Contract Administration Manual Sections 410 and 420 (including amendments and successors of those sections) in effect at the time the work is performed.
14. The Providing Party will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The Providing Party will notify the Requesting Party when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.

**EXHIBIT A – STANDARD TERMS**

15. The Providing Party will cause the contract construction to be started and completed in accordance with the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the Project Engineer and the Requesting Party's Engineer (or the Engineer's authorized representative), for unavoidable delays encountered in the performance thereof.
16. The Providing Party may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s). All changes in the plans, specifications, or special provisions for the Requesting Party's cost participation for construction covered under this Work order and all addenda, change orders and supplemental agreements entered into by the Providing Party for the Requesting Party's cost participation construction covered under this Work Order must be approved by the Requesting Party's Engineer (or the Engineer's authorized representative) prior to performance of the work. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
17. The Providing Party will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Providing Party will make partial payments in accordance with the terms of the construction contract for the Project(s).
18. If the DNR is the Providing Party for any trunk highway projects affecting utilities, the DNR will coordinate with MnDOT's Utilities Office. The DNR will provide a signed "Utility Certification Checklist" in accordance with the current MnDOT Technical Memorandum.
19. The Providing Party will prepare all required reports and keep records as required by this Work Order.
20. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted, and request final inspection by the Requesting Party's project manager.
21. Upon completion of the Project(s), the Providing Party will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final costs, the Providing Party will make the final payment in accordance with the terms of the construction contract for the Project(s).

**STANDARD TERMS FOR EMERGENCY SERVICES**

1. The Providing Party will furnish personnel, equipment, materials, and services as requested by the Requesting Party to assist with responding to or recovering from an emergency (whether declared or undeclared).
2. Services under this category may include services from any or all of the other three categories, including professional/technical services such as bridge and structure inspections and designs of emergency or permanent repairs.
3. The providing party will keep a strict accounting of time, materials, and equipment usage as directed by the Requesting Party, and as necessary to obtain reimbursement of emergency costs from federal and state sources.

**EXHIBIT A – STANDARD TERMS**

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## Exhibit B – Work Assignment

February 11, 2016

MN DNR  
 Attn: Fred Bengtson  
 1035 South Benton Drive  
 Sauk Rapids, MN 56379

**SUBJECT:** Services Requested: Plant inspection of pre-cast concrete sections.  
 Location of Project: Pelican Lake WMA, Wright County  
 Location of Inspections: Hancock Concrete Products, 2020 County Rd 29, Cannon Falls, MN

Approximate cost of services: \$1000.00

This is a Work Assignment Request for Master Partnership Agreement #02192 from the Minnesota Department of Natural Resources, Sauk Rapids Office. During the execution of these services all current overhead rates will be charged. An invoice will be completed to bill for this project. Please reference the invoice number on all payments. Invoice amount not to exceed \$1000.00

MnDOT's Project Manager for the services requested is:

Name:	Steve Grover
Location:	MNDOT/Office of Materials and Road Research
Street Address, MS:	1400 Gervais Avenue
City State Zip	Maplewood, MN 55109
Phone:	651-366-5540
Email:	Steve.Grover@state.mn.us

DNR's Project Manager for the services requested is:

Name:	Fred Bengtson
Location	DNR/Sauk Rapids Office
Street Address	1035 South Benton Drive
City State Zip	Sauk Rapids, MN 56379
Phone:	320-223-7869
Email:	Fred.Bengtson@state.mn.us

Exhibit B – Work Assignment

Please sign below and return a copy to acknowledge acceptance of the terms in this letter. Work cannot begin until this Work Assignment approved letter is received by the Providing Party. Please contact either Project Manager or Authorized Representative, if you have questions or concerns.

**MnDOT**

The MnDOT certifies that the appropriate person(s) have approved the services requested in this letter on behalf of the MnDOT as required by applicable articles, bylaws, resolutions or ordinances

cc: MnDOT Cash Accounting Office, MS 230  
395 John Ireland Blvd MS 230, St Paul, MN

By: [Signature]  
Title: ENRANGER  
Date: 3/1/16

**State Encumbrance Verification**

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

By: [Signature]  
Title: Accounting Officer  
Date: 2/26/16  
30-90381

**DNR**

The DNR certifies that the appropriate person(s) have approved the services requested in this letter on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances

By: [Signature]  
Title: Regional Director  
Date: 2-26-2016

# Interagency Agreement

**State of Minnesota**

SWIFT Contract No.: 00000000000000000000110755

MnDOT Contract No.: 1025985

This agreement is between the Minnesota Department of Natural Resources (MNDNR) and Minnesota Department of Transportation (MNDOT).

## **Agreement**

---

### **1 Term of Agreement**

- 1.1 **Effective date:** June 13, 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:** October 13, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

### **2 Scope of Work**

Seal all the cracks on the Tarmac at the Bemidji Tanker Base.

### **3 Consideration and Payment**

MNDOT shall submit an invoice for completed work through SWIFT. The invoice shall reference said agreement.

The total obligation of MNDNR for all compensation and reimbursements under this agreement will not exceed \$14,000.00.

### **4 Conditions of Payment**

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

### **5 Authorized Representative**

MNDNR's Authorized Representative Paul Wannarka, Fixed Wing Specialist, Minnesota Department of Natural Resources, 402 SE 11<sup>th</sup> Street, Grand Rapids, MN 55744, or his/her successor.

MNDOT's Authorized Representative is Teri Bahr, Minnesota Department of Transportation, 3920 Highway 2 West, Bemidji, MN 56601.

### **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: Rebecca Niels

Date: 6-16-16

Contract: 110755 POB: 96082

**3. Minnesota Department of Natural Resources**

By: [Signature]  
(with delegated authority)

Title: Deputy Director

Date: 7-6-2016

**2. Minnesota Department of Transportation**

By: [Signature]  
(With delegated authority)

Title: Asst Commissioner

Date: 6/20/16

**Minnesota Department of Transportation  
Contract Management**

By: [Signature]

Date: 6/21/16

X the appropriate line  
 Payable by State \_\_\_\_\_  
 Receivable by State X

**STATE OF MINNESOTA  
 WORK ORDER UNDER  
 MASTER PARTNERSHIP CONTRACT**

State Project (SP):	N/A	Trunk Highway (TH):	N/A
Project Identification:	MnDOT Bicycle and Pedestrian Continuous Traffic Monitoring Program		

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 02192 between the State of Minnesota acting through its Commissioner of Transportation (“State”) and Minnesota Department of Natural Resource (DNR), and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

**Work Order Contract**

**Article 1 Term of Work Order Contract; Incorporation of Exhibits:**

- 1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency’s Authorized Representative.
- 1.2 Expiration date: This Work Order Contract will expire on June 30, 2017 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits A and B are attached and incorporated into this Work Order Contract.

**Article 2 Nature of Work; Requesting and Providing Party:**

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.  
 Construction Administration  
 Emergency Services  
 Professional/Technical Services  
 Roadway Maintenance
- 2.2 X the blanks below to indicate which party is the “Requesting Party” and which party is the “Providing Party”.  
 2.2.1 The Requesting Party is: \_\_\_\_\_ MnDOT X DNR  
 2.2.2 The Providing Party is: X MnDOT \_\_\_\_\_ DNR

**Article 3 Scope of Work:**

- 3.1 The Requesting Party will perform services under this Work Order summarized generally as follows:  
 The Requesting Party will authorize the Providing Party to locate a Continuous Bicycle and Pedestrian Traffic Monitoring System on Requesting Party’s right of way. See Exhibit B.  
 The Requesting Party will assist with obtaining necessary permits

- 3.2 The Providing Party will perform work in accordance with the “Standard Terms” contained in Exhibit A.
- 3.3 For a detailed description of work see Exhibit B and Article 4 ‘Deliverables by the DNR.

**Article 4 Deliverables by the Providing Party:**

4.1 Deliverables are the work products created or supplied by the Providing Party pursuant to the terms of this Work Order. The detailed summary of the deliverables for this work order are as follows:

Deliverable	Description	Due Date
Construction Administration	Responsible for installing the bicycle and pedestrian monitoring systems including the following tasks: provide specifications; prepare, solicit and let bid; and contract for services from a qualified contractor for installation.	06/30/2017
Construction Administration	The Office of Transportation System Management (OTSM) will provide one Eco-Counter Multi (with 2 loops and recycled posts) bicycle and pedestrian traffic monitoring system and inspection testing during construction.	06/30/2017

4.2 The Providing Party will give the Requesting Party advance notice of its intent to start the contract construction and coordinate schedules as appropriate.

**Article 5 Items provided or completed by the Requesting Party.**

- 5.1 The following will be provided or completed by the Requesting Party:
- Access and use of DNR’s right of way to perform, installation, maintenance and monitoring of activities associated with the Continuous Bicycle and Pedestrian Traffic Monitoring System.
  - Payment for the cost of installing the Continuous Bicycle and Pedestrian Traffic Monitoring System.

**Article 6 Consideration of Payment:**

- 6.1 The Requesting Party will pay for all services performed by the Providing Party on a Lump Sum basis.
- 6.2 The Providing Party will invoice the Requesting Party for a one-time lump sum payment upon execution of the work order. The Requesting Party may request an itemized invoice after work has been performed.

6.3 The Requesting Party's total obligation for all compensation and reimbursements to the Providing Party is \$5,680.

**Article 7 Terms of Payment:**

7.1 The Requesting Party will pay the Providing Party either: 1) upon satisfactory completion of the work under this Work Order Contract and acceptance by the Requesting Party's Project Manager, or 2) scheduled progress payments based upon completion and acceptance of deliverables by the Requesting Party's Project Manager.

7.2 Per Section 7.4 of the Master Partnership Contract;

7.2.1 The Requesting Party will pay the Providing Party as specified in this work order, and will make prompt payment in accordance with Minnesota law.

7.2.2. Payment by the DNR.

7.2.2.1. The DNR will make payment to the order of the Commissioner of Transportation.

7.2.2.2. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER AND WORK ORDER NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE MNDOT "INVOICE NUMBER" SHOWN ON THE INVOICE.

7.2.2.3. Remit payment to the address below:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 02192 – WO#23 and Invoice Number  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

**Article 8 DNR's Project Manager:**

8.1 The DNR's Project Manager for this Work Order is:

Name: Wade Miller  
Title: Parks and Trails Division Area Supervisor  
Street Address: 1601 Minnesota Drive  
City, State Zip: Bemidji, MN 56401  
Phone: 218-203-4447  
Email Address: wade.miller@state.mn.us

8.2 The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 9 MnDOT's Project Manager:**

9.1 MnDOT's Project Manager, for this Work Order is:

Name: Ben Timerson or successor  
Office: MnDOT Office of Transportation System Management  
Street Address: 395 John Ireland Blvd, MS 450, ST. Paul, MN 55155

City, State Zip St. Paul, MN 55155  
Phone: 651-366-3855  
Email Address: Benjamin.Timerson@state.mn.us

MnDOT’s Project Manager is responsible for overseeing the State’s fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

9.2 Authorized Representative:

Name: Michael Petesch or successor  
Office: MnDOT Office of Transit

Street Address: 395 John Ireland Blvd, MS 315, ST. Paul, MN 55155  
City, State Zip St. Paul, MN 55155  
Phone: 651-366-4197  
Email Address: michael.petesch@state.mn.us

The Authorized Representatives for this Work Order is to assist the Project Manager.

**Article 10 Termination.**

- 10.1 Termination by MnDOT or DNR. The DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days’ written notice to the other Party. Upon termination, the Providing party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 10.2 Termination for Insufficient Funding. A party may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice. A party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

**Article 11 Additional Provisions**

- 11.1 The Providing Party will own, operate and provide maintenance of the Bicycle and Pedestrian Traffic Monitoring System for the Useful Life of the system which is expected to be ten years.
- 11.2 The Providing Party will take primary responsibility for maintaining the equipment. On occasion the Providing Party may ask the Requesting Party to assist with incidental maintenance and troubleshooting required for the systems continuous operation such as inspect, clean, observe operation, battery replacement, and monitoring security of the equipment.
- 11.3 The Providing Party will pay for annual services fees and periodic battery replacement costs. The Providing Party will share access with the Requesting Party to data collected from the Bicycle and Pedestrian Traffic Monitoring System.
- 11.4 The Requesting Party on behalf of itself or its permittees must notify the Providing Party via its OTSM, if there is a proposed construction or activity that will impact or damage the Bicycle and Pedestrian Traffic Monitoring System.

- 11.5 The Requesting Party will be responsible for replacing loops or reinstalling posts at the time of construction or reconstruction and for preserving the equipment when conducting maintenance activities.
- 11.6 The Requesting or Providing Party may seek to move the system to a more suitable location. If the Providing Party initiates the move they will incur all associated costs in moving the equipment and obtain consent from the Requesting Party. If the Requesting Party initiates the move they will incur all associated costs in moving the equipment and obtain consent from the Providing Party.
- 11.7 The Requesting Party authorizes the Providing Party to enter upon their respective public right of way to perform the maintenance activities described in this agreement for the Useful Life of the system.

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**DEPARTMENT OF NATURAL RESOURCES**

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

By: *Phyllis*

Title: Deputy Director

Date: 9/2/2016

*copy  
09/02/16*

**COMMISSIONER OF TRANSPORTATION**

By: *Judith A. Ellison*  
(with delegated authority)

Title: Office or Planning Director, Office of Transit

Date: 9/8/2016

**COMMISSIONER OF ADMINISTRATION**

By: *Ryan Jankke*

Title: Contract Administrator

Date: 9/9/16

*Contract # 114897  
PO # 3-102692  
MnDOT Master  
Partnership # 02129  
Workorder # 23  
9/2/16  
April Kane  
APRILKANE  
Accounting officer Senior*

**EXHIBIT A – STANDARD TERMS****STANDARD TERMS FOR CONSTRUCTION ADMINISTRATION**

1. [If not provided by Requesting Party,] the Providing Party will prepare plans and special provisions in conformance with geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available from the District Office or the MnDOT web site, <http://www.dot.state.mn.us/manuals/index.html>.
2. The Providing Party will prepare the proposal for highway construction for the construction contract, which will include any provisions supplied by the Requesting Party, and any provisions required by Minnesota law and applicable Federal laws and regulations.
3. The Providing Party will prepare and publish the bid solicitation for the project(s) as required by state laws. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Providing Party will receive the sealed bids.
4. The Providing Party will solicit for bids after obtaining written notification from the Requesting Party that the plans and special provisions have been approved.
5. The Providing Party will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
6. The Providing Party may include other work in the construction contract.
7. The Providing Party will receive and open bids.
8. After the bids are opened, the Providing Party will consider the bids and will award the bid to the lowest responsible bidder or best value proposer, as required or permitted by Minnesota law and subject to the concurrence of the Requesting Party, or the Providing Party may reject all bids.
  - a. The Providing Party will, within 7 days of opening bids for the construction contract, submit to the Requesting Party (to MnDOT's District Engineer if MnDOT is the Requesting Party) a copy of the low bid and an abstract of all bids together with the Providing Party's request for concurrence by the Requesting Party in the award of the construction contract. The Providing Party will not award the construction contract until the Requesting Party advises the Providing Party in writing of its concurrence therein.
  - b. The Providing Party may reject, and the Requesting Party may require the Providing Party to reject, any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids pursuant to this section, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the Providing Party will repeat the bidding process in a reasonable period of time, without additional cost or expense to the Requesting Party. The Providing Party may also elect to eliminate the Requesting Party's work from the contract, and proceed to award the contract for just the Providing Party's own work.
9. The Providing Party will prepare and execute a construction contract with the lowest responsible bidder (or the best value proposer if allowed by law) in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.

**EXHIBIT A – STANDARD TERMS**

10. The Providing Party will give the Requesting Party five day's notice of its intention to start the contract construction.
11. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Providing Party's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
12. The Providing Party will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Providing Party to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by the Requesting Party. This written consent will in no way relieve the Providing Party from its primary responsibility for performance of the work.
13. The Providing Party will document quantities in accordance with the guidelines set forth in the MnDOT Contract Administration Manual Sections 410 and 420 (including amendments and successors of those sections) in effect at the time the work is performed.
14. The Providing Party will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The Providing Party will notify the Requesting Party when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
15. The Providing Party will cause the contract construction to be started and completed in accordance with the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the Project Engineer and the Requesting Party's Engineer (or the Engineer's authorized representative), for unavoidable delays encountered in the performance thereof.
16. The Providing Party may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s). All changes in the plans, specifications, or special provisions for the Requesting Party's cost participation for construction covered under this Work order and all addenda, change orders and supplemental agreements entered into by the Providing Party for the Requesting Party's cost participation construction covered under this Work Order must be approved by the Requesting Party's Engineer (or the Engineer's authorized representative) prior to performance of the work. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
17. The Providing Party will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Providing Party will make partial payments in accordance with the terms of the construction contract for the Project(s).
18. If the Local Government is the Providing Party for any trunk highway projects affecting utilities, the Local Government will coordinate with the State's Utilities Office. The Local Government will provide a signed "Utility Certification Checklist" in accordance with the current MnDOT Technical Memorandum.
19. The Providing Party will prepare all required reports and keep records as required by this Work Order.

**EXHIBIT A – STANDARD TERMS**

20. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted, and request final inspection by the Requesting Party's project manager.
21. Upon completion of the Project(s), the Providing Party will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final costs, the Providing Party will make the final payment in accordance with the terms of the construction contract for the Project(s).

**STANDARD TERMS FOR EMERGENCY SERVICES**

1. The Providing Party will furnish personnel, equipment, materials, and services as requested by the Requesting Party to assist with responding to or recovering from an emergency (whether declared or undeclared).
2. Services under this category may include services from any or all of the other three categories, including professional/technical services such as bridge and structure inspections and designs of emergency or permanent repairs.
3. The providing party will keep a strict accounting of time, materials, and equipment usage as directed by the Requesting Party, and as necessary to obtain reimbursement of emergency costs from federal and state sources.

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**EXHIBIT B – SITE DESCRIPTION, CONTRACTOR RESPONSIBILITIES, EQUIPMENT SPECS**

**SITE DESCRIPTION**

The Paul Bunyan Trail site is located in the city of Brainerd on a trail on the east side of Cypress Dr. The trail is two-directional and carries bicycles, snowmobiles and pedestrians. The trail is constructed out of bituminous and is 12' wide. The system on the Paul Bunyan Trail will consist of a loop system to count bicycles and snowmobiles and an infrared detector to count pedestrians.

MnDOT will provide the following items for the Contractor to install:

- One (1) Two ZELT loops (each loop 5' long);
- One (1) MULTI ReCycled Post with Pyro Counter already installed;
- One (1) ZELT Selective Counter; and
- One (1) Rainbird Manhole.

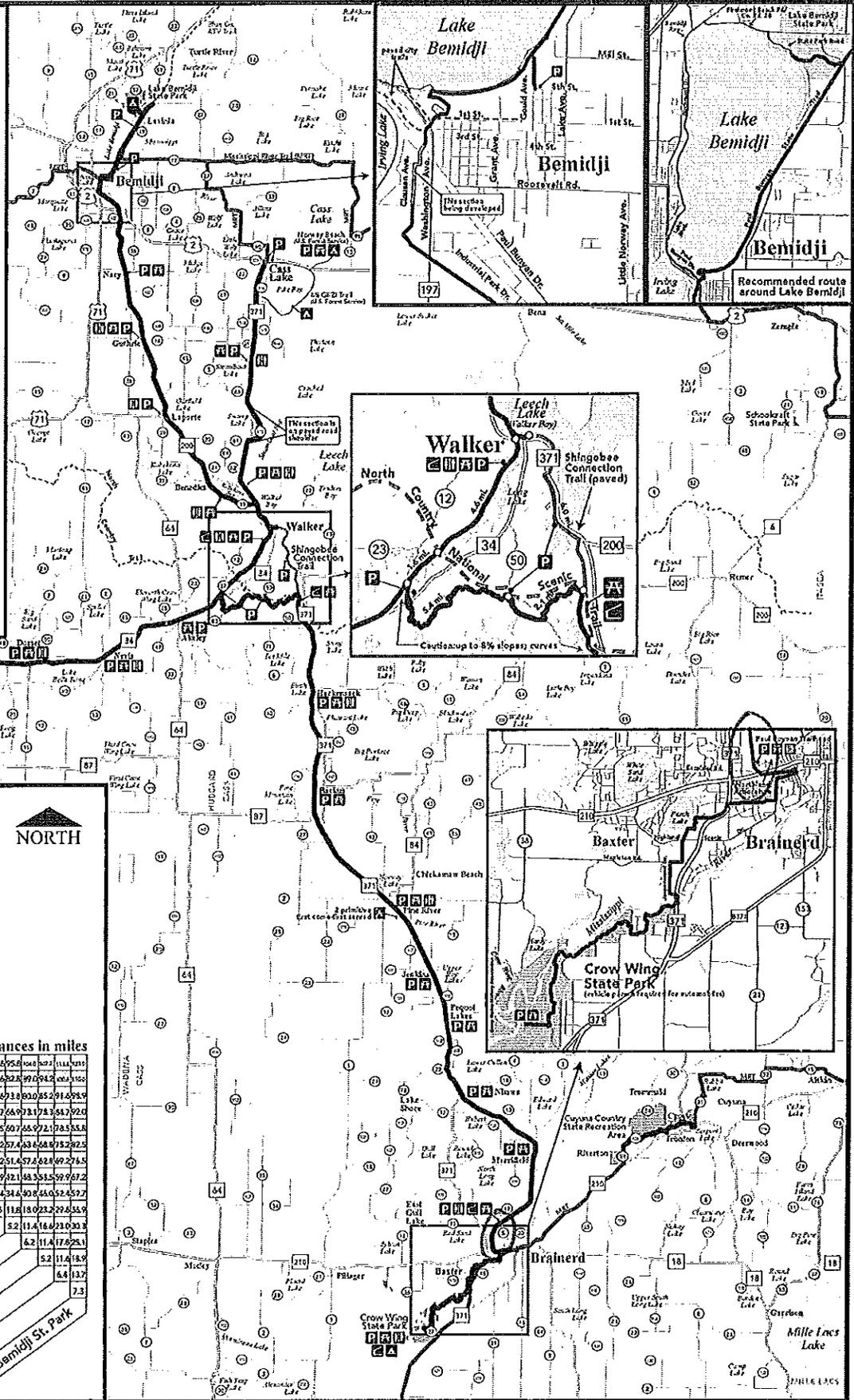
**CONTRACTOR RESPONSIBILITIES**

The Contractor will need to provide needed installation equipment, loop sealant, and traffic control and signage. The Contractor will need to contact Wade Miller at 218-203-4447 or Curt Westerman at 218-203-4448 of the Minnesota Department of Natural Resources (MNDNR) to determine what will be needed for permits and/or closure requirements at least 2 weeks prior to installation.

# Paul Bunyan & Heartland State Trails

Beltrami, Cass, Hubbard & Crow Wing Counties

- State Trails (paved)
- Mississippi River Trail (road trail)
- Other Trails (unpaved)
- Other Trails (paved)
- Parking
- Rest Area
- Restrooms
- Campground
- Shelter



Heartland city distances in miles

	6.3	11.6	17.9	27.3	39.8	40
Park Rapids		5.3	11.6	21.0	33.5	40.7
Dorset			6.3	13.7	28.2	35.4
Nevis				9.4	21.5	29.1
Akeley					12.5	19.7
Walker						7.2
Wilkinson						
2 mi. so. of Cass Lake						



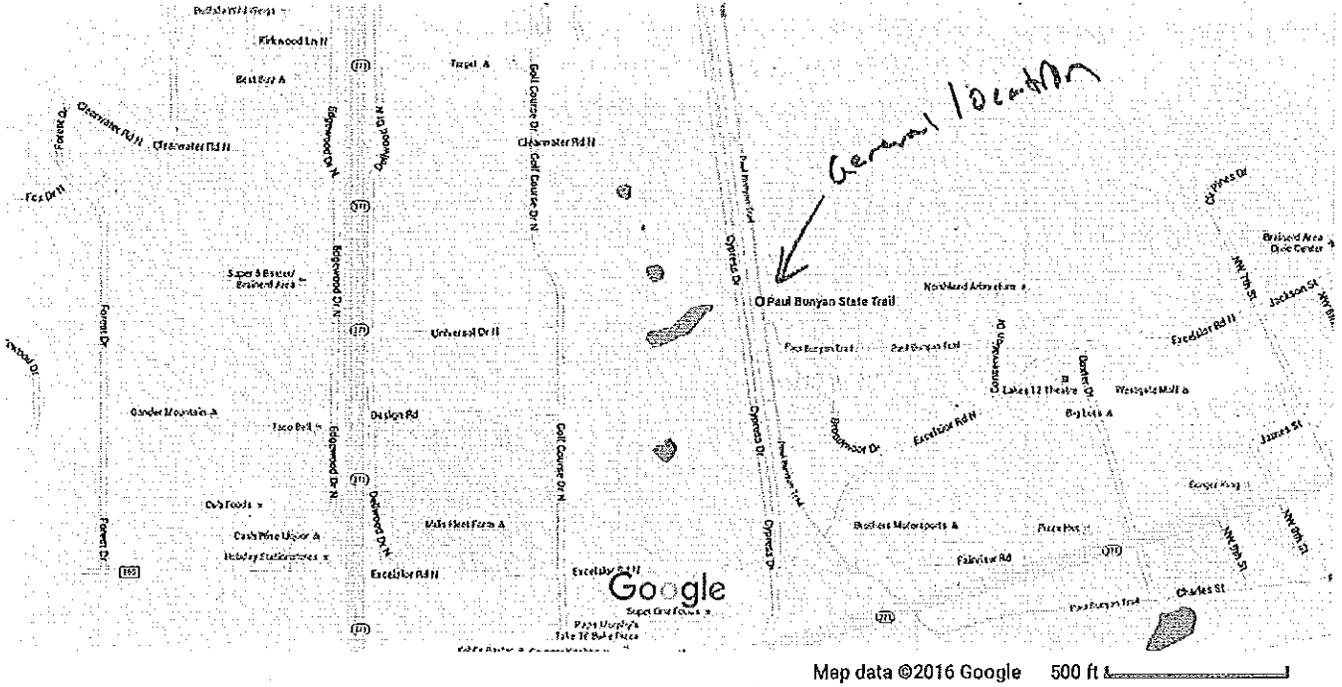
Paul Bunyan city distances in miles

	13.0	21.0	28.9	45	58.4	64	76.1	84	90.2	95.8	104	111.1	114	
Crow Wing St. Park		8.0	15.9	22.1	25.4	31.4	40.7	48.7	52.8	57.4	62.0	66.3	69.2	
Brainerd / Baxter			6.9	13.1	16.4	22.4	31.7	39.2	42.0	46.7	51.8	56.0	58.9	
Brainerd				6.2	9.5	13.5	24.8	32.3	35.1	41.7	46.9	51.7	54.7	
Merrifield					3.3	9.3	18.4	26.6	28.1	34.9	38.5	42.1	45.5	
Nisewa						6.0	15.2	22.6	24.1	32.5	37.4	41.4	45.2	
Pequot Lakes							9.3	16.8	17.4	25.1	29.7	34.2	37.5	
Jenkins								7.5	13.3	19.1	24.1	28.5	31.7	
Pine River									6.6	11.8	16.0	21.2	24.5	
Backus										5.2	11.4	16.0	20.3	
Hackensack											6.2	11.4	17.8	
Walker												5.2	11.4	
Benedict													6.8	
Laporte														7.3
Guthrie														
Nary														
Bemidji														
Lake Bemidji St. Park														

Exhibit B

Google Maps

Counter location along Paul Bunyan State Trail, just north of the Northland Arboretum access point. Make sure the location is off of the trail enough to not interfere with winter snowmobiling, and also we want to be able to count the snowmobiles.



Google Maps

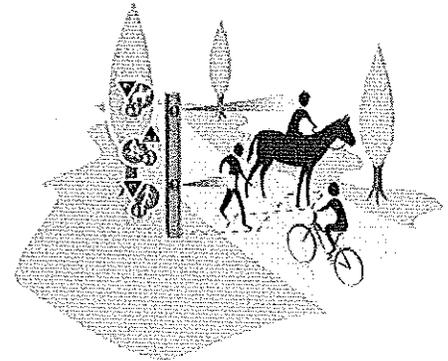


Processing and storage of data from different sensors

Eco-MULTI is an innovative and versatile counter which is able to differentiate cyclists, pedestrians and motorized vehicles. The complete system brings together different sensor technologies, each sensor being dedicated to a single user type. The different signals are analyzed by an intelligent system, the SMART Connect, which is able to prioritize choices in order to classify the different user types.

Counting System General Characteristics

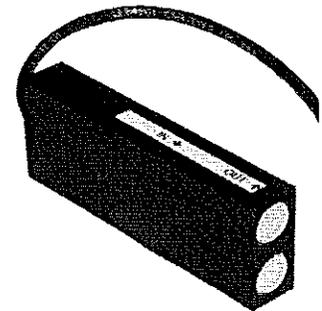
Technology	PYRO Sensor: Passive Infrared Pyroelectric ZELT Sensor: Electromagnetic ZELT
Battery Life	1 or 2 ZELT loops: 2 years More than 2 ZELT loops: 1 year
Calibration/Adjustments	Autocalibration
Settings	Sensitivity can be set up with delivered Software
Direction	Direction recognition possible with a bidirectional PYRO Sensor, or with option direction recognition by the ZELT Loops
Covered Width	Up to 6m (19.5')
Data Backup	60-minute or 15-minute data recording interval
Waterproofness	IP 6.8.
Memory	15-minute data recording interval: 330 days 60-minute data recording interval: 640 days
Temperature Resistance	-40°C to + 40°C (-40°F to 104°F)



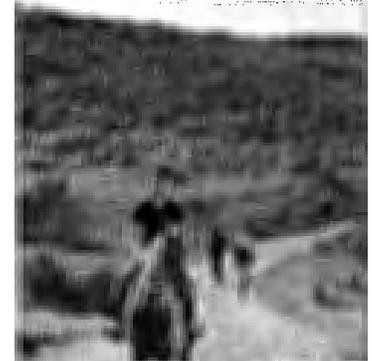
Physical Characteristics / Environment



<b>PYRO Sensor</b>	
External Dimensions	Unidirectional Sensor: Ø = 17 mm (0.7") L = 82 mm (3.2") Bidirectional Sensor: 18 mm x 40 mm x 90 mm (0.7" x 1.6" x 3.5") PYRO-Zoom Option: 18 mm x 40mm x 125 mm (0.7" x 1.6" x 4.9")
Cells Dimensions	Ø 10 mm (0.4") / Thickness: 0.7 mm (0.03")
Cable Length	4 m (13')
Detection Cone	30 cm at 2 meters / 60 cm at 4 meters (12" at 6'6" / 24" at 13')
Cells Material	High-density Polyethylene (HDPE)
Sensor Body Material	Bidirectional Sensor: Polyvinyl chloride Unidirectional Sensor: Thermoplastic sheath
Connector	RJ45
Min. Sensitivity	1°C (2°F) from the ambient environment
Installation Height	PYRO Sensor for pedestrians: 80 cm (31") PYRO Sensor for horseback riders: 200 cm (6'6")
Setup	Sensor positioned vertically, perpendicular to the path
Beam Angle	Medium-range PYRO Sensor: 7° PYRO-Zoom Sensor: 4,5°



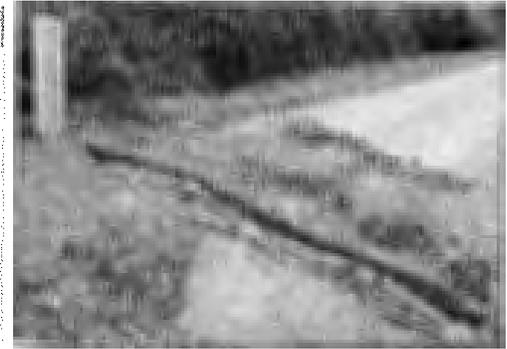
PYRO Sensor



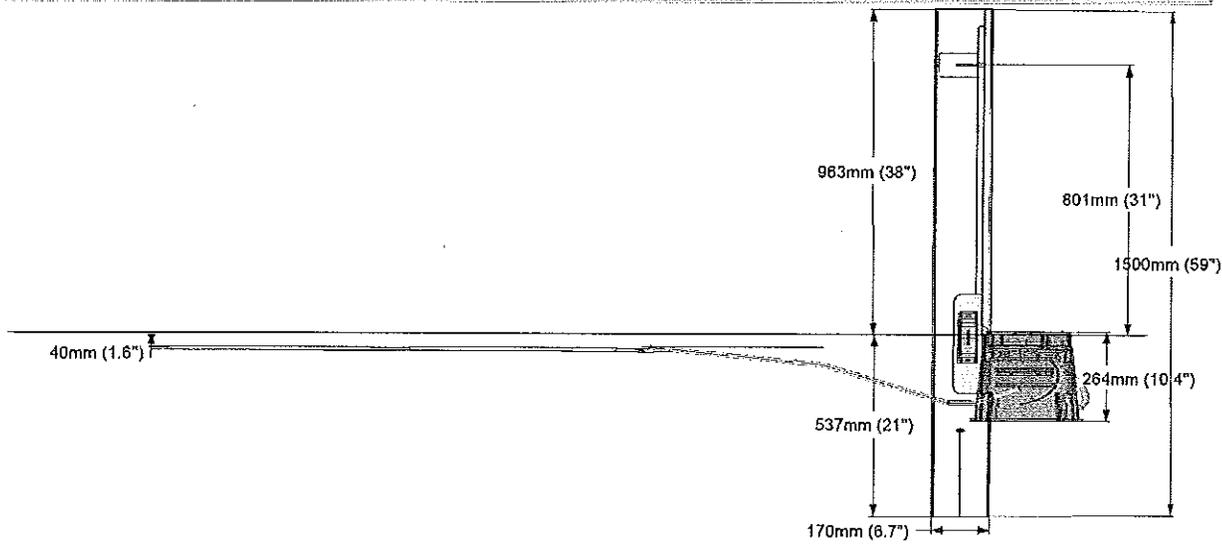
Non contractual documentation. Specifications subject to change without notice.

ZELT Sensor

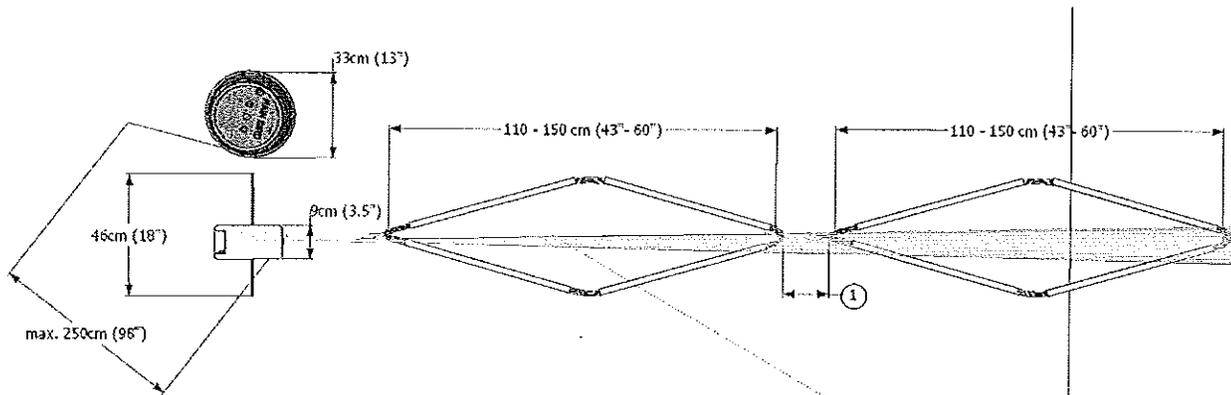
Power Supply	3.6 V / 17 Ah
Settings	Sensitivity can be set up with delivered Software Length: 110 cm to 150 cm (3.6' to 4.9')
Dimensions	Width: 40 cm (15.7")
	Spacing between two loops installed side by side: 8 cm to 16 cm (3.1" to 6.2")
Installation	Trenches Depth: 4 to 5 cm (1.5" to 1.9")
	Trenches Width: 0.5 cm to 2 cm (0.2" to 0.8")



Installation Example with PYRO for Pedestrians and two ZELT Inductive Loops for Bicycles



Side View



Aerial View

Non contractual documentation. Specifications subject to change without notice.

All Eco-Counter products are designed and manufactured in France.



X the appropriate line  
 Payable by State \_\_\_\_\_  
 Receivable by State           X          

STATE OF MINNESOTA  
 WORK ORDER UNDER  
 MASTER PARTNERSHIP CONTRACT

2001-T1934300-~~0010~~  
 9/9/16 - 6/30/17

51680.00  
 Transit

T192021 Rev 512605

DNR - Rochester

State Project (SP):	N/A	Trunk Highway (TH):	N/A
Project Identification:	MnDOT Bicycle and Pedestrian Continuous Traffic Monitoring Program		

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 02192 between the State of Minnesota acting through its Commissioner of Transportation ("State") and Minnesota Department of Natural Resource (DNR), and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

**Work Order Contract**

**Article 1 Term of Work Order Contract; Incorporation of Exhibits:**

- 1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency's Authorized Representative.
- 1.2 Expiration date: This Work Order Contract will expire on June 30, 2017 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits A and B are attached and incorporated into this Work Order Contract.

**Article 2 Nature of Work; Requesting and Providing Party:**

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
  - X   Construction Administration
  - Emergency Services
  - Professional/Technical Services
  - Roadway Maintenance
- 2.2 X the blanks below to indicate which party is the "Requesting Party" and which party is the "Providing Party".
  - 2.2.1 The Requesting Party is:        MnDOT   X   DNR
  - 2.2.2 The Providing Party is:   X   MnDOT        DNR

**Article 3 Scope of Work:**

- 3.1 The Requesting Party will perform services under this Work Order summarized generally as follows: The Requesting Party will authorize the Providing Party to locate a Continuous Bicycle and Pedestrian Traffic Monitoring System on Requesting Party's right of way. See Exhibit B. The Requesting Party will assist with obtaining necessary permits

cc: Laurie Holmberg  
 Connie Williams  
 Aaron Troost  
 Ben Timerson  
 Michael Petesch  
 Phong Yang

- 3.2 The Providing Party will perform work in accordance with the “Standard Terms” contained in Exhibit A.
- 3.3 For a detailed description of work see Exhibit B and Article 4 ‘Deliverables by the DNR.

**Article 4 Deliverables by the Providing Party:**

4.1 Deliverables are the work products created or supplied by the Providing Party pursuant to the terms of this Work Order. The detailed summary of the deliverables for this work order are as follows:

Deliverable	Description	Due Date
Construction Administration	Responsible for installing the bicycle and pedestrian monitoring systems including the following tasks: provide specifications; prepare, solicit and let bid; and contract for services from a qualified contractor for installation.	06/30/2017
Construction Administration	The Office of Transportation System Management (OTSM) will provide one Eco-Counter Multi (with 2 loops and recycled posts) bicycle and pedestrian traffic monitoring system and inspection testing during construction.	06/30/2017

4.2 The Providing Party will give the Requesting Party advance notice of its intent to start the contract construction and coordinate schedules as appropriate.

**Article 5 Items provided or completed by the Requesting Party.**

- 5.1 The following will be provided or completed by the Requesting Party:
- Access and use of DNR’s right of way to perform, installation, maintenance and monitoring of activities associated with the Continuous Bicycle and Pedestrian Traffic Monitoring System.
  - Payment for the cost of installing the Continuous Bicycle and Pedestrian Traffic Monitoring System.

**Article 6 Consideration of Payment:**

- 6.1 The Requesting Party will pay for all services performed by the Providing Party on a Lump Sum basis.
- 6.2 The Providing Party will invoice the Requesting Party for a one-time lump sum payment upon execution of the work order. The Requesting Party may request an itemized invoice after work has been performed.

6.3 The Requesting Party's total obligation for all compensation and reimbursements to the Providing Party is \$5,680.

**Article 7 Terms of Payment:**

7.1 The Requesting Party will pay the Providing Party either: 1) upon satisfactory completion of the work under this Work Order Contract and acceptance by the Requesting Party's Project Manager, or 2) scheduled progress payments based upon completion and acceptance of deliverables by the Requesting Party's Project Manager.

7.2 Per Section 7.4 of the Master Partnership Contract;

7.2.1 The Requesting Party will pay the Providing Party as specified in this work order, and will make prompt payment in accordance with Minnesota law.

7.2.2. Payment by the DNR.

7.2.2.1. The DNR will make payment to the order of the Commissioner of Transportation.

7.2.2.2. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER AND WORK ORDER NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE MNDOT "INVOICE NUMBER" SHOWN ON THE INVOICE.

7.2.2.3. Remit payment to the address below:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 02192 and Invoice Number  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

**Article 8 DNR's Project Manager:**

8.1 The DNR's Project Manager for this Work Order is:

Name: Craig Blommer  
Title: Parks and Trails Division Area Supervisor  
Street Address: 3555 9th Street NW, Suite 350  
City, State Zip: Rochester, MN 55901  
Phone: 507-206-2845  
Email Address: craig.blommer@state.mn.us

8.2 The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 9 MnDOT's Project Manager:**

9.1 MnDOT's Project Manager, for this Work Order is:

Name: Ben Timerson or successor  
Office: MnDOT Office of Transportation System Management  
Street Address: 395 John Ireland Blvd, MS 450, ST. Paul, MN 55155

City, State Zip St. Paul, MN 55155  
 Phone: 651-366-3855  
 Email Address: [Benjamin.Timerson@state.mn.us](mailto:Benjamin.Timerson@state.mn.us)

MnDOT's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

9.2 Authorized Representative:

Name: Michael Petesch or successor  
 Office: MnDOT Office of Transit  
  
 Street Address: 395 John Ireland Blvd, MS 315, ST. Paul, MN 55155  
 City, State Zip St. Paul, MN 55155  
 Phone: 651-366-4197  
 Email Address: [michael.petesch@state.mn.us](mailto:michael.petesch@state.mn.us)

The Authorized Representatives for this Work Order is to assist the Project Manager.

**Article 10 Termination.**

- 10.1 Termination by MnDOT or DNR. The DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the Providing party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 10.2 Termination for Insufficient Funding. A party may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice. A party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available.

**Article 11 Additional Provisions**

- 11.1 The Providing Party will own, operate and provide maintenance of the Bicycle and Pedestrian Traffic Monitoring System for the Useful Life of the system which is expected to be ten years.
- 11.2 The Providing Party will take primary responsibility for maintaining the equipment. On occasion the Providing Party may ask the Requesting Party to assist with incidental maintenance and troubleshooting required for the systems continuous operation such as inspect, clean, observe operation, battery replacement, and monitoring security of the equipment.
- 11.3 The Providing Party will pay for annual services fees and periodic battery replacement costs. The Providing Party will share access with the Requesting Party to data collected from the Bicycle and Pedestrian Traffic Monitoring System.
- 11.4 The Requesting Party on behalf of itself or its permittees must notify the Providing Party via its OTSM, if there is a proposed construction or activity that will impact or damage the Bicycle and Pedestrian Traffic Monitoring System.

- 11.5 The Requesting Party will be responsible for replacing loops or reinstalling posts at the time of construction or reconstruction and for preserving the equipment when conducting maintenance activities.
- 11.6 The Requesting or Providing Party may seek to move the system to a more suitable location. If the Providing Party initiates the move they will incur all associated costs in moving the equipment and obtain consent from the Requesting Party. If the Requesting Party initiates the move they will incur all associated costs in moving the equipment and obtain consent from the Providing Party.
- 11.7 The Requesting Party authorizes the Providing Party to enter upon their respective public right of way to perform the maintenance activities described in this agreement for the Useful Life of the system.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**DEPARTMENT OF NATURAL RESOURCES**

**COMMISSIONER OF TRANSPORTATION**

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

By: *[Signature]*

Title: *Admin Mgr.*

Date: *9/16/16*

*work  
090216*

By: \_\_\_\_\_  
(with delegated authority)

Title: Office or Planning Director, Office of Transit

Date \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

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

Title: Contract Administrator

Date \_\_\_\_\_

*April Kane*

*9/2/16*

*CONTRACT # 114900*

*PO 3-102703*

*MnDOT Master*

*Partnership*

*02192*

*workorder # 25*

**EXHIBIT A – STANDARD TERMS****STANDARD TERMS FOR CONSTRUCTION ADMINISTRATION**

1. [If not provided by Requesting Party,] the Providing Party will prepare plans and special provisions in conformance with geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available from the District Office or the MnDOT web site, <http://www.dot.state.mn.us/manuals/index.html>.
2. The Providing Party will prepare the proposal for highway construction for the construction contract, which will include any provisions supplied by the Requesting Party, and any provisions required by Minnesota law and applicable Federal laws and regulations.
3. The Providing Party will prepare and publish the bid solicitation for the project(s) as required by state laws. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the Providing Party will receive the sealed bids.
4. The Providing Party will solicit for bids after obtaining written notification from the Requesting Party that the plans and special provisions have been approved.
5. The Providing Party will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
6. The Providing Party may include other work in the construction contract.
7. The Providing Party will receive and open bids.
8. After the bids are opened, the Providing Party will consider the bids and will award the bid to the lowest responsible bidder or best value proposer, as required or permitted by Minnesota law and subject to the concurrence of the Requesting Party, or the Providing Party may reject all bids.
  - a. The Providing Party will, within 7 days of opening bids for the construction contract, submit to the Requesting Party (to MnDOT's District Engineer if MnDOT is the Requesting Party) a copy of the low bid and an abstract of all bids together with the Providing Party's request for concurrence by the Requesting Party in the award of the construction contract. The Providing Party will not award the construction contract until the Requesting Party advises the Providing Party in writing of its concurrence therein.
  - b. The Providing Party may reject, and the Requesting Party may require the Providing Party to reject, any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids pursuant to this section, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the Providing Party will repeat the bidding process in a reasonable period of time, without additional cost or expense to the Requesting Party. The Providing Party may also elect to eliminate the Requesting Party's work from the contract, and proceed to award the contract for just the Providing Party's own work.
9. The Providing Party will prepare and execute a construction contract with the lowest responsible bidder (or the best value proposer if allowed by law) in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.

**EXHIBIT A – STANDARD TERMS**

10. The Providing Party will give the Requesting Party five day's notice of its intention to start the contract construction.
11. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Providing Party's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
12. The Providing Party will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Providing Party to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by the Requesting Party. This written consent will in no way relieve the Providing Party from its primary responsibility for performance of the work.
13. The Providing Party will document quantities in accordance with the guidelines set forth in the MnDOT Contract Administration Manual Sections 410 and 420 (including amendments and successors of those sections) in effect at the time the work is performed.
14. The Providing Party will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The Providing Party will notify the Requesting Party when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
15. The Providing Party will cause the contract construction to be started and completed in accordance with the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the Project Engineer and the Requesting Party's Engineer (or the Engineer's authorized representative), for unavoidable delays encountered in the performance thereof.
16. The Providing Party may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental agreement(s). All changes in the plans, specifications, or special provisions for the Requesting Party's cost participation for construction covered under this Work order and all addenda, change orders and supplemental agreements entered into by the Providing Party for the Requesting Party's cost participation construction covered under this Work Order must be approved by the Requesting Party's Engineer (or the Engineer's authorized representative) prior to performance of the work. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
17. The Providing Party will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Providing Party will make partial payments in accordance with the terms of the construction contract for the Project(s).
18. If the Local Government is the Providing Party for any trunk highway projects affecting utilities, the Local Government will coordinate with the State's Utilities Office. The Local Government will provide a signed "Utility Certification Checklist" in accordance with the current MnDOT Technical Memorandum.
19. The Providing Party will prepare all required reports and keep records as required by this Work Order.

**EXHIBIT A – STANDARD TERMS**

20. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted, and request final inspection by the Requesting Party's project manager.
21. Upon completion of the Project(s), the Providing Party will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final costs, the Providing Party will make the final payment in accordance with the terms of the construction contract for the Project(s).

**STANDARD TERMS FOR EMERGENCY SERVICES**

1. The Providing Party will furnish personnel, equipment, materials, and services as requested by the Requesting Party to assist with responding to or recovering from an emergency (whether declared or undeclared).
2. Services under this category may include services from any or all of the other three categories, including professional/technical services such as bridge and structure inspections and designs of emergency or permanent repairs.
3. The providing party will keep a strict accounting of time, materials, and equipment usage as directed by the Requesting Party, and as necessary to obtain reimbursement of emergency costs from federal and state sources.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

**EXHIBIT B – SITE DESCRIPTION, CONTRACTOR RESPONSIBILITIES, EQUIPMENT SPECS**

**SITE DESCRIPTION**

The site is located in the NE part of Lanesboro near a campground. The trail is two-direction and carries both bicycles and pedestrians. The trail is constructed out of bituminous and is 10' wide. The system on the Root River Trail will consist of a loop system to count bicycles and an IR detector to count pedestrians and bicycles.

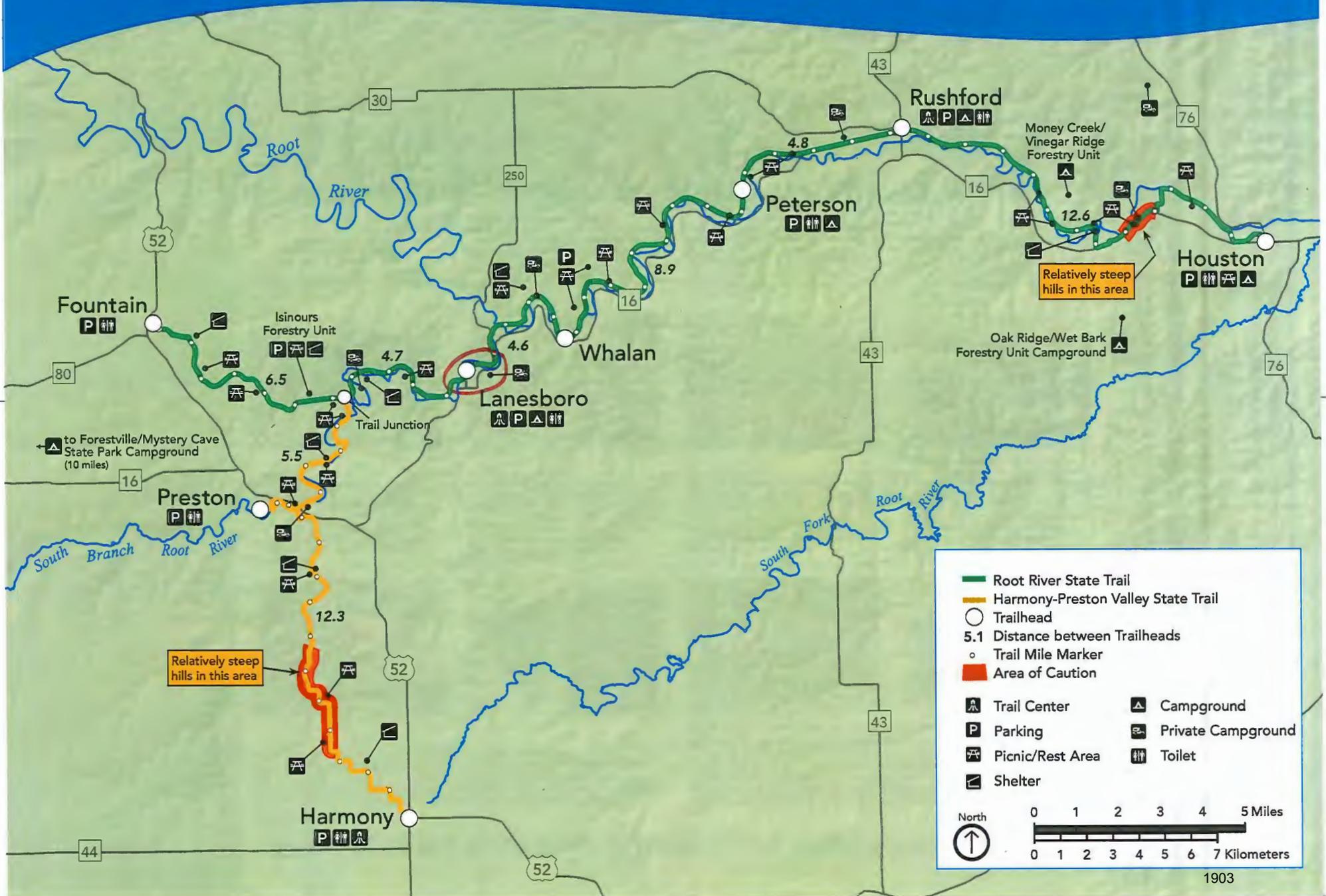
MnDOT will provide the following items for the Contractor to install:

- One (1) Two ZELT loops (each loop 5' long);
- One (1) MULTI ReCycled Post with Pyro Counter already installed;
- One (1) ZELT Selective Counter; and
- One (1) Rainbird Manhole.

**CONTRACTOR RESPONSIBILITIES**

The Contractor will need to provide needed installation equipment, loop sealant, and traffic control and signage. The Contractor will need to contact Craig Blommer of the Minnesota Department of Natural Resources (MNDNR) at 507-206-2845 to determine what will be needed for permits and/or closure requirements at least 2 weeks prior to installation.

# Root River & Harmony-Preston Valley State Trails



	Root River State Trail
	Harmony-Preston Valley State Trail
	Trailhead
5.1	Distance between Trailheads
	Trail Mile Marker
	Area of Caution
	Trail Center
	Campground
	Parking
	Private Campground
	Picnic/Rest Area
	Toilet
	Shelter

North ↑

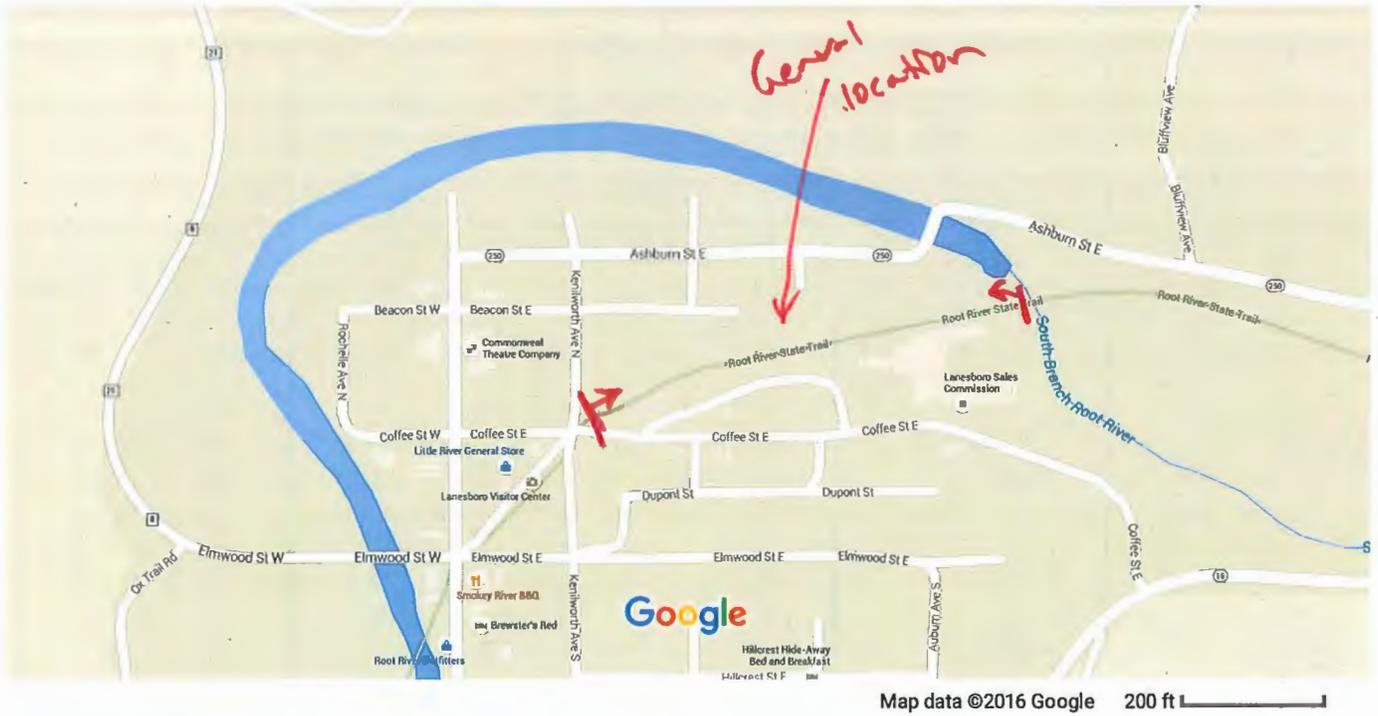
0 1 2 3 4 5 Miles

0 1 2 3 4 5 6 7 Kilometers

Exhibit B



Counter should be along the Root River State Trail, east of Kenilworth Ave and west of the bridge over the South Branch of the Root River.



Google Maps



PLOTTED/REVISED: \$\$\$DATE\$\$\$

RAINBIRD MANHOLE

MULTI-RECYCLED POST

2'

DNR - BRIDGE 15  
ROOT RIVER TRAIL

10' TRAIL

CONCRETE  
APPROACH  
PANEL

1'

RAILINGS

10

SCALE IN FEET

DISTRICT #: \$\$\$DISTRICT\$\$\$  
PLOT NAME: \$\$\$PLOTNAME\$\$\$  
PATH & FILENAME: \$\$\$PATHFILENAME\$\$\$

## Processing and storage of data from different sensors

Eco-MULTI is an innovative and versatile counter which is able to differentiate cyclists, pedestrians and motorized vehicles. The complete system brings together different sensor technologies, each sensor being dedicated to a single user type. The different signals are analyzed by an intelligent system, the SMART Connect, which is able to prioritize choices in order to classify the different user types.

### Counting System General Characteristics

Technology	PYRO Sensor: Passive Infrared Pyroelectric ZELT Sensor: Electromagnetic ZELT
Battery Life	1 or 2 ZELT loops: 2 years More than 2 ZELT loops: 1 year
Calibration/Adjustments	Autocalibration
Settings	Sensitivity can be set up with delivered Software
Direction	Direction recognition possible with a bidirectional PYRO Sensor, or with option direction recognition by the ZELT Loops
Covered Width	Up to 6m (19.5')
Data Backup	60-minute or 15-minute data recording interval
Waterproofness	IP 6.8.
Memory	15-minute data recording interval: 330 days 60-minute data recording interval: 640 days
Temperature Resistance	-40°C to + 40°C (-40°F to 104°F)



### Physical Characteristics / Environment

#### PYRO Sensor

External Dimensions	Unidirectional Sensor: Ø = 17 mm (0.7") L = 82 mm (3.2") Bidirectional Sensor: 18 mm x 40 mm x 90 mm (0.7" x 1.6" x 3.5") PYRO-Zoom Option: 18 mm x 40mm x 125 mm (0.7" x 1.6" x 4.9")
Cells Dimensions	Ø 10 mm (0.4") / Thickness: 0.7 mm (0.03")
Cable Length	4 m (13')
Detection Cone	30 cm at 2 meters / 60 cm at 4 meters (12" at 6'6" / 24" at 13')
Cells Material	High-density Polyethylene (HDPE)
Sensor Body Material	Bidirectional Sensor: Polyvinyl chloride Unidirectional Sensor: Thermoplastic sheath
Connector	RJ45
Min. Sensitivity	1°C (2°F) from the ambient environment
Installation Height	PYRO Sensor for pedestrians: 80 cm (31") PYRO Sensor for horseback riders: 200 cm (6'6")
Setup	Sensor positioned vertically, perpendicular to the path
Beam Angle	Medium-range PYRO Sensor: 7° PYRO-Zoom Sensor: 4,5°



PYRO Sensor



#### Europe | Worldwide

4 rue Charles Bourseul | 22300 Lannion, France  
Tél : +33 2 96 48 48 81 | Fax : +33 2 96 48 69 60

[eco-counter@eco-counter.com](mailto:eco-counter@eco-counter.com) | [www.eco-counter.com](http://www.eco-counter.com)

#### North America

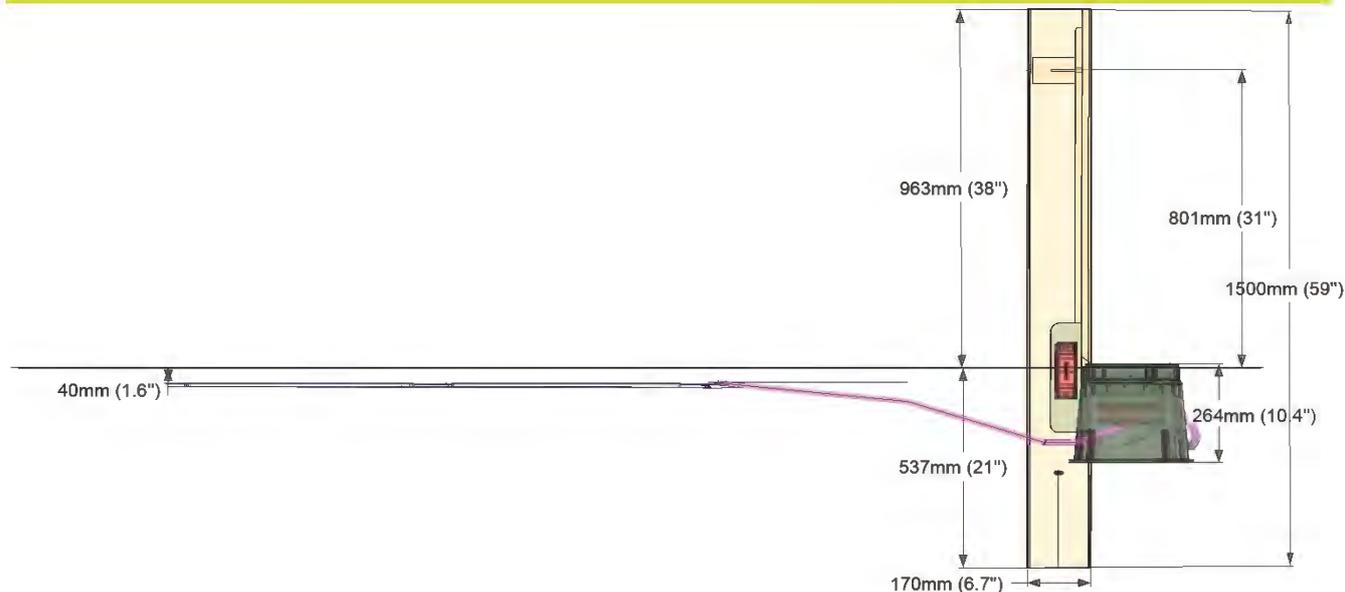
604-3981 St-Laurent Blvd | Montreal, QC | H2W 1Y5, Canada  
Phone: +1-514-849-9779 | Toll Free: 1-866-518-4404

ZELT Sensor

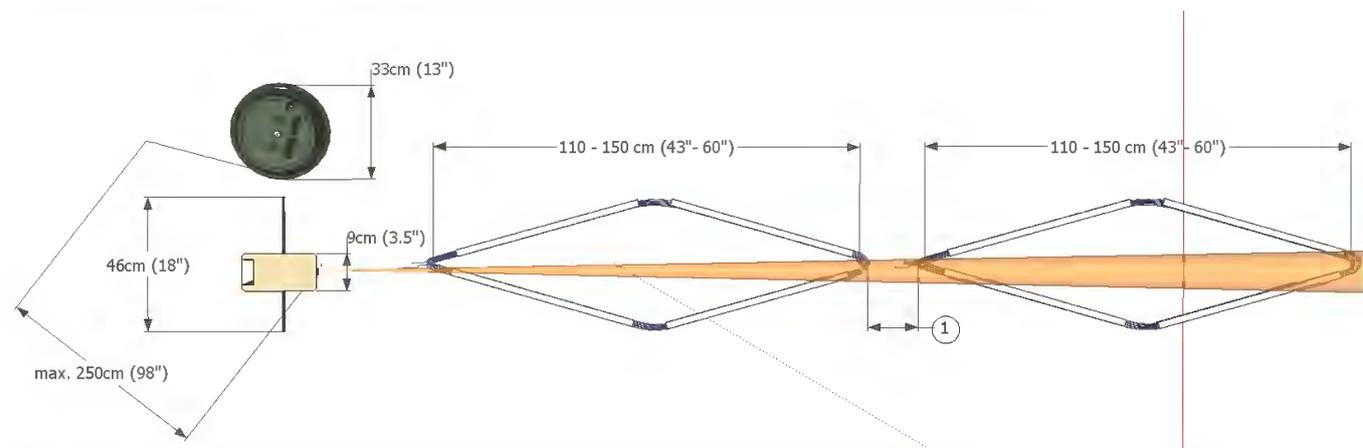
Power Supply	3.6 V / 17 Ah
Settings	Sensitivity can be set up with delivered Software
Dimensions	Length: 110 cm to 150 cm (3.6' to 4.9')
	Width: 40 cm (15.7")
	Spacing between two loops installed side by side: 8 cm to 16 cm (3.1" to 6.2")
Installation	Trenches Depth: 4 to 5 cm (1.5" to 1.9")
	Trenches Width: 0.5 cm to 2 cm (0.2" to 0.8")



Installation Example with PYRO for Pedestrians and two ZELT Inductive Loops for Bicycles



Side View



Aerial View

All Eco-Counter products are designed and manufactured in France.

Europe | Worldwide

4 rue Charles Bourseul | 22300 Lannion, France  
Tél : +33 2 96 48 48 81 | Fax : +33 2 96 48 69 60

North America

604-3981 St-Laurent Blvd | Montreal, QC | H2W 1Y5, Canada  
Phone: +1-514-849-9779 | Toll Free: 1-866-518-4404

Non contractual documentation. Specifications subject to change without notice.

Exhibit B - Work Assignment

*Receivable*

*Mona Thao*

May 11, 2015

Kent Skaar  
Sr. Project Mgr. Acquisition/Development Section  
Parks and Trails  
500 Lafayette Road  
St. Paul, MN 55155-4039

**SUBJECT:** Design of a Pedestrian Box Culvert Tunnel under US Highway 71 near Sibley State park in Kandiyohi County

Scope of Work: The scope of this project is to design a layout of a pedestrian underpass of US 71 and CSAH 40. This pedestrian underpass is part of a trail extension project to link Sibley State Park to the Glacial Lakes State Trail.

Approximate cost of services: \$13,308.87

This is a Work Assignment Request for Master Partnership Agreement #02192WA01 from the **Minnesota Department of Transportation, District 8 - Willmar**. During the execution of these services all current overhead rates will be charged. An invoice will be completed to bill for this project. Please reference the invoice number on all payments.

MnDOT's Authorized Representative is:

Name: Gene East  
Location/Dept.: MnDOT District 8 - Willmar  
Street Address, MS: 2505 Transportation Rd.  
City State Zip: Willmar, MN 56201  
Phone: 320/214-6331  
Email: gene.east@state.mn.us

MnDOT's Project Manager for the services requested is:

Name: Nathan Pederson  
Location/Dept.: MnDOT District 8 - Willmar  
Street Address, MS: 2505 Transportation Rd.  
City State Zip: Willmar, MN 56201  
Phone: 320/214-6351  
Email: Nathan.Pederson@state.mn.us

DNR's Authorized Representative is:

Name: Phil Leversedge  
Location/Dept.: Minnesota Dept of Natural Resources Deputy Director -  
Parks and Trails Division  
Street Address: 500 Lafayette Rd  
City State Zip: St Paul MN 55155-4012  
Phone: 651-259-5650  
Email: Phil.Leversedge@state.mn.us

DNR's Project Manager for the services requested is:

Name: Kent Skaar  
Location/Dept.: Sr. Project Mgr. Acquisition/Development Section  
Parks and Trails  
Street Address: 500 Lafayette Road  
City State Zip: St. Paul, Mn 55155-4039  
Phone: 651-259-5636  
Email: kent.skaar@state.mn.us

Exhibit B - Work Assignment

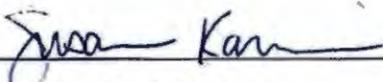
Please sign below, convert to PDF and return to acknowledge acceptance of the terms in this letter. Work cannot begin until this Work Assignment approved letter is received by the Providing Party. Please contact either Project Manager or Authorized Representative, if you have questions or concerns.

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

Exhibit B - Work Assignment

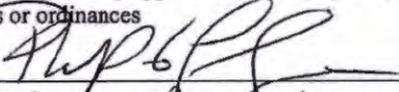
**MnDOT**

The MnDOT certifies that the appropriate person(s) have approved the services requested in this letter on behalf of the MnDOT as required by applicable articles, bylaws, resolutions or ordinances

By:   
Title: Assistant District Engineer  
Date: 5/11/15

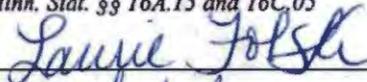
**DNR**

The DNR certifies that the appropriate person(s) have approved the services requested in this letter on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances

By:   
Title: ACTING DEPUTY DIRECTOR  
Date: 5/13/2015

**State Encumbrance Verification**

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

By:   
Title: Acct tech  
Date: 5-13-15 Contract 93128  
P.O. 3-75383

cc: MnDOT Cash Accounting Office, MS 230  
395 John Ireland Blvd MS 230, St Paul, MN  
Attn: Moua Thao or email: [moua.thao@state.mn.us](mailto:moua.thao@state.mn.us)

MnDOT Contract Management, MS 130  
[Susan.berndt@state.mn.us](mailto:Susan.berndt@state.mn.us)

Date: 5/11/2015

Exhibit E  
Estimated Cost of Work Order

MnDOT Agreement # 05259 Work Order 2 .

Article	Membership or Master Partnership Article Reference	Unit	Rate	Total	Percent	Cost	****Maintenance/Billing Overhead	Material/Supplies	Total Cost			
6.1.1.1	Materials and Supplies			\$0.00	12.07%	\$ -	25.00%	\$0.00	\$ -			
				\$0.00		\$ -		\$0.00	\$ -			
				\$0.00		\$ -		\$0.00	\$ -			
	<b>Total Materials and Supplies</b>			\$0.00		\$ -		\$0.00	\$ -			
6.1.1.2	Equipment Rental Item	Hourly Rate	Hours	Total			Percent	Cost	Equipment Rental			
				\$0.00			25.00%	\$0.00	\$0.00			
				\$0.00				\$0.00	\$0.00			
				\$0.00				\$0.00	\$0.00			
				\$0.00				\$0.00	\$0.00			
	<b>Total Equipment Cost</b>			\$0.00				\$0.00	\$0.00			
6.1.1.3	Costs of Consultants	Amount							Consultants Total			
				\$0.00					\$0.00			
	<b>Total Consultants</b>	\$0.00							\$0.00			
6.1.1.4	Costs of Salaries											
Employee #	Job Class	Per Hour	*Rate	**Labor Additive	Labor Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	Percent	Cost	Salaries Total Cost
1	Transportation Specialists	1.0	\$28.89	32.78%	\$	9.47	\$38.36	200.00	\$7,672.03	25.00%	\$1,918.01	\$9,590.04
1	Overtime X2 - Sundays and Holidays	1.5	\$43.34	Labor Additive is not charged			\$43.34		\$0.00		\$0.00	\$0.00
1	Overtime X2 - Sundays and Holidays	2.0	\$57.78	against overtime hours			\$57.78		\$0.00		\$0.00	\$0.00
1	<b>Total Employee 1 - Classification</b>								\$7,672.03		\$1,918.01	\$9,590.04
2	Engineering Specialist	1.0	\$34.57	32.78%	\$	11.33	\$45.90	20.00	\$918.04		\$229.51	\$1,147.55
2	Overtime	1.5	\$51.86	Labor Additive is not charged			\$51.86		\$0.00		\$0.00	\$0.00
2	Overtime X2 - Sundays and Holidays	2.0	\$69.14	against overtime hours			\$69.14		\$0.00		\$0.00	\$0.00
2	<b>Total Employee 2 - Classification</b>								\$918.04		\$229.51	\$1,147.55
3	Principal Engineer	1.0	\$38.73	32.78%	\$	12.70	\$51.43	40.00	\$2,057.03		\$514.26	\$2,571.28
3	Overtime	1.5	\$58.10	Labor Additive is not charged			\$58.10		\$0.00		\$0.00	\$0.00
3	Overtime X2 - Sundays and Holidays	2.0	\$77.46	against overtime hours			\$77.46		\$0.00		\$0.00	\$0.00
3	<b>Total Employee 3 - Classification</b>								\$2,057.03		\$514.26	\$2,571.28
	<b>Total Cost of Salaries</b>								\$10,647.10		\$2,661.77	\$13,308.87
	<b>Total Work Order</b>											\$13,308.87

Boxes in are input boxes.  
Boxes in are costs.

\* Rate = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and  
 \*\* Labor Additive is applied to cover benefits that are not directly distributed to labor hours such as sick leave,  
 \*\*\*Material Handling is applied to cover the costs associated with handling inventoried items. It is applied to all items  
 \*\*\*\*Maintenance/Billing Overhead is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, materials, materials handling, equipment, personal expenses and lab testing.

Exhibit B – Work Assignment

October 5, 2016

Jesse Roberts, MN DNR  
 500 Lafayette Road, Box 20  
 St. Paul, MN 55155-4020

**SUBJECT:** Services Requested: Plant inspection of pre-cast concrete sections  
 Location of project: Kandiyohi County, T-120N, R-33W, Sec. 23  
 Location of Inspections: Forterra Pipe and Precast, 7070 Cretex Avenue South, Shakopee, MN 55379  
 Forterra Pipe and Precast, 1340 6<sup>th</sup> Street, Elk River, MN 55330

**Approximate cost of services: not to exceed \$1,000 based on May, 2016 inspection rates**

This is a Work Assignment Request for Master Partnership Agreement #02192 from the Minnesota Department of Natural Resources, New London Office. During the execution of these services all current overhead rates will be charged. An invoice will be completed to bill for this project. Please reference the invoice number on all payments.

MnDOT's Project Manager for the services requested is:

Name: Steve Grover  
 Location: MNDOT/Office of Materials and Road Research  
 Street Address, MS: 1400 Gervais Avenue  
 City State Zip: Maplewood, MN 55109  
 Phone: 651-366-5540  
 Email: Steve.grover@state.mn.us

DNR's Project Manager for the services requested is:

Name: Josh Kavanagh  
 Location: DNR/New London Office (Sibley State Park)  
 Street Address: 398 Sibley Park Road NE  
 City State Zip: New London, MN 56273  
 Phone: 320-354-5530  
 Email: Joshua.kavanagh@state.mn.us

Please sign below and return a copy to acknowledge acceptance of the terms in this letter. Work cannot begin until this Work Assignment approved letter is received by the Providing Party. Please contact either Project Manager or Authorized Representative, if you have questions or concerns.

**MnDOT**

The MnDOT certifies that the appropriate person(s) have approved the services requested in this letter on behalf of the MnDOT as required by applicable articles, bylaws, resolutions or ordinances

cc: MnDOT Cash Accounting Office, MS 230  
 395 John Ireland Blvd MS 230, St Paul, MN

**State Encumbrance Verification**

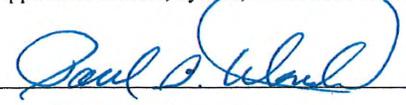
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

By:   
 Title: Director, Office of Materials & Road Research  
 Date: 10-19-16

By:   
 Title: Contract Officer  
 Date: 10-17-16  
PO: 3-104391

**DNR**

The DNR certifies that the appropriate person(s) have approved the services requested in this letter on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances

By:   
 Title: Chief, Section of Wildlife  
 Date: 10/17/16

## Grover, Stephen (DOT)

---

**From:** Berndt, Susan J (DOT)  
**Sent:** Wednesday, October 19, 2016 7:05 AM  
**To:** Grover, Stephen (DOT)  
**Cc:** Thao, Moua (DOT)  
**Subject:** 02192W27 DNR - Inspection of Precast Concrete sections.  
**Attachments:** 116534-DOT Inspections.pdf

Steve,

Please obtain Office Director signature and return a copy to me, Moua Thao (MnDOT Finance) and Kim Montgomery (DNR). I will have a copy to eDOCS.

Regards,

Susan J. Berndt  
Contracts and Database Coordinator  
CAATS Subject Matter Expert  
Office of the Chief Counsel  
MnDOT MS: 130  
651-366-3009  
Susan.berndt@state.mn.us

**From:** Montgomery, Kim K (DNR)  
**Sent:** Tuesday, October 18, 2016 12:28 PM  
**To:** Berndt, Susan J (DOT) <Susan.Berndt@state.mn.us>; Grover, Stephen (DOT) <steve.grover@state.mn.us>  
**Subject:** FW: DOT work order/work assignment

Hi Susan. Attached is the work order for the pre-cast concrete sections. Once DOT has obtained signatures, please forward an executed copy to me.

Thank you.

Kim

**From:** Murphy, Thomas (DNR)  
**Sent:** Tuesday, October 18, 2016 11:48 AM  
**To:** Montgomery, Kim K (DNR) <[Kim.Montgomery@state.mn.us](mailto:Kim.Montgomery@state.mn.us)>  
**Subject:** RE: DOT work order/work assignment

Encumbered and signed!

**From:** Montgomery, Kim K (DNR)  
**Sent:** Monday, October 17, 2016 7:02 AM  
**To:** Murphy, Thomas (DNR) <[Thomas.Murphy@state.mn.us](mailto:Thomas.Murphy@state.mn.us)>  
**Subject:** FW: DOT work order/work assignment

Hey Tom – when you get in, would you please call about this...it needs to be encumbered and signed.

Thanks, Kim

**From:** Roberts, Jesse F (DNR)

**Sent:** Wednesday, October 05, 2016 2:30 PM

**To:** Montgomery, Kim K (DNR) <[Kim.Montgomery@state.mn.us](mailto:Kim.Montgomery@state.mn.us)>

**Cc:** Kavanagh, Joshua (DNR) <[Joshua.Kavanagh@state.mn.us](mailto:Joshua.Kavanagh@state.mn.us)>; Netland, Cory (DNR) <[Cory.Netland@state.mn.us](mailto:Cory.Netland@state.mn.us)>; Lien, Ricky (DNR) <[Ricky.Lien@state.mn.us](mailto:Ricky.Lien@state.mn.us)>; Murphy, Thomas (DNR) <[Thomas.Murphy@state.mn.us](mailto:Thomas.Murphy@state.mn.us)>

**Subject:** DOT work order/work assignment

Hi Kim,

As we discussed yesterday, attached is the DOT work order/work assignment generated under the DNR/DOT interagency partnership agreement #02192-1, copy also attached. We are unsure at this time how many individual pieces will need to be inspected so I have set the not to exceed amount at \$1,000. The inspection costs are based on a predetermined rate set by DOT per piece inspected, see attached DOT inspection rate sheet and e-mail. The funding string for this encumbrance/PO is as follows:

2017

Fund – 2203

FinDept – R293W714

Approp – R296025

CC1 – 2W970

Project – R29G60W65D13

Activity – A600001

Source – 25% STATE/75% REIMB

Speedchart – R296WW970W

Please process/take appropriate action. Let me know if you have any questions.

Thanks,

Jesse

Jesse Roberts

Operations and Development Consultant

Minnesota Department of Natural Resources

Division of Fish and Wildlife

500 Lafayette Road

Box 20

St. Paul, MN 55155

651-259-5175

[jesse.f.roberts@state.mn.us](mailto:jesse.f.roberts@state.mn.us)

The Minnesota Department of Transportation invites you to take our two-minute survey to help us improve our services. [MnDOT Internal Customer Survey](#)  
Thank you for telling us about your experience.



X the appropriate line  
Payable by MnDOT \_\_\_\_\_  
Receivable by MnDOT       X      

**STATE OF MINNESOTA  
WORK ORDER UNDER  
MASTER PARTNERSHIP CONTRACT**

**Project Identification:** Fabricating, adding and replacing Scenic Byway Signage.

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 02192 ("MnDOT") and Minnesota Department of Natural Resources (DNR), and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

**Work Order Contract**

**Article 1 Term of Work Order Contract; Incorporation of Exhibits:**

- 1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by MnDOT, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency's Authorized Representative.
- 1.2 Expiration date: This Work Order Contract will expire on June 30, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

**Article 2 Nature of Work; Requesting and Providing Party:**

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
  - \_\_\_\_\_ Construction Administration
  - \_\_\_\_\_ Emergency Services
  - \_\_\_\_\_ Professional/Technical Services
  - X   Roadway Maintenance
- 2.2 X the blanks below to indicate which party is the "Requesting Party" and which party is the "Providing Party".
  - 2.2.1 The Requesting Party is: \_\_\_\_\_ MnDOT   X   DNR
  - 2.2.2 The Providing Party is:   X   MnDOT \_\_\_\_\_ DNR

**Article 3 Scope of Work:**

- 3.1 MnDOT will perform services under this Work Order summarized generally as follows: Signing project along the Great River road, a National Scenic Byway, comprised of 565 miles of federal, state, county, city, and park and forest roads. This project is for sign fabrication, updates and replacement.

**Article 4 Items provided or completed by the DNR.**

- 4.1 The following will be provided or completed by the DNR: DNR is contributing funding toward the project.

**Article 5 Consideration of Payment:**

- 5.1 The DNR will pay for all services performed by MnDOT on a Lump Sum basis.
- 5.3 The DNR's obligation is \$32,000.00.

**Article 6 Terms of Payment:**

- 6.1 The DNR will pay the MnDOT upon execution of this work order.
- 6.2 MnDOT must create and enter an invoice in SWIFT.
- 6.3 DNR will make payment using the bilateral netting process in SWIFT.

**Article 7 DNR’s Authorized Representatives:**

7.1 The DNR’s Contract Administrator for this Work Order is:

Name:	Kim Montgomery
Title:	Agency Contract Coordinator, OMB
Name of Local Government:	Department of Natural Resources
Street Address:	500 Lafayette Rd
City, MnDOT Zip	St Paul, MN 55155
Phone:	651-259-5567
Email Address:	kim.montgomery@state.mn.us

**Article 8 MnDOT’s Project Manager:**

8.1 The MnDOT’s Project Manager, for this Work Order is:

Name:	Holly Slagle
Title:	State Program Administrator Int.
Name of MnDOT Unit:	Environmental Stewardship
Street Address:	395 John Ireland Blvd, MS 620
City, State Zip	St Paul, MN 55155-1899
Phone:	651-366-3623
Email Address:	Holly.slagle@state.mn.us

The MnDOT’s Project Manager is responsible for overseeing the MnDOT’s fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 10 Additional Provisions**

NONE

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**DNR**

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

By: Bob Juelich  
Title: DNR CEO  
Date: 4/26/17

**COMMISSIONER OF TRANSPORTATION**

By: Ann Labor  
Title: District Engineer / Asst. Division Director  
Date: 5/2/17

**DNR ENCUMBRANCE VERIFICATION**

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

[WHOEVER ENCUMBERS THIS AGREEMENT SHOULD SIGN THE ENCUMBRANCE VERIFICATION BELOW.]

**COMMISSIONER OF ADMINISTRATION**

By: Kim Montgomery  
Date: 4/26/17  
SWIFT Contract #: 124239  
SWIFT PO #: 3-112292

By: Myra Gaudin  
Title: Contract Mgmt Supr.  
Date: 5/5/17

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Project Identification:** Funding for Interagency Rail Director Position

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Agriculture (“Cooperating Agency”).

**Agreement**

**1. Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2016.

**2. Scope of Work and Responsibilities of Each Party; Future Funding**

**2.1 MnDOT Responsibilities.**

- 2.1.1 MnDOT has posted and will fill the “Interagency Rail Director” position. The person hired for the Interagency Rail Director position will perform work including, but not limited to:
  - i. serving as the primary expert and chief strategist for managing cross-agency railroad issues in Minnesota;
  - ii. serving as liaison to the Federal Railroad Administration and the rail industry; and
  - iii. providing strategic leadership to the interagency rail group.
- 2.1.2 MnDOT will provide an office with related IT and office support, and payroll and other services for the Interagency Rail Director position.
- 2.1.3 MnDOT will fund the Interagency Rail Director position using a combination of its own funds, the funding provided under this agreement, and funding provided by interagency agreements with other agencies, and additional legislative appropriations.
- 2.1.4 MnDOT will seek dedicated funding for the Interagency Rail Director position during the 2016 legislative session. If MnDOT secures dedicated funding, that may eliminate or reduce the need for Cooperating Agency funding in future fiscal years, as set forth in sub-Article 2.3.
- 2.1.5 MnDOT will provide funding in the amount of \$10,500.00 for the remainder of Fiscal Year 2016.

**2.2 Cooperating Agency Responsibilities.**

- 2.2.1 The Cooperating Agency will participate in the interagency rail group. This duty will survive the expiration of this Interagency Agreement and continue for the time the interagency rail group is in existence.
- 2.2.2 The Cooperating Agency will provide a portion of the funding for the Interagency Rail Director position, as set forth in Article 3 below.

**2.3 Future Funding.**

- 2.3.1 If MnDOT does not secure dedicated funding for the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.
- 2.3.2 If MnDOT secures dedicated funding only sufficient to partially fund the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.
- 2.3.3 If MnDOT secures dedicated funding sufficient to fully fund the Interagency Rail Director position, the parties will not need to enter into additional funding agreement(s), but the obligation to participate in the interagency rail group will continue and survive this Interagency Agreement, as set forth in sub-Article 2.2.1.

**3. Consideration and Payment**

- 3.1 The Cooperating Agency will provide funding in the amount of \$1,000.00. MnDOT will invoice the Cooperating Agency immediately after this Interagency Agreement is fully signed. The Cooperating Agency will promptly pay the invoice. MnDOT will deposit the funds in a segregated account, and will use the funds only to pay the salary, benefits, expenses, and overhead of the Interagency Rail Director position, and expenses of the interagency rail group.
- 3.2 The total obligation of Cooperating Agency for all compensation and reimbursements to MnDOT under this Agreement will be \$1,000.00.

**4. Conditions of Payment**

- 4.1 All services provided by MnDOT under this Agreement must be performed to the reasonable satisfaction of all parties involved in the interagency rail group.
- 4.2 MnDOT will create and enter an invoice in SWIFT.
- 4.3 The Cooperating Agency will make payment using the bilateral netting process in SWIFT.

**5. Authorized Representatives**

- 5.1 MnDOT's Authorized Representative will be:

Name/Title: Sean Rahn/Assistant Commissioner for Policy (or successor)  
Address: 395 John Ireland Blvd; MS 120 , St Paul, MN 55155  
Telephone: (651) 366-4927  
E-Mail: sean.rahn@state.mn.us

- 5.2 Cooperating Agency's Authorized Representative will be:

Name/Title: Andrea Vaubel/Assistant Commissioner  
Address: 625 Robert St. N St. Paul, MN 55155  
Telephone: 651.201.6180  
Fax:  
E-Mail: andrea.vaubel@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 This Agreement may be terminated only by mutual written agreement of the parties, except that a party may terminate upon 30 days written notice in the event of non-appropriation of funds by the Minnesota Legislature or other funding agency.

**THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY.**

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: Sind K Rowley  
Date: 6-10-16

SWIFT Contract (SC) ID No.: 110661  
Purchase Order (PO) ID No.: 20176

**COOPERATING AGENCY**

By: Jim Boekmann  
Title: Deputy Commissioner  
Date: 6/14/16

By: [Signature]  
(with delegated authority)

Title: Assistant Commissioner  
Date: 6/15/2016

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]  
Date: 6/15/16

STATE OF MINNESOTA  
COMMUNICATIONS FACILITY  
USE AGREEMENT

Agreement #00153  
Faribault Tower

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower and shelter, herein referred to respectively as the "Communications Facility," located at 4375 204<sup>th</sup> St. E in the City of Faribault, which is more fully described in Exhibit A2, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Faribault Communications Facility located in the County of Rice, Minnesota, more fully described on attached Exhibit A2.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on December 1, 2011, and expiring November 31, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B2** and conform to the installation instructions in **Exhibit B3**.
- 3.4 DOC may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
  - 1 to 2 Stations = \$300.00 per year
  - 3 to 4 Stations = \$400.00 per year
  - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

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- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in Exhibit C "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, 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. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.  
  
DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.
10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

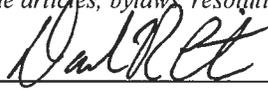
**LIST OF EXHIBITS**

- EXHIBIT A: Location Map
- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Site Layout
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF  
CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By 

Print Name: \_\_\_\_\_

Title:   
(Print or type)

Date 10/24/11

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

Mn/DOT:

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By   
Mukhtar Thakur

Title: Director

Date OCT 12, 2011



UNITED STATES OF AMERICA  
FEDERAL COMMUNICATIONS COMMISSION  
ANTENNA STRUCTURE REGISTRATION



OWNER: MINNESTOA, STATE OF

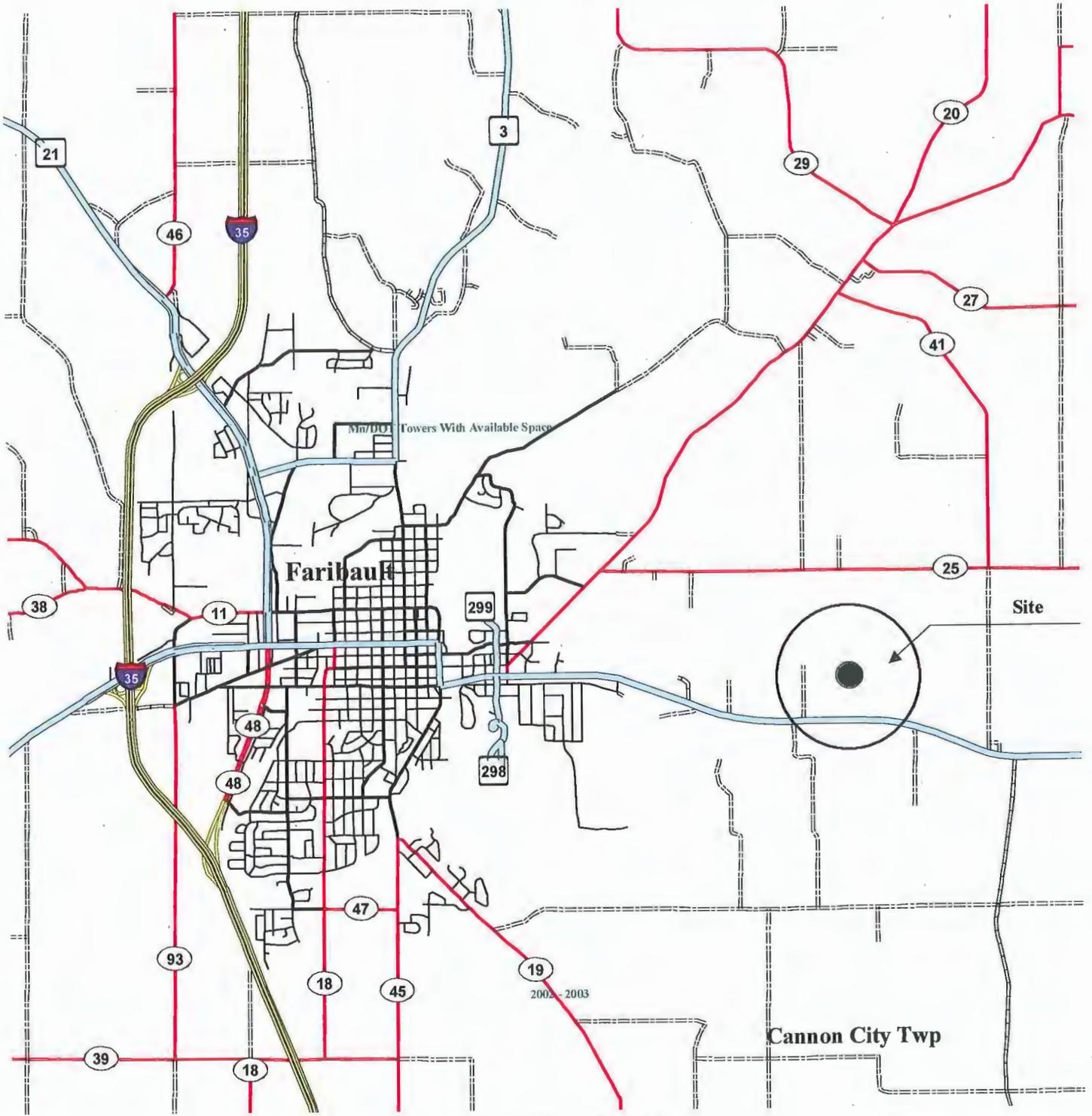
FCC Registration Number (FRN): 0002608115

ATTN: ROBERT PRUDHOMME MINNESTOA, STATE OF 395 JOHN IRELAND BLVD., MS730 ST. PAUL, MN 55155	<b>Antenna Structure Registration Number</b> 1022878
	<b>Issue Date</b> 10-24-2007
<b>Location of Antenna Structure</b> 4375 204TH ST FARIBAULT, MN	<b>Ground Elevation (AMSL)</b> 362.7 meters
	<b>Overall Height Above Ground (AGL)</b> 103.6 meters
<b>Latitude</b> 44-17-28.0 N	<b>Longitude</b> 093-12-41.0 W
<b>Overall Height Above Mean Sea Level (AMSL)</b> 466.3 meters	<b>NAD83</b>
<b>Painting and Lighting Requirements:</b> FAA Chapters 3, 4, 5, 9 Paint and Light in Accordance with FAA Circular Number 70/7460-1H	
<b>Conditions:</b>	

This registration is effective upon completion of the described antenna structure and notification to the Commission. **YOU MUST NOTIFY THE COMMISSION WITHIN 24 HOURS OF COMPLETION OF CONSTRUCTION OR CANCELLATION OF YOUR PROJECT, please file FCC Form 854.** To file electronically, connect to the antenna structure registration system by pointing your web browser to <http://wireless.fcc.gov/antenna>. Electronic filing is recommended. You may also file manually by submitting a paper copy of FCC Form 854. Use purpose code "NT" for notification of completion of construction; use purpose code "CA" to cancel your registration.

The Antenna Structure Registration is not an authorization to construct radio facilities or transmit radio signals. It is necessary that all radio equipment on this structure be covered by a valid FCC license or construction permit.

**You must immediately provide a copy of this Registration to all tenant licensees and permittees sited on the structure described on this Registration (although not required, you may want to use Certified Mail to obtain proof of receipt), and display your Registration Number at the site. See reverse for important information about the Commission's Antenna Structure Registration rules.**



**LOCATION MAP  
EXHIBIT A2**

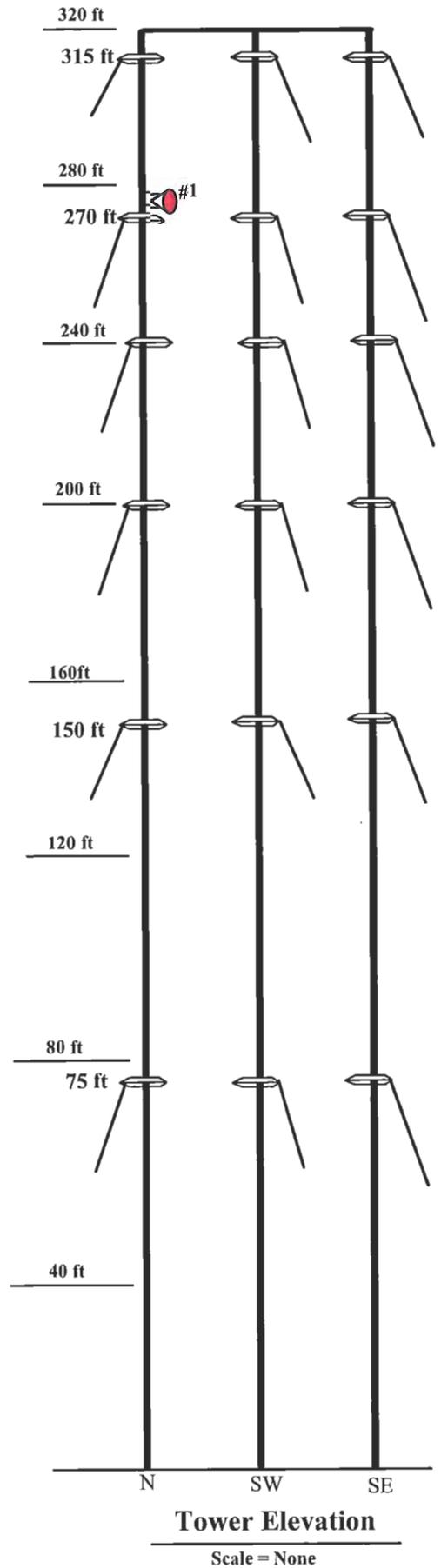
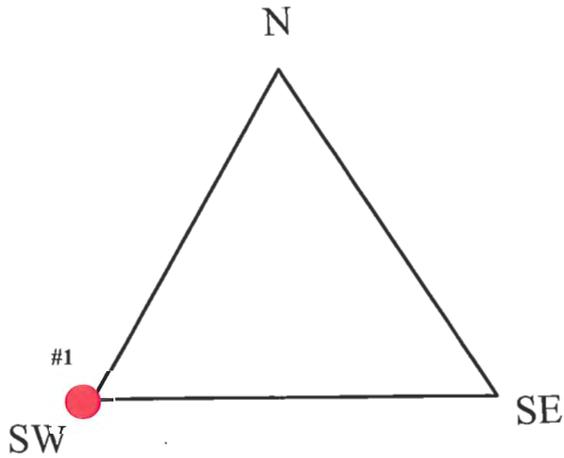
Faribault Tower TEC202

4375 204th Street  
Faribault, MN

SW of the NE Quarter, Section 34  
T110N, R20W, Cannon City Township  
Rice County, Minnesota

ANTENNA KEY - Dept. of Corrections Antennas				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	Andrew VHLP800-11	276'	Leg SW	EW-90
EQUIPMENT IN SHELTER - Dept. of Corrections				
Equip.	Description			
MNI	MX I 11G 6MB 2.5M SP			
FREQUENCY INFORMATION				
Transmit = 11,623.75	Receive = 11,133.75	Tone/Code = N/A		

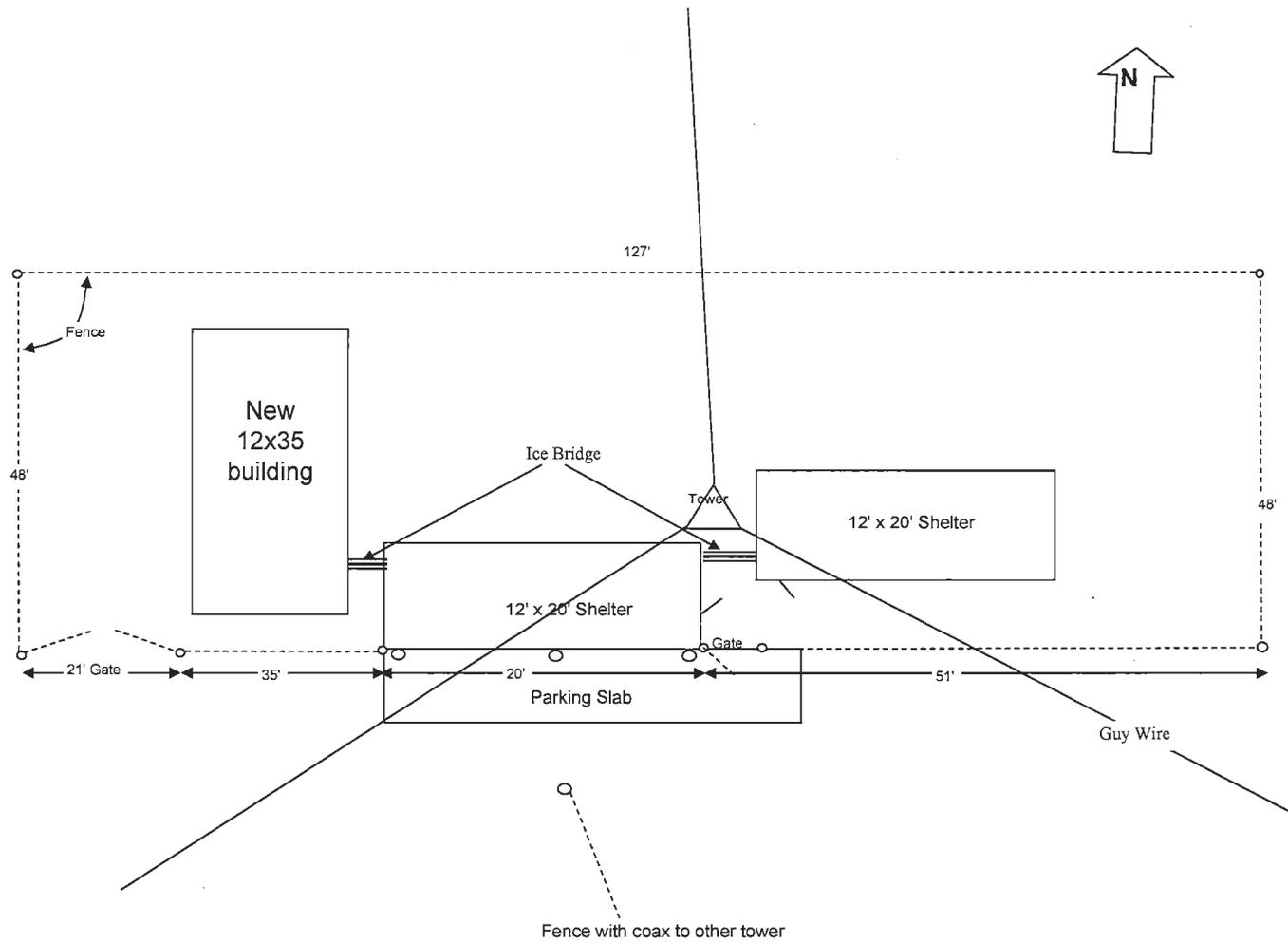
**TOWER ORIENTATION**



**Faribault Tower**  
**Minnesota Department of Transportation**

October 12, 2011  
Agreement #00153

**Exhibit B1**



Faribault Tower – Exhibit A 3	Minn. Dept. of Transportation
Lease = NONE	Date: December 11, 2008

## Exhibit B2

## **Installation Instructions**

### **RACK SPACE:**

Dept. of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the Agency frequencies used at the site and the frequencies used by other public safety agencies.

### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Marshall Robeck  
(507) 446-5539  
(507) 456-7667 Cellular

**Exhibit B3**

**“Site Access”**

MN/DOT-OEC will provide a designated Dept. of Corrections (AGENCY) individual (or their designee) with a key to the Faribault Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Marshall Robeck  
(507) 446-5539  
(507) 456-7667 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

A structural analysis report is not required for this Lease Agreement.

The Dept. of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #00159**  
**St. Cloud Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower and shelter, herein referred to respectively as the "Communications Facility," located at 3725 12<sup>th</sup> St. N in the City of St. Cloud, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's St. Cloud Communications Facility located in the County of Stearns, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on December 1, 2011, and expiring November 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in Exhibit B1, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in Exhibit B1 and conform to the installation instructions in Exhibit B2.
- 3.4 DOC may not add additional equipment or antennas from that described in Exhibit B1, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:
  - 1 to 2 Stations = \$300.00 per year
  - 3 to 4 Stations = \$400.00 per year
  - 5 or more Stations = \$500.00 per year
- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

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Office of Electronic Communications  
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Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:  
Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

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EXHIBIT B1: Tower Diagram with DOC Antenna location

EXHIBIT B2: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF  
CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By

Print Name: \_\_\_\_\_

Title:   
(Print or type)

Date 10/24/11

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

Mn/DOT:

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By   
Mukhtar Thakur

Title: Director

Date OCT 13, 2011

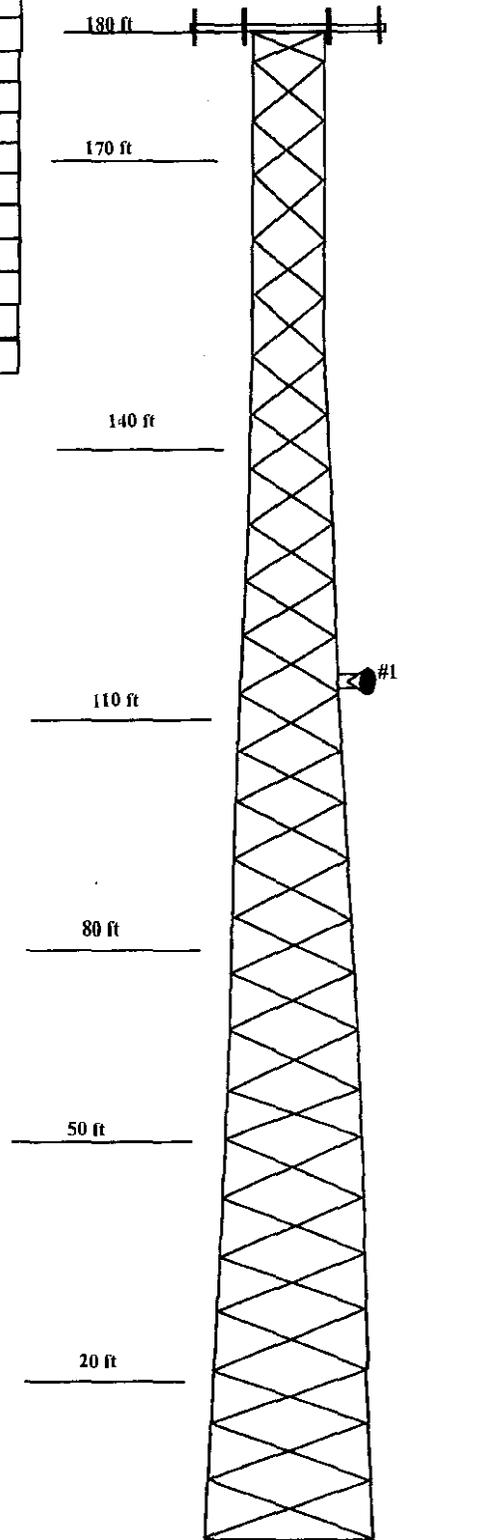
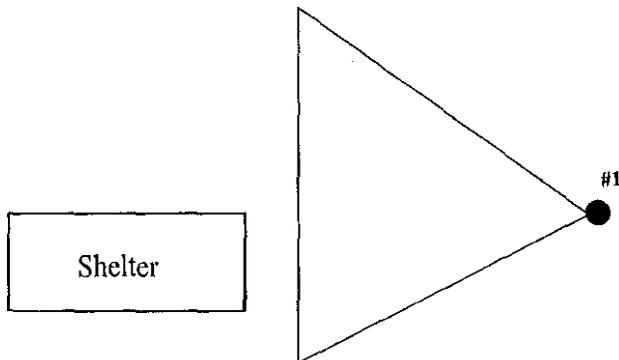


Proposed St. Cloud Tower  
MN/DOT District HQ  
3725 12th Street NE  
St. Cloud, MN

ANTENNA KEY - Dept. of Corrections Antennas				
#	Model	Ht to Tip	Leg	Coax
1	Andrew VHLP800-11	116'	Leg E	EW90
EQUIPMENT IN SHELTER - Dept. of Corrections				
Equip.		Description		
MNI		MX I 11G 6MB 2.5M SP		
FREQUENCY INFORMATION				
Transmit = 11,166.25	Tone/Code = N/A	Receive = 11,656.25	Tone/Code = N/A	



**Tower Orientation**



**Tower Elevation**

Scale = None

**St. Cloud Tower  
Minnesota Department of Transportation**

October 12, 2011  
Agreement #00159  
MN Dept. of Corrections

**Exhibit B1**

# St Cloud Tower



Figure 1b

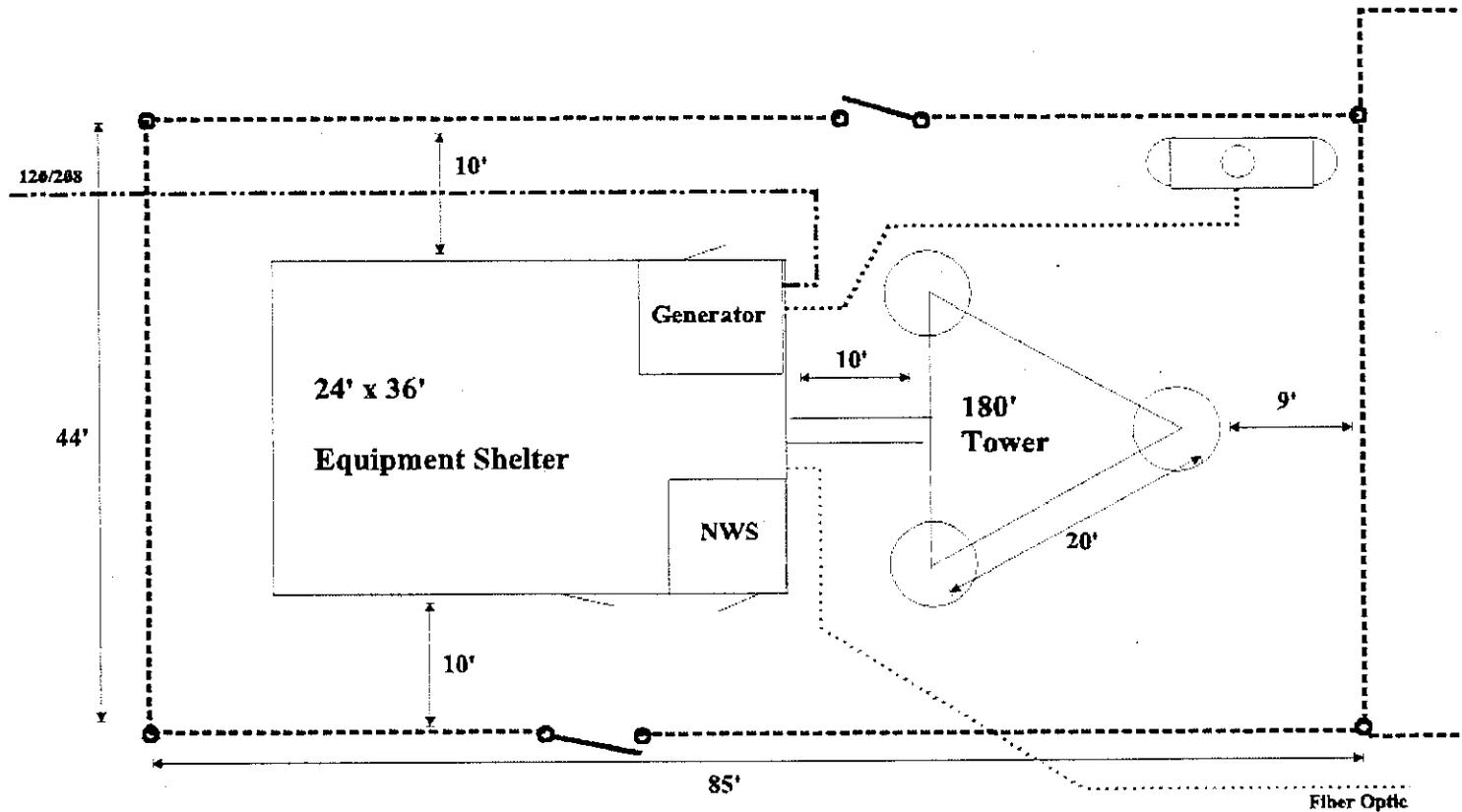


Exhibit B2

Saint Cloud Tower Design TEC 144	Miss. Dept. of Transportation	Eng.
Scale: None	March 16, 2006	TEW

06-OEC-DOT-110A

### **Installation Instructions**

#### **RACK SPACE:**

Dept. of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

#### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the Agency frequencies used at the site and the frequencies used by other public safety agencies.

#### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

#### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

#### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Bruce DeBlieck  
(320) 214-6377  
(320) 894-7434 Cellular

**“Site Access”**

MN/DOT-OEC will provide a designated Dept. of Corrections (AGENCY) individual (or their designee) with a key to the St. Cloud Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Bruce DeBlieck  
(320) 214-6377  
(320) 894-7434 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

Agreement No. 00159  
Dept. of Corrections  
St. Cloud Tower

A structural analysis report is not required for this Lease Agreement.

The Dept. of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #00162**  
**Lino Lakes Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower and shelter, herein referred to respectively as the "Communications Facility," located at 7525 4<sup>th</sup> Ave in the City of Lino Lakes, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Lino Lakes Communications Facility located in the County of Anoka, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on December 1, 2011, and expiring November 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B1** and conform to the installation instructions in **Exhibit B2**.
- 3.4 DOC may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

**7. DUTIES OF DOC**

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, 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. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.  
  
DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.
10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

**LIST OF EXHIBITS**

- EXHIBIT A: Location Map
- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

DOC certifies that the appropriate person(s) have executed the Use Agreement on behalf of DOC as required by applicable articles, bylaws, resolutions or ordinances

By [Signature]

Print Name: \_\_\_\_\_

Title: [Signature]  
(Print or type)

Date 10/24/11

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

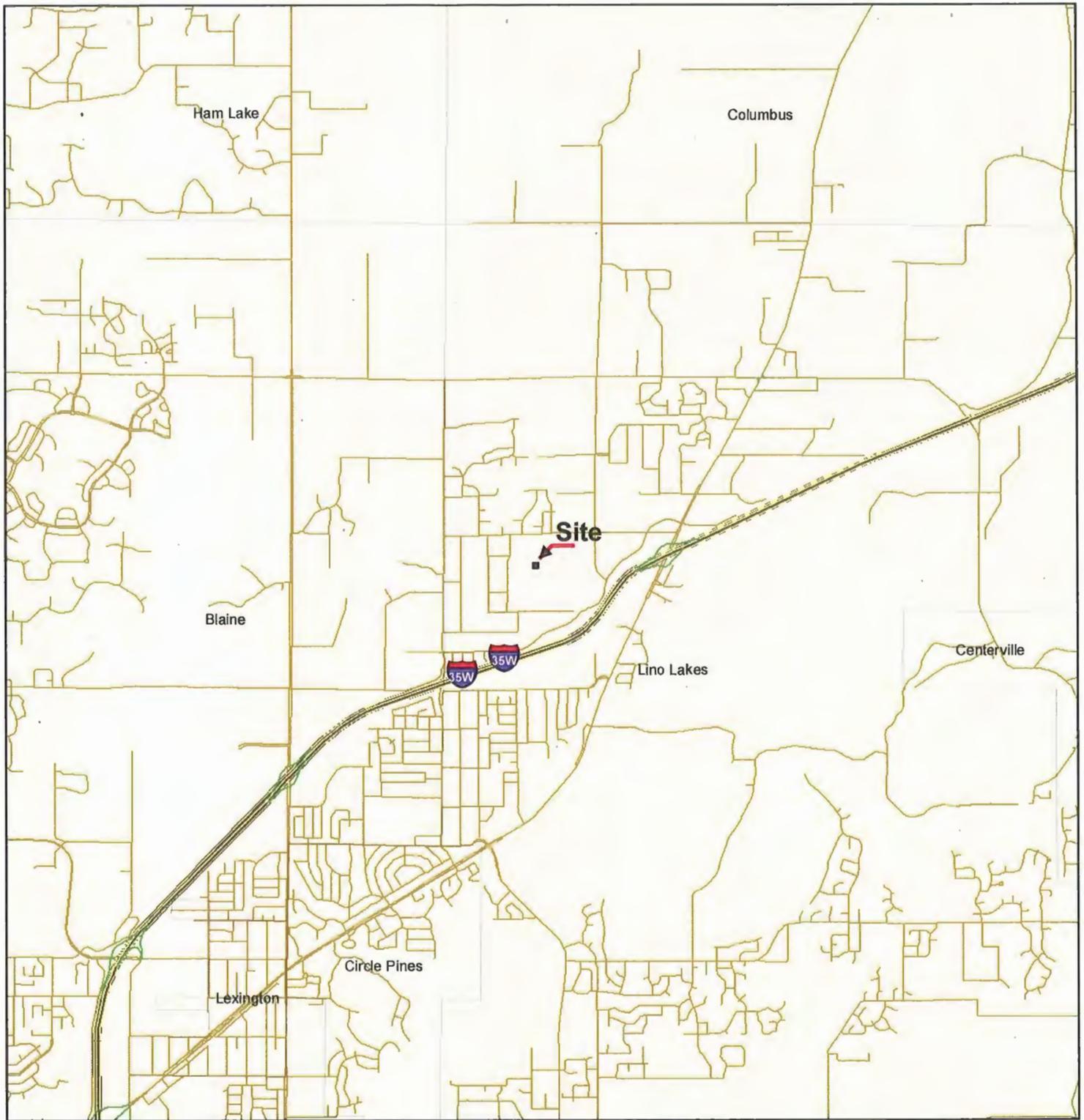
Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By [Signature]  
Mukhtar Thakur

Title: Director

Date OCT 13, 2011



**Lino Lakes**

**7525 4th Ave.**

**NW of the NE Quarter, Section 18  
T31N, R22W, City of Lino Lakes  
Anoka County, Minnesota**

**Agreement #00162  
Dept. of Corrections**

## **LOCATION MAP**

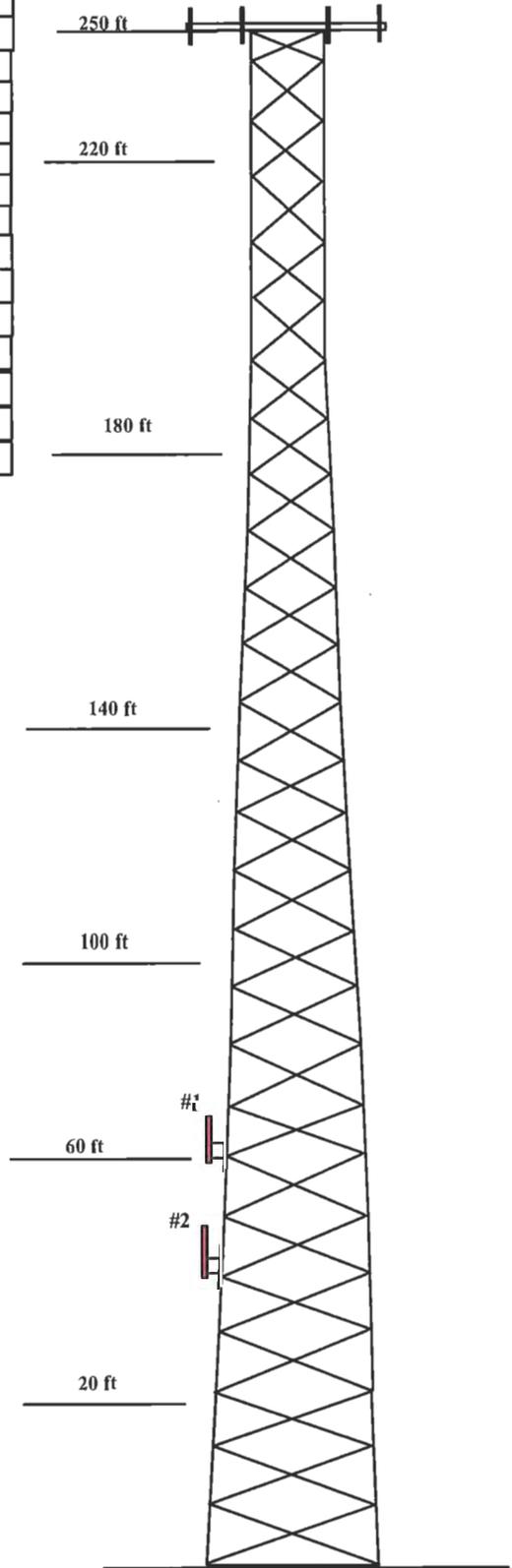
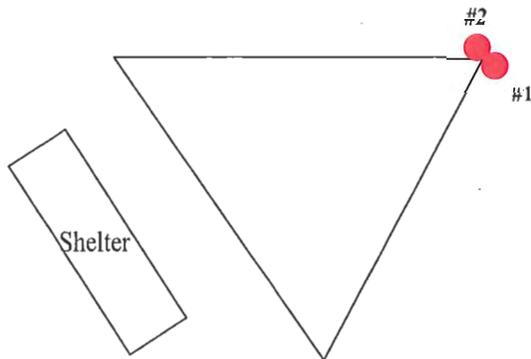
### **Driving Directions**

From Interstate 35W turn north on Lake Drive.  
Proceed .3 miles to Apollo Dr. and turn left.  
Continue .25 miles to Lilac St. and turn right.  
Proceed .35 miles to 4th Ave and follow to site.



ANTENNA KEY - Dept. of Corrections Antennas				
#	Model	Ht to Tip	Leg	Coax
1	Sinclair SE414-SF1P4LNF	65'	Leg SE	1/2" Heliax
2	Sinclair SE414-SF1P4LNF	45'	Leg SE	1/2" Heliax
EQUIPMENT IN SHELTER - Dept. of Corrections				
Equip.	Description			
Motorola	GTR 8000			
FREQUENCY INFORMATION				
Transmit = 851.72500	Tone/Code = N/A	Receive = 806.72500	Tone/Code = N/A	
Transmit = 1851.90000	Tone/Code = N/A	Receive = 806.90000	Tone/Code = N/A	
Transmit = 852.92500	Tone/Code = N/A	Receive = 807.92500	Tone/Code = N/A	
Transmit = 853.42500	Tone/Code = N/A	Receive = 808.42500	Tone/Code = N/A	

### Tower Orientation



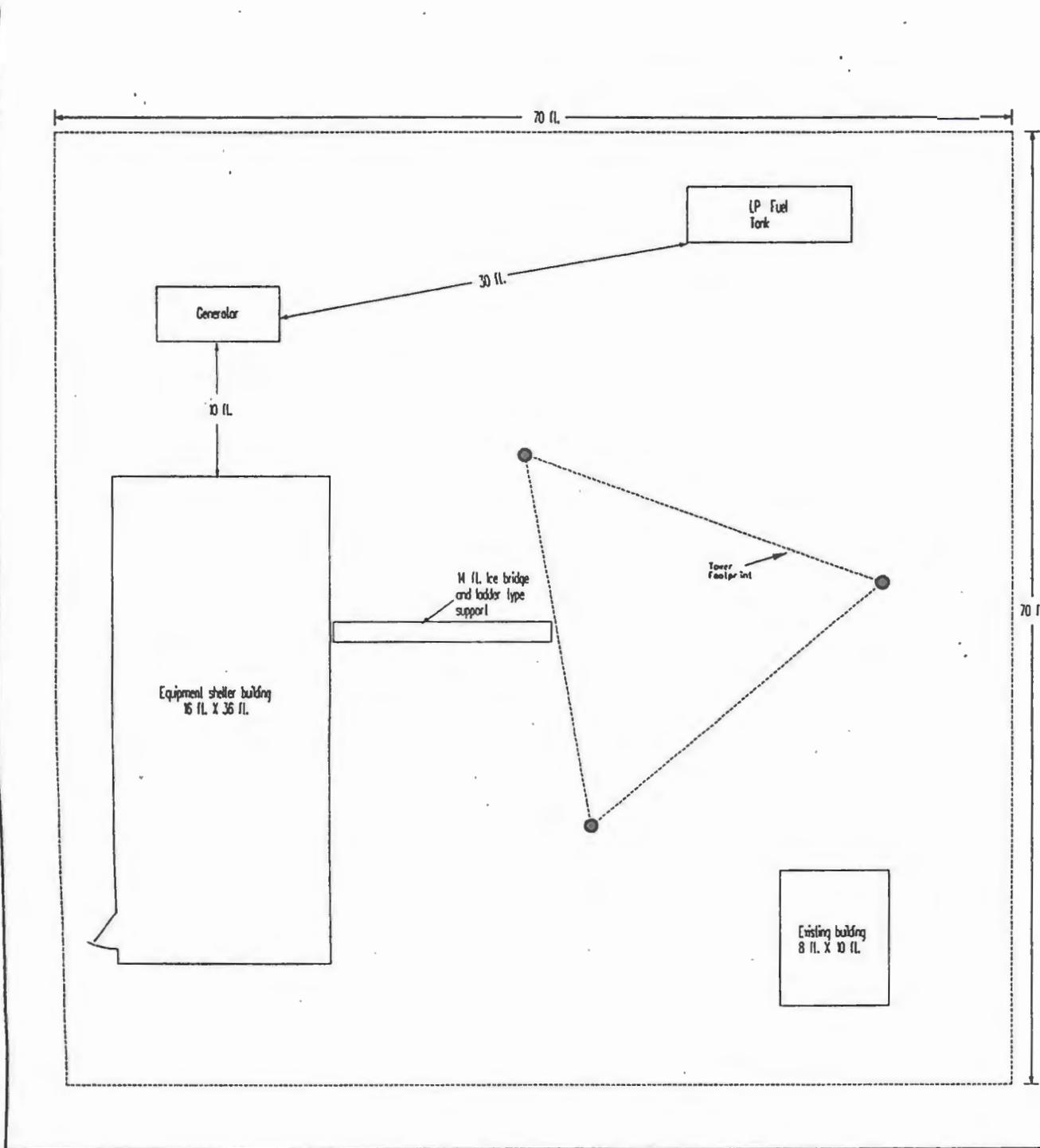
### Tower Elevation

Scale = None

## Lino Lakes Tower Minnesota Department of Transportation

October 12, 2011  
Agreement #00162  
MN Dept. of Corrections

### Exhibit B1



- NOTES: The Contractor shall provide, install and connect the following:
- Equipment shelter building
  - Electrical system
  - Generator and fuel tank
  - A 14 ft. ice bridge and ladder type support
  - Grounding system
  - 280 ft. new perimeter fencing

## Radio Equipment Shelter Building Details

DRAWING NOT TO SCALE,  
SITE LAYOUT  
PLAN

*REGION - WIDE  
800 MHz DIGITAL,  
TRUNKED, RADIO  
SYSTEM*

Ronald Vegemast Engineering, Inc.

INTERCHANGE TOWER SUITE 180  
600 SOUTH HIGHWAY 169  
MINNEAPOLIS, MN 55426-1296  
(612) 545-8903

SITE :

LINO LAKES

DATE : 05/20/98

DRAWN  
BY : GPL

DRAWING NUMBER :

RS262 - SL 13.0



Exhibit B2

## **Installation Instructions**

### **RACK SPACE:**

Dept. of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the Agency frequencies used at the site and the frequencies used by other public safety agencies.

### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Bob Prudhomme  
(651) 234-7971  
(651) 373-9511 Cellular

**“Site Access”**

MN/DOT-OEC will provide a designated Dept. of Corrections (AGENCY) individual (or their designee) with a key to the Lino Lakes Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Bob Prudhomme  
(651) 234-7971  
(651) 373-9511 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

A structural analysis report is not required for this Lease Agreement.

The Dept. of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**STATE OF MINNESOTA**  
**COMMUNICATIONS SHELTER**  
**USE AGREEMENT**

**Agreement #00517**  
**Shakopee Tower**  
**Communications Shelter**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the State of Minnesota, Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit non-state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications shelter, herein referred to respectively as the "Communications Shelter," located at 13751 Zumbro Ave in the City of Shakopee, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said shelter has excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space in the shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space in the Communications Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS SHELTER**

MN/DOT grants and DOC accepts this "Agreement" for the use of shelter space within Mn/DOT's Shakopee Communications Shelter located in the County of Scott, Minnesota, more fully described on attached Exhibit B2.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on February 1, 2012, and expiring January 31, 2022

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to use and maintain DOC'S communications equipment in the Communications Shelter, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Shelter to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment.
- 3.2 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment in such location inside Mn/DOT's shelter and conform to the installation instructions in Exhibit B3.
- 3.3 DOC may not add additional equipment than that described in Exhibits B1, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station, for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to the Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Shelter to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Shelter. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.
- 5.5 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of the Communications Shelter, including, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Communications Shelter.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Shelter as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Shelter as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S Communications Shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.7 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

**7. DUTIES OF DOC**

- 7.1 DOC warrants that DOC'S use of the Communications Shelter shall not interfere with any of Mn/DOT'S communications equipment or any other users that are in Mn/DOT'S Shelter prior to the effective date of this Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Shelter without first obtaining Mn/DOT'S written consent.

- 7.3 Prior to installing, replacing or modifying any equipment in the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
  - 7.4 All wiring shall conform to the existing wiring method used at the Communications Shelter and shall conform to the National Electrical Code.
  - 7.5 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Shelter as described in **Exhibit C** "Site Access" attached hereto.
  - 7.6 DOC shall install and maintain DOC'S equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed, operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
  - 7.7 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Shelter as a result of DOC'S occupancy of said Communications Shelter.
  - 7.8 DOC hereby agrees that DOC'S access to the Communications Shelter shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S communications system in proper working order in and around the Communications Shelter.
8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, 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. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.
- DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.
10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Shelter by DOC shall remain the personal property of DOC with right of

replacement or removal at all reasonable times during the term of this Agreement, or any extension thereof.

**11. DESTRUCTION OF THE COMMUNICATIONS SHELTER** If the Communications Shelter is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Shelter is rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Shelter to a safe, operational condition within thirty (30) days, this Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.

**12. NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

**13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

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## LIST OF EXHIBITS

EXHIBIT A: Location Map

EXHIBIT B1: DOC Equipment

EXHIBIT B2: Site Description

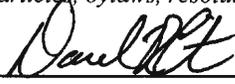
EXHIBIT B3: Installation Instructions

EXHIBIT C: Site Access

DOC:

STATE OF MINNESOTA  
DEPARTMENT OF CORRECTIONS

*DOC certifies that the appropriate person(s) have executed  
the Use Agreement on behalf of DOC as required by  
applicable articles, bylaws, resolutions or ordinances*

By 

Print Name: \_\_\_\_\_

Title:   
(Print or type)

Date: 1/23/12

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

Mn/DOT:

STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By   
Mukhtar Thakur

Title: Director

Date: Jan 17, 2012

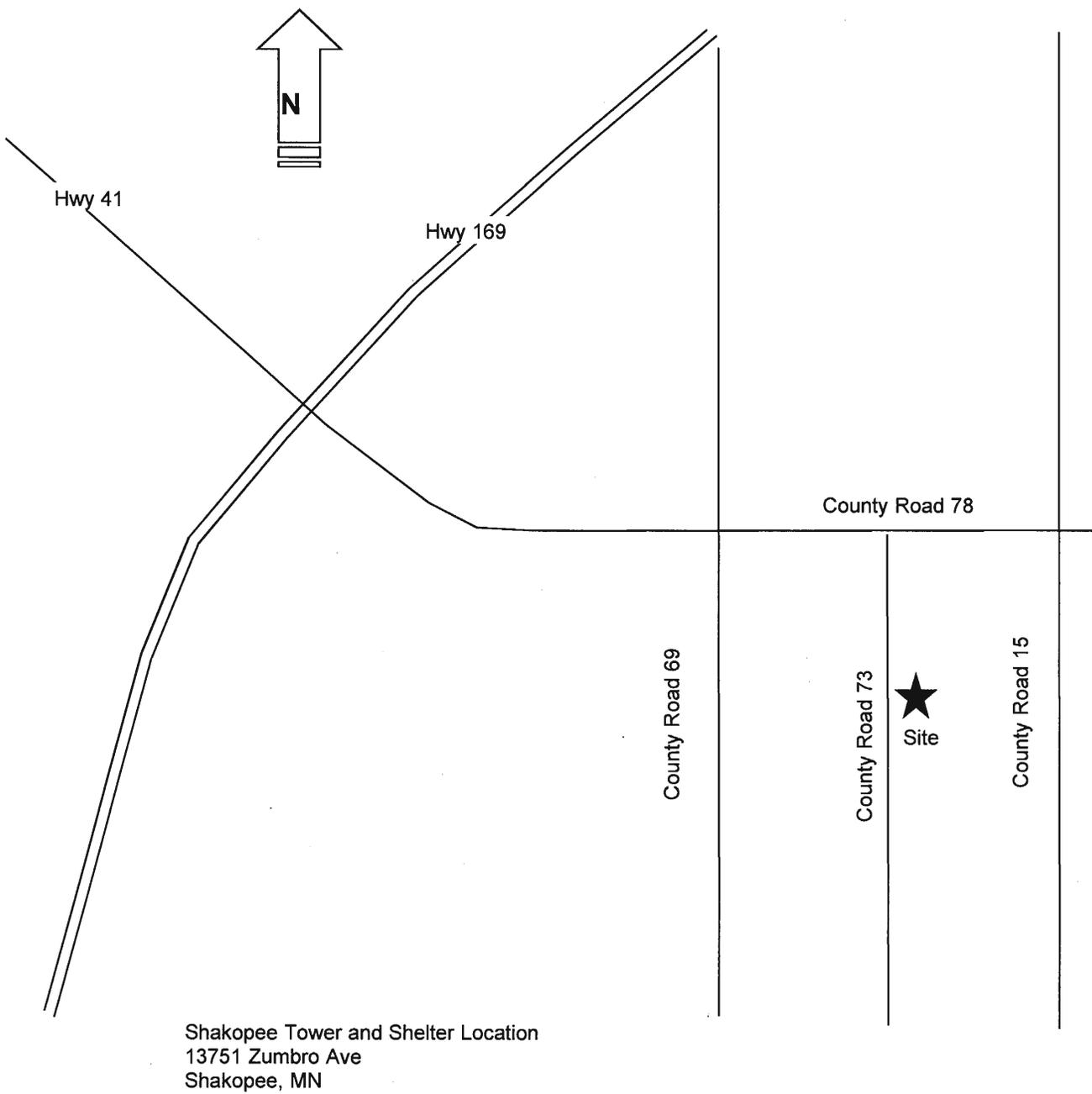


Exhibit A

<b>EQUIPMENT IN SHELTER - Dept. of Corrections</b>			
<b>Equip.</b>		<b>Description</b>	
MNI		MX I 11G 6MB 2.5 M SP	
<b>FREQUENCY INFORMATION</b>			
Transmit = 11,623.75	Tone/Code = N/A	Receive =11,133.75	Tone/Code = N/A

**Shakopee Communications Shelter**  
**Minnesota Department of Transportation**

December 16, 2011  
 Agreement #00517  
 Dept. of Corrections

**Exhibit B1**

**Tower Owner: Scott County Sheriffs Department**

**Land Owner: Scott County**

**Tower Address: 13751 Zumbro Ave  
Shakopee, MN**

**County: Scott County**

**City: (nearest) Shakopee, MN**

**Site Directions: East of Hwy 169, on County Rd 78, then South on  
County Rd 73.**

**FCC Registration #: N/A**

**Coordinates:**

**Latitude: N/A**

**Longitude:**

**Ground Elevation: N/A**

**Tower Height: N/A**

**Shelter Type: A 11' x 36' concrete shelter with stone aggregate exterior covering. Shelter is equipped with all power, air conditioning and emergency back-up power and other features necessary and prescribed for a functional communications facility.**

Exhibit B2

### **Installation Instructions**

#### **RACK SPACE:**

Dept. of Corrections (DOC) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS).

If no Mn/DOT space is available, DOC will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

#### **InterMod Panel:**

DOC shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the DOC frequencies used at the site and the frequencies used by other public safety agencies.

#### **Grounding**

DOC or its contractor installation work shall be R56 compliant.

#### **Entrance Panel**

DOC or its contractor shall arrange the entrance panel location with the RMS.

#### **Coax Management**

DOC or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Bob Prudhomme  
(651) 234-7971

**“Shelter Access”**

MN/DOT-OEC will provide a designated Dept. of Corrections (DOC) individual (or their designee) with a key to the Shakopee Communications Shelter. If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by DOC.

**Contact Information**

Radio Maintenance Supervisor  
Bob Prudhomme  
(651) 234-7971

DOC shall have unlimited 24 hour, 365 days access to the shelter to conduct necessary maintenance of their equipment. DOC and or its contractors will be responsible for securing the shelter when leaving the premise. Failure to do so could result in termination of this Agreement.

**Shelter Entry Notification**

DOC or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the shelter. DOC or its designee must call the Mn/DOT RMS cited above. If no answer at either number, DOC should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated DOC personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Shelter that may be of interest to DOC. DOC or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, DOC or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the DOC individual or designee should leave a message that includes: individuals name, shelter name, date and time of entry and departure, nature of site visit and a return telephone number.

**Cooperative Agreement for Riverway Mitigation  
Items as part of the St. Croix River Crossing Project  
between  
The Minnesota Department of Transportation  
And  
The Minnesota Department of Natural Resources**

This Agreement for locating and constructing a Public Boat Access Facility is between the Minnesota Department of Transportation (Mn/DOT) and Minnesota Department of Natural Resources (MnDNR).

**Recitals**

Whereas, Minnesota Statutes §471.59 authorize the parties to enter into this Agreement; and

Whereas, Mn/DOT and the Wisconsin Department of Transportation (WisDOT) plan to construct a new crossing of the St. Croix River between the City of Oak Park Heights in Washington County, Minnesota and the Town of St. Joseph, in St. Croix County, Wisconsin, including construction in the cities of Stillwater and Bayport, Minnesota, as described in 2006 Supplemental Final Environmental Impact Statement (SFEIS); and

Whereas, the new river crossing has the potential to cause adverse environmental impacts on the natural, cultural, and historical resources of the St. Croix River, which is a designated National Wild and Scenic Riverway; and

Whereas, to avoid and minimize the environmental impacts to the Riverway, Mn/DOT, WisDOT, MnDNR, WisDNR, the National Park Service, and the Federal Highway Administration (FHWA) entered into a Memorandum of Understanding (MOU) for the Implementation of Riverway Mitigation Items (Exhibit A),

Whereas, Exhibit A provides that the parties will implement certain measures to mitigate the adverse effects the new river crossing will have to the Riverway in St. Croix County, Wisconsin; and

Whereas, the MnDNR agreed in the MOU to locate and construct a public access facility on the St. Croix River and Mn/DOT agrees to pay \$1.2 million assist with such public boat access efforts; and

Whereas, the parties are entering into this Agreement to facilitate the transfer of the agreed-upon sum, described in Exhibit A, from Mn/DOT to MnDNR.

Now therefore, the parties agree as follows:

**Agreement**

**1. Payment**

- 1.1** Between issuance of the Notice to Proceed #1 to the Design-Builder and June 30, 2013 of the St. Croix Roadway Approach Design-Build Contract, Mn/DOT will provide a lump sum payment of \$1.2 million to the MnDNR. MnDNR will apply this money to the Public Boat Access as set forth in Mitigation item (g) in the MOU attached as Exhibit A.
- 1.2** It is the goal of this Cooperative Agreement that all recipients of funds in this Agreement expend or commit all such funds within five years of receipt, subject to extension. Any extensions must be approved by all parties to this agreement, or their successors in office. Mn/DOT will use its best efforts to secure approval of an extension by FHWA. The receipt of any funds under this Agreement that are not expended or obligated to a specific proposal for a Mitigation Activity contained in this Agreement within five years after receipt, or by the expiration of any extensions under this section, will be immediately returned to Mn/DOT.

JC

## 2. Agreement between the Parties

- 2.1 MnDNR agrees to implement the mitigation items identified as MnDNR's responsibilities in accordance with the relevant provisions of the MOU attached as Exhibit A.
- 2.2 In addition to any monitoring and reporting requirements set forth in the MOU, MnDNR will provide Mn/DOT with quarterly progress reports detailing the status of the Riverway Mitigation efforts. These quarterly reports will continue until all expenditures under this agreement are completed.

## 3. Term of Agreement; Survival of Terms; Incorporation of Exhibits

- 3.1 *Effective date:* This Agreement is effective on the date last signed by the parties hereto, including all necessary Mn/DOT, MnDNR, officials required by Minnesota Statutes § 16C.05, subdivision 2.
- 3.2 *Expiration date:* This Agreement will expire five years from the date of disbursement of funds by Mn/DOT, or when all obligations have been satisfactorily fulfilled, whichever occurs first, unless terminated earlier as provided for under Section 9. If necessary, Section 2.2 will survive the expiration or termination of this Agreement.
- 3.3 *Exhibits.* Exhibit A is attached and incorporated into this Agreement.

## 4. Authorized Representatives

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

### 4.1 *For Mn/DOT.* Mn/DOT's Authorized Representative is:

Mark Hagen, 1500 West County Road B2, Roseville, MN 55113, 651/234-7686, or his successor.

Mn/DOT's Mitigation Project Managers are:

Todd Clarkowski, 1500 West County Road B2, Roseville, MN 55113, 651/234-7714, or his successor, and

Jon Solberg, 1500 West County Road B2, Roseville, MN 55113, 651/234-7792, or his successor.

### 4.2 *For MnDNR.* MnDNR's Authorized Representative is:

Kent Alan Skaar, MnDNR Box 39, 500 Lafayette Rd, St. Paul MN 55155, 651-259-5636, or his successor

## 5. Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 5.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 5.3 *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 5.4 *Agreement Complete.* This Agreement contains the results of all prior negotiations and agreements between Mn/DOT and MnDNR. 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 omissions and the results thereof.

**7. Termination**

- 7.1 Termination may only be allowed by mutual agreement of the parties or for insufficient funding as set forth in 9.2 below.
- 7.2 Mn/DOT may immediately terminate this Agreement, anytime prior to the disbursement of funds, if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice. Mn/DOT has no obligation to pay for any services that are provided after notice and effective date of termination. Mn/DOT will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Mn/DOT must provide the MnDNR notice of the lack of funding within a reasonable time of Mn/DOT's receiving that notice.

**8. Force Majeure.**

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

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**STATE ENCUMBRANCE VERIFICATION**

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

**MnDOT**

Signed: R. M. Lang

By: Ann Jabr  
(With delegated authority)

Date: ~~9-19-12~~ 9-25-12

Title: Asst. Division Engineer - ESD

SWIFT Purchase Order No.

~~53271 / 30000 84415~~  
53586 / 30000 85318

Date: 9/25/12

**MnDNR**

**MnDOT OFFICE OF CONTRACT MANAGEMENT**

By: Carroll Nab

By: [Signature]

\*Title: Director - Parks & Trails

Date: 9-25-2012

Date: 7 May 12

050712  
CSA

**St. Croix River Crossing Project**  
**Memorandum of Understanding**  
**For the Implementation of Riverway Mitigation Items**

**Between the National Park Service,  
The Minnesota Department of Natural Resources,  
The Wisconsin Department of Natural Resources,  
The Federal Highway Administration,  
The Minnesota Department of Transportation  
And the Wisconsin Department of Transportation**

1. The Federal Highway Administration (FHWA), the Minnesota Department of Transportation (Mn/DOT) and Wisconsin Department of Transportation (WisDOT) plan to construct a new crossing of the St. Croix River between the City of Oak Park Heights in Washington County, Minnesota and the Town of St. Joseph, in St. Croix County, Wisconsin, including construction in the cities of Stillwater and Bayport, as described in the 2006 Supplemental Final Environmental Impact Statement (SFEIS) for the St. Croix River Crossing Project; and
2. The impacts of the Project are described and discussed in Chapters 4 through 14 of the SFEIS. Riverway impacts are being avoided and minimized to the extent possible. Chapter 15 documents the adverse environmental impacts of the Preferred Alternative that cannot be avoided on the Lower St. Croix National Scenic Riverway and the mitigation package; and
3. The National Park Service draft 7(a) evaluation indicates that with appropriate mitigation, the Preferred Alternative would not have a direct and adverse effect on the scenic and recreational values for which the Lower St. Croix Riverway was included in the national Wild and Scenic Rivers System; and
4. Table 15-2 of the SFEIS provides a summary overview of the Preferred Alternative mitigation package and includes: mitigation dollar amounts to be provided by the transportation agencies; the agency or agencies responsible for implementation of the mitigation item; the schedule for implementation; and the contract or agreement necessary for execution of the mitigation item; and
5. For Mitigation Items 9b., f., g., i., and k. of this Memorandum of Understanding (MOU), the parties will negotiate and enter into specific agreements, in accordance with applicable laws, to outline the financial arrangements and administrative details to carry out the intentions expressed in this MOU.
6. For Mitigation Item 9b. only, for administrative efficiency, the source of all funds to be provided to the Wisconsin Department Natural Resources (WisDNR) and to St. Croix County, and distributed to the Town of St. Joseph will be from Mn/DOT Project appropriations.

7. An implementation graphic describing the Mitigation for Riverway Impacts is attached which also provides the additional implementation details for each of the items; and
8. The above agencies wish to enter into this MOU to further refine the implementation of each mitigation item; and
9. Mitigation Items: The following is further refinement of each of the Riverway Impacts mitigation items.
  - a. Removal of Xcel Barge Unloader Facility and Mooring Cells:

Mn/DOT will remove the barge unloading facility and mooring cells associated with the Xcel Energy King Plant from the St. Croix River, eliminating an existing man-made structure from the Riverway. The estimated cost of this mitigation item is \$1.1 million. Xcel Energy owns this facility. This mitigation item is to offset the visual impacts of a new river crossing by removing an existing man-made structure from the Riverway.

The facility consists of 18 mooring cells and four additional foundation cells that support a large coal barge off-loading facility that is no longer used. A conveyor system between the structure and the shoreline will also be removed. Steel sheeting from each of the mooring cells will be removed by either pulling the sheeting or cutting it off near the river bottom. The stone fill in each cell will be spread out near the cell location and would be left in-place as aquatic habitat. One pivot cell from the barge off-loading facility will remain. Any work in the river below elevation 682.5 will need to be reviewed by the U. S. Army Corps of Engineers pursuant to applicable regulations and permit requirements under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act.

Mn/DOT has also proposed to use the Xcel barge unloading facility and mooring cells as a barge docking facility during the Preferred Alternative river crossing construction. Temporary barge docking facilities will be placed in the river for use during construction of the Preferred Alternative. Reuse of the existing Xcel facility during river crossing construction will result in one fewer temporary barge docking facility that will need to be constructed.

This property has been evaluated as not eligible for listing in the National Register of Historic Places. MnSHPO concurs with this evaluation.

A Memorandum of Understanding (see attachment.) has been developed between Mn/DOT and Xcel Energy regarding the use of these facilities during river crossing construction and removal following construction of the river crossing. The St. Croix River is known to contain a large and diverse fresh water mussel community, including two federally listed endangered species (Higgins eye pearly mussel and winged mapleleaf). In addition, the Xcel barge unloading facility supports an active osprey (Minnesota listed species of special concern and Wisconsin listed threatened species) nesting platform. Prior to implementation, Mn/DOT shall also evaluate, in consultation with US Fish and Wildlife Service and Minnesota Department of Natural Resources, this mitigation item for potential mussel and osprey impacts and suitable protection measures.

1. Relocation and replacement of the osprey nest requires a permit from the Minnesota Department of Natural Resources.

2. The mooring cells gravel contents will be spread on the river bottom at an elevation which will allow potential barge access to the Pivot Cell from the downstream side. The gravel contents of the cells upstream from the Pivot Cell will remain at an elevation that will allow recreational boat traffic to safely pass.

b. Mitigation for damages to bluffslands:

As part of the Project, Mn/DOT will provide funding in the amount of \$2.0 million to WisDNR and in the amount of \$2.5 million to St. Croix County for the protection of replacement lands to offset the impacts of a new crossing on the Wisconsin bluff. Protection could include the purchase of fee title, the purchase or transfer of development rights or the purchase of conservation easements from willing sellers of land located in St. Croix County, Wisconsin. Protected lands would be perpetually maintained for land and water conservation purposes, scenic protection and other compatible uses, including low-impact public recreation.

It is the intent of all parties to this agreement that WisDNR will use the \$2 million for its own land protection efforts within the Riverway Basin.

It is also the intent of all parties to this agreement that St. Croix County will use \$2 million for land protection efforts within the Riverway Basin that are of benefit to the Riverway and that St. Croix County will pay the remaining \$500,000 to the Town of St. Joseph for similar use. Prior to expending such funds for the protection of specific land parcels, St. Croix County and the Town of St. Joseph will consult with, and seek concurrence from, WisDNR on the targeted land parcel(s) and the proposed management of such land by St. Croix County or the Town of St. Joseph. All parties to this MOU recognize that the source of these mitigation funds is Mn/DOT Project appropriations and, therefore, St. Croix County and the Town of St. Joseph are eligible to use their respective portions to compete for matching Wisconsin Stewardship Local Assistance Grants administered by WisDNR. If St. Croix County or the Town of St. Joseph decide to partner with a non-profit conservation organization in purchasing land rights as described above, the partnering parties would be eligible to compete for other Stewardship match programs for which the local units of government themselves are not eligible. It is the recommendation of all parties of this MOU that St. Croix County and the Town of St. Joseph select projects that would be eligible for matching Wisconsin Stewardship funds in order to maximize the use of the funds provided under this paragraph. All such grant requests will be subject to WisDNR's standard, independent review process governing the Stewardship Program.

As stipulated in the Section 106 Amended MOA (Stipulation VIII), for any property purchased or protected under this mitigation item, WisDNR, St. Croix County and the Town of St. Joseph shall consult with the Wisconsin State Historic Preservation Officer (WisSHPO), the Minnesota State Historic Preservation Officer (MnSHPO) and other consulting parties, including Indian tribes, as appropriate, in accordance with 36 CFR §§ 800.3 - 800.5 to determine if historic properties in addition to those identified in Stipulation II.C.4 of the Section 106 MOA for this project will be affected. In addition, the WisDNR, St. Croix County and the Town of St. Joseph will confer with the WisSHPO on possible sites to acquire in order to provide protection for historic properties in conjunction with land and water conservation goals.

c. Bluffland Restoration:

The intent of the bluffland restoration mitigation item is to further offset the impacts of the Preferred Alternative on the Wisconsin bluff. Mitigation items include:

1. Removal of the Buckhorn sign. The Buckhorn sign is located approximately 1,800 feet north of the Preferred Alternative river crossing location along the Wisconsin bluff. Under this mitigation item, WisDOT will remove the sign and the bluff will be allowed to return to a natural state. The attached Memorandum of Understanding developed between WisDOT and the property owner, Edward T. Johnston, includes provisions for its removal.
2. Partial restoration of the Wisconsin approach to the Lift Bridge. Under this mitigation item, WisDOT will remove and restore the existing STH 64 roadway between the Lift Bridge and STH 35. WisDOT will redevelop a portion of STH 64 as a Loop Trail as described in the Visual Quality Manual for this project. WisDOT will remove the existing CTH E roadway between the CTH E/STH 64 intersection and State Street. WisDOT will revegetate the road rights-of-way with native species following removal of the pavements.

d. Removal of Terra Terminal Building:

The Terra Terminal building has been evaluated as not eligible for listing in the National Register of Historic Places. MnSHPO concurs with this evaluation. However, the Terra Terminal site is adjacent to the National Register-eligible Hersey Bean Saw Mill and Planing Mill archaeological sites. Mn/DOT will coordinate any activities planned for this area with the Mn/DOT Cultural Resources Unit and the MnSHPO. Refer to Chapter 11 and the Section 106 MOA in Appendix G of the SFEIS for additional detail on the Hersey Bean sites.

Mn/DOT will remove the Terra Terminal building, an old fertilizer warehouse on the Stillwater Municipal Barge Facility property, under this mitigation item, removing an existing man-made structure from the Riverway and restoring the shoreline to a more natural condition. Mn/DOT will also remove construction debris (asphalt and concrete) used for bank stabilization near the building and the removal of below-water debris near the shoreline. A natural condition will be created along the shoreline with removal of the existing construction debris (e.g., concrete slabs). Any replacement materials necessary to maintain riverbank stabilization will have a natural appearance. Mn/DOT will coordinate with the City of Stillwater on the removal of construction debris and the replacement with natural material to ensure bank stabilization to ensure that this is consistent with the plan for the park setting along the Riverway.

Mn/DOT will coordinate removal of the Terra Terminal building with Stillwater. Mn/DOT has identified the Terra Terminal building site as a potential construction staging site. Once the building structure is removed, the Terra Terminal building pad could also be used as a staging area during construction. Identification of all construction staging sites will be completed during final design. When construction is complete, Mn/DOT will remove the building pad and restore the site. Mn/DOT is currently working with the City of Stillwater to relocate the Bergstein Shoddy Mill buildings to the site of the Terra Terminal building.

Four different aspects of mitigation focus on the Terra Terminal property. The National Park Service proposed removal of the building and shoreline restoration to mitigate scenic impacts. The City of Stillwater plans to develop the area as a park. A segment of the recreational loop trail will cross this property. Historic preservation interests propose the possibility of moving the historic Shoddy Mill buildings to the Terra Terminal site, once the terminal is removed. In addition, the site is a possible construction staging area. See Stipulation IV. B. of the Section 106 MOA for this project. All of the above-mentioned parties must cooperate in use and development of this property in order to ensure that Riverway mitigation goals are achieved.

Since the publication of the SDEIS, a report has been completed for the City of Stillwater that outlines possible riverway and cultural resource impacts with the relocation of the Shoddy Mill buildings to this site. Refer to Chapter 11 and Stipulation IV. F. of the Section 106 MOA for this project in Appendix G of the SFEIS for additional detail.

e. Kolliner Park:

The Kolliner Park property, located on the Wisconsin shoreline of the St. Croix River adjacent to the Lift Bridge and the existing STH 64 approach roadway, will be allowed to revert to a natural state. WisDOT will remove non-historic, man-made elements (e.g., access road; parking lot pavement; miscellaneous items) from the site. Although the pavement for the access road will be removed, the revegetated roadway will remain usable for emergency and city vehicle access. Some minor grading may be required following removal of these elements. Some retaining walls may also remain intact to provide site drainage as requested by the WisDNR. Following removal of these elements, the park would be allowed to revert to a natural state.

The Kolliner Park property is owned by the City of Stillwater. The property will remain under the ownership of the City of Stillwater with the implementation of this mitigation item. Although the park master plan cannot be implemented fully (i.e., the proposed access road and parking would not be feasible because there would be no vehicular access available to the general public to the site), the City could still develop, subject to applicable federal, state and local government regulations, other elements proposed in the park master plan.

f. Riverway Interpretation:

The Riverway interpretation mitigation item will include interpretation items (e.g., informational and mobile kiosks, bulletin boards) related to natural and cultural resources to enhance the recreational experience for users of the Riverway. Examples of potential content of the interpretation items are provided in Section 14.2.1.1 of the SDEIS, and include material related to natural and historic resources. Interpretive items related to natural resources may include items related to zebra mussels in the St. Croix River (e.g., education, research, or inspection programs), informational material on other invasive species, items related to water quality, or items related to the Riverway's resources and values. Interpretive items related to historic resources may include installation of interpretive materials in locations such as downtown Stillwater, Kolliner Park or the Stillwater Boom Site related to archaeological sites and past uses.

As part of the Project, Mn/DOT will provide funding in the amount of \$300,000 to the NPS. The NPS, in coordination with the Minnesota Department of Natural Resources (MnDNR) and WisDNR, will be responsible for the content and implementation of this mitigation item. NPS

will also consult with MnSHPO and WisSHPO to prevent adverse impacts to historic resources per Stipulation VI. C. of the Section 106 MOA for this project.

g. Public Boat Access:

As part of the Project, Mn/DOT will pay funding in the amount of \$1.2 million to the MnDNR for costs associated with locating and constructing a public access facility on the St. Croix River in the general project vicinity. MnDNR will conduct location studies, environmental documentation, and any mitigation necessary for access construction impacts. MnDNR has not yet determined the location of the access. The history and issues surrounding the public boat access mitigation item are described in Section 14.2.1.1 of the SDEIS.

h. Loop Trail System:

- i. As part of the compensation to offset impacts of a new river crossing on the recreational values of the Riverway, Mn/DOT and WisDOT will complete a loop trail system between Minnesota and Wisconsin. Subject to the planned Lift Bridge rehabilitation work, Mn/DOT and WisDOT will open the trail for use within one year after the St. Croix River Crossing Project is open to traffic. The location of the loop trail system is illustrated in Figure 15-2.
- ii. As part of the loop trail system, Mn/DOT and WisDOT will convert the Lift Bridge to a pedestrian/bicycle facility. Mn/DOT will place bollards, or similar gating elements, within the Chestnut Street right-of-way in Stillwater to prevent vehicular access by the general public to the Lift Bridge, but still allowing for any traffic operations on Chestnut Street. These bollards would be removable and allow for maintenance, emergency, and city-owned vehicles to access the Lift Bridge and Kolliner Park in Wisconsin. Lift Bridge management and operations as part of the loop trail system are described in more detail in the Section 106 Amended MOA in Appendix G of this SFEIS and in Section 15.4.1.4 of this SFEIS. With conversion of the Lift Bridge to a pedestrian/bicycle facility, the existing operation regulations and lift schedule will stay in effect.
- iii. Within one year after opening of the new river crossing, Mn/DOT will initiate a rehabilitation project on the Lift Bridge, with the work elements described by the priorities established in the Lift Bridge Management Plan.
- iv. The conceptual design of the loop trail will be included in the Visual Quality Manual currently being developed by Mn/DOT and WisDOT. Preliminary design for the loop trail anticipates two separate trails, one for pedestrians and one for bicyclists, through the Stillwater Municipal Barge Facility property and up the Wisconsin bluff from the Lift Bridge to STH 35 within the existing STH 64 right-of-way. Through the Stillwater Municipal Barge Facility property, Mn/DOT will construct a higher speed bicycle trail on an existing railroad grade along the west boundary of the site. A lower speed pedestrian trail will follow the St. Croix River shoreline at the east boundary of the property. This plan for the loop trail through the Stillwater Municipal Barge Facility property is consistent with the park plan for this site. Refer to Figure 15-3 for an illustration of the loop trail through the Stillwater Municipal Barge Facility property.
- v. Up the Wisconsin bluff, WisDOT will construct the bicycle trail at the existing road grade; the pedestrian trail will also be constructed at the existing road grade with intermittent landings. WisDOT will construct the loop trail within the existing STH 64 right-of-way from the Lift Bridge to existing STH 35. Refer to SFEIS, Figure 15-4 for an

illustration. A cross section of the potential loop trail design and revegetation up the Wisconsin bluff is illustrated in Figure 15-5. A photo simulation of the loop trail and revegetation is illustrated in Figure 15-6. Vegetation between the two trails up the Wisconsin bluff will be addressed in the Visual Quality Manual. WisDOT will construct a parking facility (approximately 40 stalls) at the top of the bluff in Houlton, with access to the loop trail system. WisDOT will construct bollards at the top of the bluff in Wisconsin across the loop trail to prevent vehicular access by the general public from the loop trail at the top of the Wisconsin bluff. These bollards would be removable and allow for maintenance and emergency vehicles to access the loop trail.

- vi. The loop trail will utilize paved shoulders along existing STH 35 and a shared-roadway facility on existing CTH E through Houlton, past the Houlton Elementary School, to the proposed STH 64 – STH 35/CTH E interchange. WisDOT will construct a cul-de-sac on existing CTH E at the interchange, and a parking facility to the south of the cul-de-sac. This parking facility will provide access to the loop trail system near the STH 64 – STH 35/CTH E interchange. The loop trail will continue south from the cul-de-sac at existing CTH E, include an underpass under the new STH 35 roadway, and continue parallel to the west side of the new STH 64 roadway south to the new river crossing.
  - vii. As part of the completion of the loop trail, Mn/DOT will also partner with the City of Stillwater in grading the Stillwater Municipal Barge Facility property following construction. Mn/DOT will complete the grading under a construction contract as part of the river crossing construction. MnDOT will consult the City of Stillwater as part of this process to ensure that the grading is completed consistent with their plans for the future park development. The grading will be completed to the extent possible while still avoiding the natural and cultural resources (i.e., Hersey and Bean site) of the Stillwater Municipal Barge Facility property. See Stipulation IV. F. of the Section 106 MOA for this project for further details.
  - viii. Ownership, operation and maintenance of the loop trail will be determined through discussions with appropriate federal, state, and local agencies during final design. Mn/DOT and WisDOT anticipate transferring ownership, operation, and maintenance responsibilities for the loop trail to the respective local units of government. An operations plan, to be completed prior to opening of the loop trail, will define compatible and safe uses for the loop trail system. The trail was designed intending for non-motorized uses only and restricted trail use during winter months. Refer to Section 16.2.2.3 of this SFEIS for a discussion of additional involvement with the City of Stillwater regarding completion of the loop trail and other temporary impacts to Stillwater-owned property.
  - ix. The conceptual design of the loop trail is included in the Visual Quality Manual and describes the location of the trails and aesthetic treatments.
- i. Recreation, Education and Riverway Restoration:
- i. A new St. Croix River crossing will result in adverse impacts to the visual qualities of the Riverway and will also result in an adverse impact to a user's recreational experience along the Riverway. The following is a description of the three components of this mitigation item:
    - a. Archaeological Surveys: A new river crossing will impact the visual qualities for which the Riverway was set aside and will impact people's recreational experience on

the Riverway. To compensate for this, the riverway agencies (NPS, MnDNR, WisDNR) have proposed to restore native vegetation and develop campsites along the Lower St. Croix National Scenic Riverway (Lower Riverway) in order to enhance the camping experience while protecting the Riverway's resources. Prior to any management activities to remove exotic species and restore natural species (e.g., burning or other treatment plans) or prior to any campsite expansion, the NPS shall complete archaeological surveys of the affected areas in their respective states, in consultation with the Minnesota and Wisconsin SHPO's in that state, and any objects found will be documented and curated.

- b. **Historic Research:** A new river crossing will impact and change the appearance of the river and shoreline. To raise awareness among river users and researchers of how man has changed the river in the past, the NPS, in consultation with the Minnesota and Wisconsin SHPO's, will document the river changes implemented by the U. S. Army Corps of Engineers (i.e., decisions; proposed and implemented plans; photographs and drawings). The NPS will also document, including photographs, the history of the Boomsite and its effect on the Riverway and the logging industry. The results of these efforts will be a scholarly document and an overview of the research on the NPS website.
  - c. **Restroom Facilities:** Increasing recreational use of the St. Croix River has elevated demand for restroom facilities along the river. To respond to this demand, and to minimize pollution associated with the lack of proper sanitation, NPS will construct new restroom facilities along the Riverway to enhance the recreational experience while protecting the Riverway's resources.
- ii. As part of the Project, Mn/DOT will provide funding in the amount of \$250,000 for these three components of this mitigation item to the NPS. The NPS will be responsible for any Section 106 consultation required for the activities in this mitigation item. The NPS will be responsible for the purchase and maintenance of the restroom facility.

j. Covenants on Excess Property:

This mitigation item will require the placement of covenants on potential excess properties from the 1995 Final EIS Preferred Alternative alignment in Wisconsin and the former STH 35 wayside rest area to limit future development. There will be no excess property available on the Minnesota side of the Riverway in lower Oak Park Heights; all of the previously purchased right-of-way for the 1995 FEIS Preferred Alternative alignment will be used by the Preferred Alternative.

The excess property in Wisconsin could eventually be sold as surplus property. If sold as surplus property, WisDOT shall record deed-restrictive covenants on the properties that are consistent with Lower St. Croix National Scenic Riverway Cooperative Management Plan (CMP) guidelines (e.g., bluff setback; structure height – see Appendix A of the CMP). WisDOT anticipates a loss of approximately \$466,000 on the sale of these properties with the restrictive covenants in place.<sup>1</sup> The anticipated covenants on the excess WisDOT-owned properties are listed below, and further described in Chapter 15 of this SFEIS. The three excess property parcels from the 1995 Final EIS Preferred Alternative alignment are shown on attachment to this MOU titled “WisDOT Excess Right-of-Way Layout.”

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<sup>1</sup> Estimate for the difference in Wis/DOT selling excess property with and without a restrictive covenant is \$10,000 per acre.

- i. Lands west of Existing STH 35, both at the former wayside south of the project and along the 1995 Final EIS Preferred Alternative alignment, if sold by WisDOT as excess right-of-way, shall be restricted to "Conservancy District" use as defined by St. Croix County Zoning as follows: *Conservancy District is established to preserve and perpetuate in an open state certain areas such as lowland swamps, marshes and wetlands, floodplains and stream beds, slopes, bluffs, wooded areas and other areas of aesthetic value which, because of their unique physical features, are deemed desirable to be retained for the benefit of this and future generations. The regulations of the Conservancy District are intended not only to preserve and perpetuate open space land and water areas consistent with the intent and purpose of this chapter, but also to protect the community and the County from costs and consequences that may be incurred when unsuitable development occurs in such areas.*

The land west of Existing STH 35 at the former wayside south of the project is approximately 9.9 acres in size. The land west of Existing STH 35 in the area of the 1995 Preferred Alternative is approximately 10.8 acres in size.

- ii. Land east of Existing STH 35 along the 1995 Preferred Alternative alignment from Existing STH 35 to the east-west  $\frac{1}{4}$  line of Section 26, Town 30 North, Range 20 West, approximately  $\frac{1}{4}$ -mile south of Existing CTH E, if sold by WisDOT as excess right of way, shall be restricted to "Agriculture Residential District" use as defined by St. Croix County Zoning as follows: *Agricultural Residential District: This district is created to establish areas within which agricultural uses, commercial uses serving agriculture, limited commercial, institutional residential uses may be located. The Agricultural Residential District is intended to include areas in which exclusive agricultural use on an area-wide basis is not warranted due to such factors as the existence of mixed uses prior to the date the district was established and located, demonstrated or expected ability of farm and selected nonfarm uses to exist in close proximity without undue conflict or a determination that the area is in a state of transition to urban residential character.*

The restriction on this parcel could be removed if equal or greater acreage with equivalent restrictions is provided in the Town of St. Joseph. This parcel of land is approximately 25.9 acres in size.

- iii. Land adjacent to the New STH 64/35/CTH E interchange north of the east-west  $\frac{1}{4}$  line of Section 26, Town 30 North, Range 20 West, approximately  $\frac{1}{4}$ -mile south of Existing CTH E to the proposed south right-of-way line for Relocated STH 35, is not required to have any restrictions in use on the deed in the sale as excess right-of-way. This parcel of land is approximately 6.7 acres in size.

k. Spill Response Plan.

As population grows and traffic levels increase in St. Croix County, Wisconsin, Washington County, Minnesota and in the Minneapolis/St. Paul metropolitan area, the risk of traffic related spills within the St. Croix River basin increases. A comprehensive spill response plan will help improve the ability for federal, state, regional and local governments to respond to such spills, and minimize the potential adverse impacts to surface waters, groundwater and aquatic and terrestrial wildlife populations and habitats.

As part of the Project, Mn/DOT will provide funding in the amount of \$100,000 to the NPS to work with contractors or consultants to develop a River Defense Network for spill response.

This effort will include mapping spill entry routes and determining time of travel for various flow regimes and spill locations. It will also include arrangements for spill contractors and equipment storage at various locations along the river for rapid deployment.

#### 10. Monitoring and Reporting

- a. On March 1st of every year, FHWA shall submit a summary annual report to the signatories detailing the measures carried out pursuant to the terms of this MOU. FHWA shall submit an annual report every year until the mitigation item work contained within this MOU is completed.
- b. The annual report will describe all actions taken by FHWA, Mn/DOT, WisDOT and other agencies during the preceding year to implement the terms of this MOU, identify any problems or unexpected issues encountered during the year, any disputes and objections submitted or resolved, any changes recommended in implementation of the MOU, and any scheduling changes. The annual report shall also include a timetable of mitigation item activities proposed for implementation within the following year or two.
- c. The signatories of this MOU shall review the annual report and provide their comments to FHWA within thirty (30) days of receipt of the report. FHWA shall also provide the annual report to the Mn/DOT Cultural Resources Unit, the MnSHPO and the WisSHPO.
- d. At its own discretion or at the request of any signatory to this MOU, FHWA shall convene a meeting to facilitate review and comment on the annual report, and to resolve any questions about its content and/or to resolve adverse comments.

#### 11. Oversight Committee.

An Oversight Committee, composed of representatives from the National Park Service, Minnesota Department of Natural Resources, Wisconsin Department of Natural Resources, U.S. Fish & Wildlife Service, Minnesota Department of Transportation, Wisconsin Department of Transportation, and Federal Highway Administration, will receive Annual Reports as described above and at the group's discretion, meet on an as-needed basis (minimum of annual meetings are expected).

Attachments: Preferred Alternative Layout  
Mitigation for Riverway Impacts Graphic dated 03-14-06  
MOU between Mn/DOT and Xcel for the Barge Unloader Facility  
MOU between WisDOT and Edward T. Johnston for removal of Buckhorn sign  
WisDOT Excess Right-of-Way Layout

Signatures signify agency concurrence with this Memorandum of Understanding

National Park Service

By: Tom Bradley

Tom Bradley

Superintendent

St. Croix National Scenic Riverway

Date: 3/27/06

Minnesota Department of Transportation

By: [Signature]

Khani Sahebjam

Metro District Engineer

Date: 4/11/06

Wisconsin Department of Transportation

By: [Signature]

Rory L. Rhinesmith

Regional Operations Manager

Division of Transportation System Development

Date: 03/21/06

Federal Highway Administration

By: [Signature]

Thomas K. Sorel

Division Administrator

Date: 3-28-06

Wisconsin Department of Natural Resources

By: [Signature]

Scott Humrickhouse

Director

West Central Region

Date: 3/24/06

Minnesota Department of Natural Resources

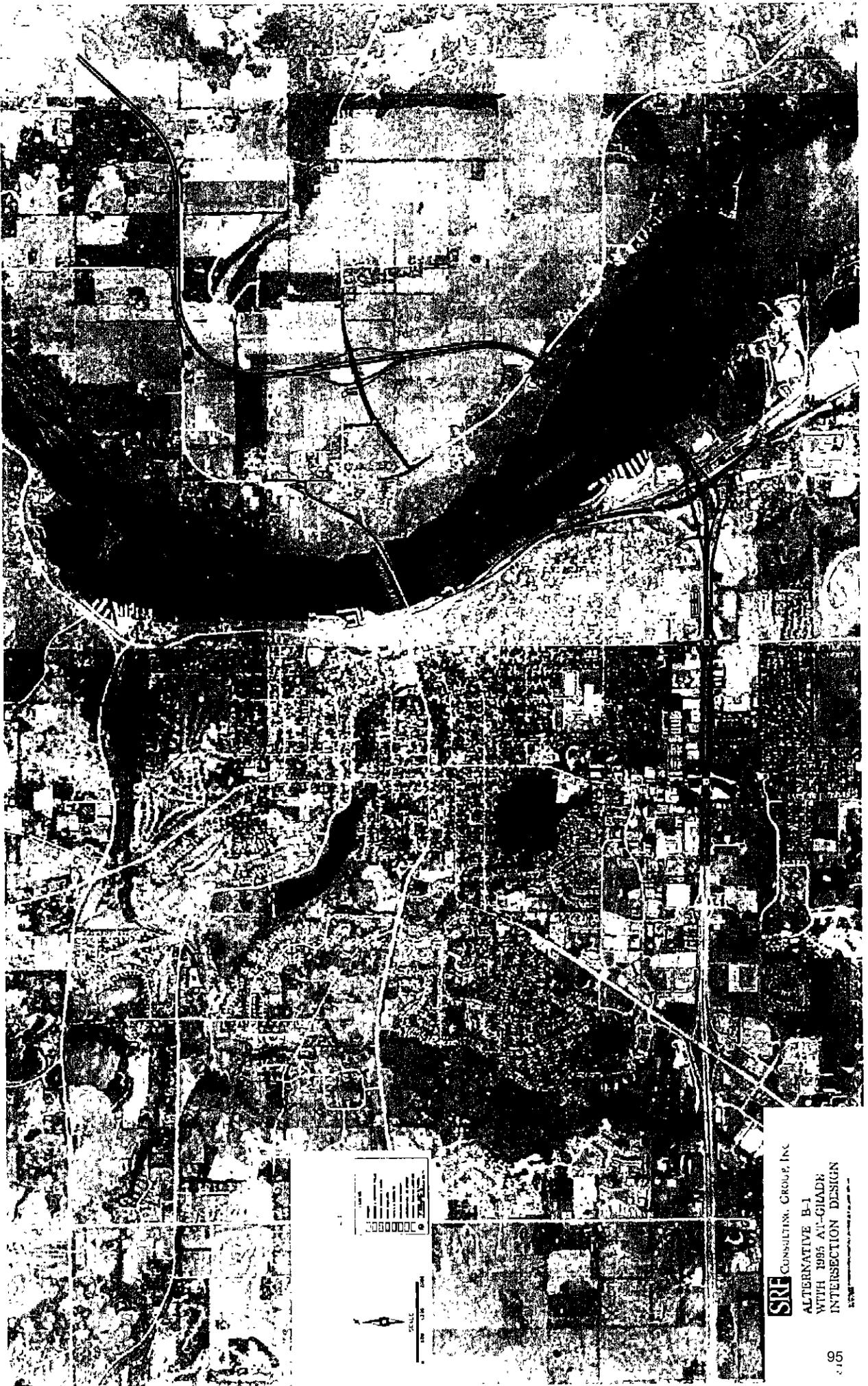
By: [Signature]

Kent Lokkesmoe

Director

Division of Waters

Date: 3-27-06



**SRF** CONSULTING GROUP, INC.  
ALTERNATIVE B-1  
WITH 1995 AT-GRADE  
INTERSECTION DESIGN

# ST. CROIX RIVER CROSSING PROJECT

## MITIGATION FOR RIVERWAY IMPACTS

	Record Of Decision July 2006	Lift Bridge Repair Project Ending Summer 2006	FHWA Authorization Of Funding	Letting Of Project	Begin Construction	End Construction	One Year After Construction
Removal Of Xcel Barge Unloading Facility And Mooring Cells	MOU Between Mn/DOT And Xcel				Use Existing Facility for Staged Construction		Removal Of Xcel Barge Unloading & Mooring Cells
Mitigation for Damages to Blufflands			\$2,000,000 Joint Powers Agreement With Mn/DOT and WisDNR  \$2,500,000 Joint Powers Agreement With Mn/DOT and St. Croix Co			Purchase/Protect Blufflands, Fee Title, Developmental Rights or Easements	
Bluffland Restoration	MOU Between WisDOT And Sign Owner				Removal Of The Backhorn Sign		Restoration Of Wis Approach Lift Bridge Per Visual Quality Manual
Removal Of Terra Terminal Building		Identify As Construction Staging Site		Removal Of Terra Terminal Building  Banking Pads Removed And Site Restored		Potential Use As Construction Staging Site	
Kollmer Park						Removal Of Non-Historic Man-Made Elements And Allow Reversion To A Natural State	
Riverway Interpretation			\$300,000 Joint Powers Agreement With Mn/DOT And NPS (Lead Agency)				Implementation Of Riverway Interpretation
Public Boat Access			\$1,200,000 Interagency Agreement With Mn/DOT And Mn/DNR		Site Search, Study For Boat Access Location, And Environmental Study By Mn/DNR		
Loop Trail System		Final Design Of Loop Trail System			Construction Of Loop Trail System		Construction And Completion Of Loop Trail On Approaches To Lift Bridge And On Lift Bridge
Recreation, Education and Riverway Restoration - Archeological Surveys - Historical Research - Restroom Facilities			\$250,000 Joint Powers Agreement With Mn/DOT And NPS			Implementation Of The Agreement	
Covenants On Excess Property		Draft Coverall Language					Disposition of excess properties with Covenants
Spill Response Plan			\$100,000 Joint Powers Agreement With Mn/DOT And NPS				Implementation of the Agreement

### TIME LINE DEFINITIONS

Record Of Decision: FHWA's Environmental Decision Document  
 FHWA Authorization: Normally 3 weeks prior to letting  
 LETTING: DOT's Advertise for bids, hiring construction contractors, typically 4-6 weeks prior to construction

**Memorandum of Understanding Between  
The Minnesota Department of Transportation**

**And**

**Northern States Power Company d/b/a Xcel Energy**

1. Removal of Barge Unloader Facility. As a part of the St. Croix River Crossing Project, the Minnesota Department of Transportation ("MnDOT") will remove from the Northern States Power Company's d/b/a Xcel Energy (NSP) Allen S. King generating plant the Barge Unloader Facility including, but not limited to, the entire barge unloading structure, mooring cells, and support cells, the truss and conveyor belt system between the unloader and Transfer House #1. ("Facility"). The Pivot Cell will be left in place. The entire removal of the Barge Unloader Facility will follow the completion of the new river crossing bridge construction.
  - 1.1. NSP will designate an NSP employee to work with MnDOT and it's Contractor to coordinate all on site activities during the removal of the Barge Unloader Facility.
  - 1.2. NSP may salvage any portion of the in-place Barge Unloader Facility but must complete such work at least 6 months prior to MnDOT advertising the bridge contract. NSP shall also notify MnDOT of any major modifications to the in-place Barge Unloader Facility and associated equipment such that potential contractors will be fully aware of the scope of work required for the Facility's removal.
  - 1.3. The Pivot Cell will remain in place with no modifications except as may be required for the removal of other facilities and equipment removed from the Facility. The Pivot Cell will be left in place to allow its use as a future mooring Facility for barges that NSP may need to place at the site.
  - 1.4. Coal spillage located under and around the Barge Unloader Facility will be left in place and will not be part of the removal of the Barge Unloader Facility.
  - 1.5. The mooring cells gravel contents will not be removed by MnDOT and will be allowed to remain on the river bottom for aquatic habitat.
  - 1.6. The sheet piling of the cells will either be pulled entirely or cut off near the river bottom and removed at Mn/DOT's discretion.
  - 1.7. The concrete cap on the cells (except for the Pivot cell) will be removed.
  - 1.8. All materials removed from the Barge Unloader Facility will become the property of MnDOT's Contractor.
  - 1.9. The opening left in Transfer House #1 by the removal of the Barge Unloader Facility shall be repaired by MnDOT's Contractor.

2. Use of the Barge Unloader Facility as a Barge Staging Area

- 2.1. An Extradosed Bridge Type is recommended for the preferred new river crossing bridge type. Construction of a new river crossing bridge will require barge oriented activities. Because of this, the Barge Unloader Facility would become a barge staging area where barges used for the construction of the new river crossing would be moored.
- 2.2. Recent evolution of a wetland located near the new river crossing has eliminated that area as a potential staging area, creating a shortage of available staging areas for this project. If additional staging areas are necessary, MnDOT will contact NSP during the design phase about the availability of a NSP site known as the "West Construction Building Area". If this site is to be used as another staging area, access to that site is only allowed from the Emergency Vehicle Access Road via the entrance off of TH 95 at the Wastewater Treatment Plant.
- 2.3. NSP will designate an NSP employee to work with MnDOT and it's Contractor to coordinate all on site activities during the staged construction of the new river crossing bridge.

3. Disclosure

- 3.1. NSP acknowledges that the only known potentially hazardous waste issues associated with the Facility is the lead paint coating. All PCB oil transformers have been removed from the Facility. Any transformers on the Facility now contain only non-hazardous transformer oil.
  - 3.2. The Barge Unloader Facility steel structure is covered with lead based paint. MnDOT will be solely responsible for and will use the appropriate disposal/recycling methods for removing and disposing these materials. MnDOT's Contractor will comply with MnDOT's Standard Specifications for Construction during the removal and disposal of these materials.
  - 3.3. In the event that lead or lead coatings are detected on non-steel components or if other materials that may be classified as hazardous waste are detected on the barge unloader Facility then MnDOT must immediately notify NSP and such notification must be documented in writing. NSP will be allowed the option to approve of the disposal of such hazardous waste or dispose of such hazardous wastes at its own selected disposal site.
4. Transformers. Electrical transformers located on the barge unloader Facility will be removed and disposed of by NSP, approximately 3 months prior to the use of the Barge Unloader Facility as a staging area

5 Access.

5.1. The majority of work associated with either the Barge Staging Area or the removal of the Barge Unloader Facility shall be conducted from the river. NSP will allow temporary access to and from the Barge Unloader Facility and work areas to MnDOT and its contractor at no cost to MnDOT. A potential temporary access is located adjacent to the northern property line of NSP on an existing gravel road (Emergency Vehicle Access Road). Access to this area is only allowed from the Emergency Vehicle Access Road via the entrance off of TH 95 at the Wastewater Treatment Plant.

5.2. The parties agree to coordinate for use and maintenance of the temporary access.

6. Permit. NSP will issue a temporary occupancy permit at no cost to MnDOT or MnDOT's Contractor to conduct the barge staging and barge unloader Facility removal and associated work. MnDOT and MnDOT's Contractor will be responsible, at its expense, for securing from any other organizations or agencies including but not limited to the Minnesota Department of Natural Resources, U. S. Army Corp of Engineers, U. S. Fish and Wildlife Service, any other permits that may be required to conduct the barge unloader Facility removal and associated work.

7. Nesting Site. NSP will relocate the Osprey nesting site presently located on the barge unloader Facility. NSP will also relocate the camera and its associated equipment.

8. Timing. MnDOT and its Contractor will determine the appropriate timeframe for the Staging Work and Facility's Removal and will coordinate these schedules and removal activities with NSP. The Staging Work and Removal Work, once started, shall occur in a timely manner and shall in no way interfere with the operation of the King plant; in the event of any conflicts the King plant operations shall have priority. The Staging Work will correspond with the construction timeframe of the new river crossing bridge. The Barge Unloader Removal work shall be completed within 12 months following the opening of the new river crossing bridge.

9. Security. MnDOT recognizes the need for NSP to maintain security in and around their operation. Following the Staging Work and removal of the Barge Unloader Facility, MnDOT will assure that a lockable gate is placed on this emergency vehicle access road and that NSP will receive keys or any other means necessary to open the gate. MnDOT and NSP will review and evaluate the need for a security guard patrol during the timing of this MOU. The review and evaluation will occur no less than 60 days prior to the Staging Work.

10. Boat Ramp. The St. Croix River Crossing Project is currently not planning for the construction of a boat ramp adjacent to the King Plant. A Boat Ramp location study, environmental study, and wetland mitigation is anticipated to be performed by Mn/DNR prior to any boat ramp construction within the riverway.

11. Emergency Vehicles. Emergency vehicle access to the King plant will be provided during the Staging Work and removal of the Barge Unloader Facility. The present route uses the gravel road south of the treatment plant to enter the King Plant. MnDOT will continue to provide a similar emergency vehicle roadway. Following the Staging Work and removal of the Barge Unloader Facility, MnDOT will assure that a lockable gate is placed on this emergency vehicle access road and that NSP will receive keys or any other means necessary to open the gate. NSP will continue to be responsible for the snow removal from the emergency vehicle access.

12. It is the understanding of both MnDOT and NSP that there will be no financial compensation by either party for the work and tasks described in this MOU.
13. If the St Croix River Crossing project is not constructed, the barge staging area and removal of the Facility will not be conducted and the barge unloader Facility will be left in place.
14. Responsibility of MnDOT and its Contractor. MnDOT will incorporate its "Standard Specifications For Construction" into its contract with its Contractor, including, without limitation, specification 1712 "Protection and Restoration of Property". All property of MnDOT, its contractors, employees, or agents upon or within NSP's premises shall at all times be there at their own risk. MnDOT , will be responsible for its own acts and omissions to the extent provided by Minnesota Statutes section 3.736 and other applicable law. All property of MnDOT, its contractors, employees or agents upon or within NSP's premises shall at all times be there at MnDOT's own risk. MnDOT will require its contractor to obtain Worker's Compensation insurance and Liability insurance in a minimum amount of \$5,000,000, specifically covering work to be performed on or about NSP's premises, and naming NSP as an additional insured with respect to such work. The following insurance coverages will be required:

- Bodily Injury Liability

- Property Damage Liability

- Physical Damage to Property

The insurances shall be in full force and effect before any work is performed on NSP's Right of Way, including hauling of materials. The insurance shall not be canceled by the Contractor until the work for which it is required has been completed and accepted. If MnDOT or its contractors have or obtain insurance for this MOU, MnDOT or its contractor shall grant NSP a waiver of subrogation by its insurance company for any loss or damage to MnDOT's or its contractor's property.

- 15 This Memorandum of Understanding ("MOU") is not a binding agreement and that any binding obligations of the parties to this MOU will be made pursuant to written, and properly executed and approved agreements (s). This MOU merely depicts a proposed plan of action for the mutual convenience of the parties.

I concur with this Memorandum of Understanding

Northern States Power Company,  
d/b/a/ Xcel Energy

By: Mark Fritsch  
Mark Fritsch  
Director - Allen S. King Plant

Date: 9-28-2005

Minnesota Department of Transportation

By: Patrick Hughes  
Patrick Hughes  
Metro Division Engineer

Date: 10/11/05

Attachments: Preferred Alternative Layout  
Current Project Schedule

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE WISCONSIN DEPARTMENT OF TRANSPORTATION  
AND  
EDWARD T. JOHNSTON**

This Memorandum of Understanding is to serve as an preliminary agreement between the Wisconsin Department of Transportation (WISDOT) and Edward T. Johnston (OWNER) in regards to the possible removal of the Buckhorn sign located on the OWNER's property located in Sections 27 and/or 34, Town 30 North, Range 20 West, Town of St. Joseph, St. Croix County, Wisconsin.

The following stipulations are agreed to in general and shall be negotiated as specific items in a Construction Permit to be executed between the WISDOT and the OWNER:

This work will include removal of the individual Buckhorn sign letters, all supporting foundations, and all electrical connections serving only the sign.

WISDOT will determine the appropriate timeframe for the Buckhorn sign removal and will coordinate these schedules and removal activities with the OWNER. The removal work, once started, shall occur in a timely manner.

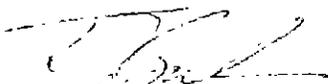
The OWNER will allow temporary access to and from the OWNER's property to WISDOT and its contractor at no cost.

WISDOT will restore all disturbed areas on the OWNER's property to conditions agreeable to the OWNER which shall include restoring the ground to its original contours, replacing topsoil seeding, fertilizing and mulching all areas disturbed by the Buckhorn sign removal activities.

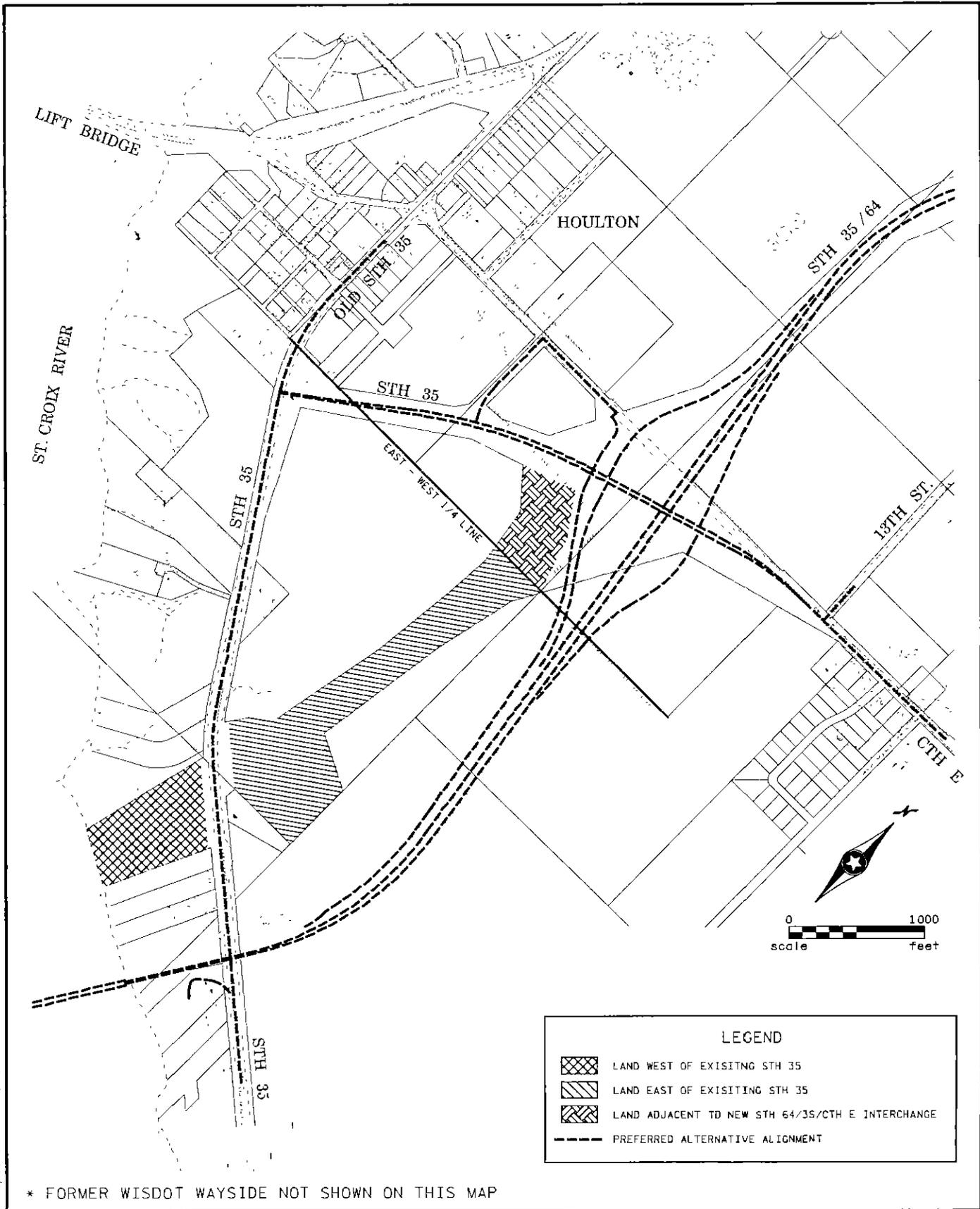
WISDOT and its contractor will be responsible, at no expense to the OWNER, for securing from any other organizations or agencies, including, but not limited to, the Wisconsin Department of Natural Resources any permits that may be required to conduct the Buckhorn sign removal and associated work.

It is the understanding of both WISDOT and the OWNER that there will be no financial compensation by either party for the work and tasks described in this Memorandum of Understanding.

If the St. Croix River Crossing project is not constructed, removal of the Buckhorn sign will not be done and it will be left in place.

  
\_\_\_\_\_  
Thomas J Beekman, P.E.      12-5-05  
Date  
Wisconsin Department of Transportation

  
\_\_\_\_\_  
Edward T. Johnston      12-1-05  
Date  
Property Owner



# WISDOT Excess Right-of-Way Layout

St. Croix River Crossing Project

Riverway Memorandum of Understanding



## Minnesota Pollution Control Agency

Duluth Office | 525 Lake Avenue South | Suite 400 | Duluth, MN 55802 | 218-723-4660

800-657-3864 | 651-282-5332 TTY | [www.pca.state.mn.us](http://www.pca.state.mn.us) | Equal Opportunity Employer

August 20, 2012

Mr. Bernard J. Arseneau, Deputy Commissioner of Transportation  
Minnesota Department of Transportation  
395 John Ireland Boulevard 120  
St Paul, MN 55155-1899

Mr. Doug Muyres, President  
Knife River Materials  
4101 Bemidji Avenue North  
Bemidji, MN 56601

RE: Executed Stipulation Agreement - MnDOT SP 3604-69 Reconstruct 18.5 Miles of Trunk Highway 11, Birchdale, Minnesota NPDES/SDS Construction Stormwater Permit No. C00030143

Dear Messrs Arseneau and Muyres:

Enclosed is your signed copy of the executed Stipulation Agreement (Agreement) that was signed by the Minnesota Pollution Control Agency (MPCA) Commissioner.

The date upon which the Agreement was executed by the Commissioner or his designee is the effective date of the Agreement.

The Minnesota Department of Transportation and Northstar Materials, Inc. doing business as Knife River Materials; (collectively referred to as the Regulated Party) is reminded that the \$235,170 civil penalty is due, postmarked on or before September 17, 2012. Payment should be made by a certified check, made payable to the "Minnesota Pollution Control Agency" and sent to the attention of: Fiscal Services – 6<sup>th</sup> Floor, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194.

As indicated in the Agreement, all communications between the Regulated Party and the MPCA concerning the terms and conditions of the Agreement shall be directed to the MPCA Case Contact, James Dexter, at 218-302-6632.

Thank you for your cooperation in this matter.

JD:rrs

Enclosures

cc: Jeremy Hadrava, MnDOT District 2  
Nancy Quattlebaum Burke, Gray Plant Mooty  
Leah Hedman, Attorney General's Office  
Patrick Whiting, Attorney General's Office  
Betsy Parker, Attorney General's Office  
Dan Card, MPCA  
Lisa Woog, MPCA  
Enforcement Data Coordinator –Database Tracking Nos. 12814 (Owner) and 12815 (Operator)  
Anne Moore, MPCA PIO  
MNDOT/Knife River Materials, Inc. File

STATE OF MINNESOTA  
MINNESOTA POLLUTION CONTROL AGENCY

**IN THE MATTER OF: Minnesota Department of Transportation  
Northstar Materials, Inc.  
dba Knife River Materials**

**STIPULATION AGREEMENT**

**Part 1. PARTIES.** This Stipulation Agreement (“Agreement”) applies to and is binding upon the following parties:

- a. Minnesota Department of Transportation (“Mn/DOT”);
- b. Northstar Materials, Inc. doing business as Knife River Materials (“Northstar”); and
- c. The Minnesota Pollution Control Agency (“MPCA”), which is authorized to enter into this Agreement under Minn. Stat. chs. 115 and 116.

Unless specified otherwise in this Agreement, where this Agreement identifies actions to be taken by the MPCA, the Commissioner or the Commissioner’s designees shall act on the MPCA’s behalf. If there is more than one Regulated Party, the term “Regulated Party” applies to both Regulated Parties, unless the Agreement refers specifically to one Regulated Party by name.

**Part 2. PURPOSE AND SCOPE OF STIPULATION AGREEMENT.** The purpose of this Agreement is to resolve the alleged violations set out in Part 4 of this Agreement by specifying actions the Regulated Party agrees to undertake. By entering into this Agreement, the Regulated Party is settling a disputed matter between itself and the MPCA and does not admit that the alleged violations set out in Part 4 of this Agreement occurred. However, the Regulated Party agrees that the MPCA may rely upon the alleged violations set out in Part 4 solely as provided in Part 9 of this Agreement. Except for the sole purposes of implementing and enforcing this Agreement, nothing in this Agreement constitutes an admission by any Party, or creates rights, substantive or procedural, that can be asserted or enforced with respect to any claim of or legal action brought by a person who is not a party to this Agreement. All citations are to the latest codification of the cited material unless otherwise indicated.

**Part 3. BACKGROUND.** The following is the background of this Agreement:

- a. Mn/DOT is an agency of the State of Minnesota responsible for operation and maintenance of the public transportation infrastructure owned by the State of Minnesota. Mn/DOT is the owner of the Trunk Highway #11 project (“Site”) located in northern Koochiching County, Minnesota.
- b. Northstar Materials, Inc. is a Minnesota corporation whose principal place of business is located at 4101 Bemidji Avenue North, Bemidji, Minnesota. Northstar is a construction contractor that is involved primarily in aggregate production, delivery and placement. Northstar is one of a number of

companies that do business as Knife River Materials. Northstar is the general contractor on the Trunk Highway #11 project.

c. The total length of the Site is 18.469 miles. The alignment of the Site runs parallel to and generally within one mile of the Rainy River, which is ultimately the receiving water for the water bodies at the Site. No impaired or sensitive waters as defined by the MPCA's National Pollutant Discharge Elimination System/State Disposal System ("NPDES/SDS") Stormwater General Permit for Construction Activity # C00030143 ("Permit") are within the Site. Three named streams flow through the Site and approximately 70 unnamed drainages flow through the Site. The terrain within the Site is generally level with some gently rolling portions throughout. Creek crossings are commonly situated in incised valleys and, locally, fairly steep slopes are found at the creek crossings. Native soils within the Site are loamy to clayey. Land use in the vicinity of the Site is rural, consisting mainly of aspen/fir forest and agricultural fields. Wetlands are common along the Site.

d. In early 2010, Mn/DOT advertised bids for State Project ("S.P.") number 3604-69 for reconstruction of Trunk Highway # 11. The work for the project included shoulder widening, realignment, culvert and bridge installation, grading, base and bituminous surfacing and associated work along the portion of Trunk Highway #11 from approximately Frontier to Indus, Minnesota.

e. Coverage for the Regulated Party's construction activities under National Pollutant Discharge Elimination System/State Disposal System ("NPDES/SDS") Stormwater General Permit for Construction Activity # C00030143 ("Permit") started on June 17, 2010. Construction started on or about June 21, 2010.

f. On September 1, 2010, the MPCA received a complaint regarding alleged noncompliance with the NPDES/SDS Permit by the Regulated Party at the Site.

g. On October 7-8, 2010, the MPCA performed Site inspection #1.

h. On October 13, 2010, the MPCA performed an aerial flyover of the Site.

i. On October 20, 2010, the Regulated Party received copies of the inspection report from the October 7-8, 2010 inspection.

j. An Alleged Violations Letter ("AVL") dated November 10, 2010, was sent to the Regulated Party. The MPCA alleged the Regulated Party had committed nine violations including: 1) discharges to surface waters causing nuisance conditions; 2) a deficient Stormwater Pollution Prevention Plan ("SWPPP"); 3) failure to implement the SWPPP; 4) failure to phase the project; 5) failure to stabilize disturbed soils within 14 days; 6) failure to stabilize the normal wetted perimeter of ditches draining the Site; 7) failure to stabilize pipe outlets within 24 hours of connection to surface waters; 8) failure to

install perimeter sediment control Best Management Practices (“BMPs”) prior to conducting land disturbing activities; and 9) failure to provide inlet protection at storm drain inlets.

k. On November 19, 2010, Mn/DOT responded in writing to the AVL.

l. On November 22, 2010, Northstar responded in writing to the AVL.

m. On November 18-19, 2010, the MPCA performed Site inspection #2.

n. During December 2010 and January 2011, several communications regarding the status of the Site occurred between the MPCA and the Regulated Party.

o. On February 9, 2011, Northstar submitted to the MPCA a NPDES/SDS Permit Non-Compliance Resolution Action Plan.

p. On February 25, 2011, the MPCA sent a letter to the Regulated Party regarding the Non-Compliance Resolution Action Plan.

q. On March 3, 2011, the MPCA received a letter from Mn/DOT regarding the Non-Compliance Resolution Action Plan.

r. On March 7, 2011, the MPCA received a letter dated March 4, 2011, from Northstar regarding the Non-Compliance Resolution Action Plan.

s. On or about March 14, 2011, Northstar mobilized to the Site and, during the following week, installed inlet protection and energy dissipation at numerous culvert outlets. Approximately 20 inches of snow remained on the Site. Northstar also arranged for a consultant (Bonestroo, Inc.) to assist with NPDES/SDS Permit compliance at the Site and with additional training of Northstar’s employees.

t. On March 23, 2011, the MPCA received a revised SWPPP from Northstar with a Corrective Action Plan Design prepared by Bonestroo.

u. On April 25, 2011, the MPCA performed Site Inspection #3.

v. On April 27, 2011, the MPCA issued an inspection report to the Regulated Party. The MPCA alleged it observed the following conditions during this inspection: 1) portions of approximately 20-30 ditch bottoms throughout the Site were not stabilized as required, runoff had eroded and downcut many of these ditches, and runoff was not contained within some of the previously riprap lined ditches; 2) approximately 150 linear feet of perimeter control was absent downgradient of disturbed soils adjacent to Burton Creek, and approximately 600 linear feet of perimeter control was missing downgradient of disturbed soils adjacent to wetlands on the south side of TH11 approximately one mile West of Burton Creek; 3) silt fence maintenance was needed at a few locations adjacent to centerline culverts; and 4) sediment deltas remained in the unnamed creeks at Stations 1224+50, 1231+30, 1251+50 and Bear River.

w. On May 6, 2011, the MPCA received a report from Bonestroo on behalf of Northstar documenting the corrective actions taken in response to MPCA's inspection report.

x. On May 10, 2011, the MPCA met with representatives of the Regulated Party to discuss this matter.

y. On June 24, 2011, the MPCA performed Site Inspection #4.

z. On June 27, 2011, the MPCA issued an inspection report to the Regulated Party. The MPCA alleges it observed recoverable sediment deltas at the Bear River plunge pool and at Stations 1240+00 and 1224+50.

aa. On August 7, 2011, the MPCA received notification and documentation from Bonestroo that all of the sediment had been removed from the last five locations where sediment removal was alleged to be required.

bb. On August 11, 2011, the MPCA performed Site Inspection #5.

cc. On August 15, 2011, the MPCA issued an inspection report to the Regulated Party indicating that all corrective actions identified during the June 24, 2011, inspection had been completed. However, the MPCA alleged new corrective actions were required during this inspection. MPCA alleged that the inslope near Station 1224+50 needed repair and an area near Station 1231+50 needed repair. MPCA also alleged that the ditch bottom at Station 1251+50 had developed a head cut and needed to be repaired. Finally, MPCA alleged that the perimeter silt fence needed to be maintained at several creek crossings.

dd. Between September 12 and 14, 2011, the Regulated Party performed all of the corrective actions identified in the August 11, 2011, inspection report.

ee. On November 2, 2011, The MPCA received a Notice of Termination from the Regulated Party for the permit.

ff. On November 3, 2011, NPDES/SDS permit coverage for the Site was terminated.

**Part 4. ALLEGED VIOLATIONS.** The MPCA alleges that the Regulated Party has violated the following requirements of statute, rule, and/or permit condition:

**1. Minn. R. 7050.0210 General Standards for Waters of the State.**

Subp. 2. **Nuisance conditions.** No sewage, industrial waste, or other wastes shall be discharged from either point or nonpoint sources into any waters of the state so as to cause any nuisance conditions, such as the presence of significant amounts of floating solids, scum, visible oil film, excessive suspended solids, material discoloration, obnoxious odors, gas ebullition, deleterious sludge deposits, undesirable slimes or fungus growths, aquatic habitat degradation, excessive growths of aquatic plants, or other offensive or harmful effects.

On October 7 and 8, 2010, the MPCA inspected the S.P. 3604-69 Trunk Highway 11 reconstruction project ("Site") and observed and documented the presence of sediment from the Regulated Party's construction activity in surface waters intersected by the Site, including:

Location:

- Sta. 1224+50 unnamed creek (GPS #43)
- Sta. 1231+30 unnamed creek (GPS #44)
- Sta. 1251+50 unnamed creek (GPS #47)
- Sta. 1301+00 Bear River (GPS #52)
- Sta. 1721+00 Burton Creek (GPS #73)

The Regulated Party caused nuisance conditions to waters of the state including aquatic habitat degradation and other offensive or harmful effects by discharging sediment to waters of the state.

2. violation removed after first negotiation (violation number retained for clarity)
3. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. A., Construction Activity Requirements, Stormwater Pollution Prevention Plan.**

The **Permittee(s)** must implement the **SWPPP** and the requirements of this part. The **BMPs** identified in the **SWPPP** and in this permit must be selected, installed, and maintained in an appropriate and functional manner that is in accordance with relevant manufacturer specifications and accepted engineering practices.

On October 7 and 8, 2010, the MPCA inspected the Site and observed and documented that the Regulated Party had failed to implement the following BMPs identified in the SWPPP:

- Install ditch checks as specified in the SWPPP plan sheets along the entire Site corridor – more than 100 locations.
- Install perimeter sediment control BMPs – 5,100 linear feet plus an additional 1,000 linear feet -- where disturbed slopes drain to surface waters at multiple creek crossings.
- Stabilize normal wetted perimeter – approximately 100 locations.
- Install energy dissipation measures at culverts – approximately 50 locations.

4. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. B. 1., Construction Activity Requirements, Erosion Prevention Practices, provides in relevant part:**

The **Permittee(s)** must plan for and implement appropriate construction phasing, vegetative buffer strips, horizontal slope grading, and other construction practices that minimize erosion, so that the inspection and maintenance requirements of Part IV.E. are complied with. The location of areas not to be disturbed must be delineated (e.g. with flags, stakes, signs, silt fence etc.) on the development site before work begins.

On October 7 and 8, 2010, the MPCA inspected the Site and observed disturbed soils along the entire 18.5-mile length of the Site. No project phasing had occurred and there were long portions of the Site where no construction activity was occurring, or had recently occurred. The Regulated Party failed to

plan for and implement construction phasing throughout the Site. The Regulated Party's failure to phase the project contributed to the discharge of sediment to waters of the state.

5. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. B. 3., Construction Activity Requirements, Erosion Prevention Practices,** provides in relevant part:

The **normal wetted perimeter** of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be **stabilized** within 200 lineal feet from the property edge, or from the point of discharge into any **surface water**. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a **surface water**. Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a **surface water** and construction in that portion of the ditch has temporarily or permanently ceased.

On October 7 and 8, 2010, the MPCA inspected the Site and observed and documented that the normal wetted perimeter of approximately 100 ditches were not stabilized within 200 lineal feet from the point of discharge into a surface water. No work was being done in these areas, nor was there evidence that any work had been done in these areas within the previous 24 hours. The Regulated Party failed to stabilize the normal wetted perimeter of approximately 100 ditches draining water from disturbed portions of the Site within 24 hours of connection to the surface water.

6. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. B. 4., Construction Activity Requirements, Erosion Prevention Practices,** provides in relevant part:

Pipe outlets must be provided with temporary or permanent **energy dissipation** within 24 hours after connection to a **surface water**.

On October 7 and 8, 2010, the MPCA inspected the Site and observed that pipe outlets at approximately 50 locations were connected to a surface water but that temporary or permanent energy dissipation was not present. No work was being done in these areas, nor was there evidence that any work had been done in these areas within the previous 24 hours. The Regulated Party failed to provide temporary or permanent energy dissipation on pipe outlets at approximately 50 locations within 24 hours of connection to a surface water.

7. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. C. 2., Construction Activity Requirements, Sediment Control Practices,** provides in relevant part:

**Sediment control** practices must be established on all down gradient perimeters before any upgradient land disturbing activities begin. These practices shall remain in place until **Final Stabilization** has been established in accordance with Part IV.G.

On October 7 and 8, 2010, the MPCA inspected the Site and observed and documented that upgradient land disturbing activities had begun and sediment control practices were absent at the following

downgradient perimeter locations on the Site: 5,100 linear feet where disturbed slopes with positive slope drained to wetlands at scattered locations along the Site, generally east of the City of Birchdale. In addition, an additional 1,000 lineal feet of perimeter sediment control practices were missing where disturbed slopes drain to surface waters at multiple creek crossings.

8. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001)**  
**Part IV. C. 4., Construction Activity Requirements, Sediment Control Practices,** provides in relevant part:

All storm drain inlets must be protected by appropriate **BMPs** during construction until all sources with potential for discharging to the inlet have been **stabilized**. . . .

On October 7 and 8, 2010, the MPCA inspected the Site and observed and documented storm drain inlets with no inlet protection downgradient of unstabilized soils at the following locations on the Site: approximately 100 culverts downgradient of disturbed soils along the entire project corridor.

9. **NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001)**  
**Part IV. 4. c., Construction Activity Requirements, Inspections and Maintenance.**

**Surface waters**, including drainage ditches and conveyance systems, must be inspected for evidence of erosion and sediment deposition. The **Permittee** must remove all deltas and sediment deposited in **surface waters**, including drainage ways, catch basins, and other drainage systems, and restabilize the areas where sediment removal results in exposed soil. The removal and stabilization must take place within seven (7) days of discovery unless precluded by legal, regulatory, or physical access constraints. The **Permittee** shall use all reasonable efforts to obtain access. If precluded, removal and stabilization must take place within seven (7) calendar days of obtaining access. The **Permittee** is responsible for contacting all local, regional, state and federal authorities and receiving any applicable permits, prior to conducting any work.

On October 7 and 8, 2010, the MPCA inspected the Site and observed and documented the presence of sediment that had been deposited in Bear River as a result of the Regulated Party's construction activities. On October 22, 2010, the MPCA notified the Regulated Party of the discharge and deposition of sediment in an inspection report from the October 7 and 8, 2010, inspection. On November 18, 2010, the MPCA re-inspected the Site and observed and documented that the sediment deposited in Bear River had not been removed. The Regulated Party failed to remove the sediment deposited in Bear River within seven calendar days in spite of notice from the MPCA identifying the non-compliant condition.

**Part 5. CIVIL PENALTY.**

The Regulated Party agrees to pay a total penalty of Two Hundred Thirty Five Thousand One Hundred Seventy Dollars (\$235,170) to the MPCA as a civil penalty for the violations alleged in Part 4 within 30 days after the effective date of this Agreement. Payment of the penalty amount of Two Hundred Thirty Five Thousand One Hundred Seventy Dollars (\$235,170) is to be by check or money order payable to the Minnesota Pollution Control Agency.

The check must be mailed to: Enforcement Penalty Coordinator, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194; or to make an Electronic Payment, contact Carl Agerbeck, MPCA Fiscal Services, at 651-757-2182.

If the Regulated Party fails to make the required payment within 45 days after the Effective Date of this Agreement, the Regulated Party agrees to pay a late payment charge in an amount equal to 10 percent of the unpaid civil penalty. Sixty days after the Effective Date of this Agreement, the Regulated Party agrees to pay an additional late charge in an amount equal to 20 percent of the unpaid civil penalty. If the payment, including late charges, is not received by the MPCA within 60 days after the Effective Date of this Agreement, the MPCA may immediately exercise any and all administrative and judicial remedies available to it to collect the amount due. The Regulated Party agrees to pay and shall also be indebted to the MPCA for its attorneys' fees and cost incurred by the MPCA in connection with its collection of the amounts owed pursuant to this Agreement.

**Part 6. REGULATED PARTY REQUIREMENTS.** The Regulated Party agrees to the following requirements:

a. On or before August 1, 2011, the Regulated Party shall document to the MPCA that it has removed all sediment allegedly discharged from the Site to all surface waters and cleaned all culverts of accumulated sediment (except those culverts where the MPCA and the United States Army Corps of Engineers approved the installation of bonded fiber matrix on the rip rap).

**. . . THIS REQUIREMENT HAS BEEN COMPLETED.**

b. Within ten days of the Effective Date of this Agreement, the Regulated Party shall document to the MPCA that it has installed inlet protection at all culvert inlets at the Site.

**. . . THIS REQUIREMENT HAS BEEN COMPLETED.**

**Part 6A. REGULATED PARTY STATEMENT.** The Regulated Party has provided the following statement and MPCA takes no position on this statement. The Regulated Party denies the allegations of violations in Part 4 above, but to amicably resolve the controversy of these alleged violations, agrees to initiate and complete the requirements of this Agreement.

**Part 7. PENALTIES FOR VIOLATIONS OF THIS AGREEMENT.**

a. If the Regulated Party fails to comply with requirements of Part 6 of this Agreement, the Regulated Party shall pay to the MPCA a penalty in the amount of \$500.00 per requirement for each day of failure.

b. Penalties for failure to comply with requirements of Part 6 of this Agreement shall accrue from the date the Regulated Party was to have fulfilled the requirement until the Regulated Party fulfills the requirement. Penalties shall not accrue while the MPCA considers a timely extension request under

Part 12 or during dispute resolution under Part 10, unless the MPCA determines that the Regulated Party filed the request or initiated dispute resolution solely for purposes of delay. If the Regulated Party does not pursue dispute resolution under Part 12 for denial of a timely extension request, penalties shall accrue from the date the extension request is denied by the MPCA Case Contact. If the Regulated Party pursues dispute resolution for denial of an extension request and does not file a timely challenge in a court of competent jurisdiction as provided by Part 10, penalties shall accrue from the date of a Commissioner's dispute resolution decision against the Regulated Party until the Regulated Party fulfills the requirement that is the subject of the extension request.

c. The Regulated Party shall pay a penalty under this Part within 30 days after receiving written notice from the MPCA that the penalty is due, unless the Regulated Party has challenged the factual basis of a penalty asserted under this Part under the dispute resolution provision of Part 10, in which case the penalty, if still applicable, shall be due with 30 days of final resolution of the dispute under Part 10. The written notice shall specify the provision of the Agreement that the Regulated Party has not fulfilled and indicate the date penalties began to accrue. If the Regulated Party fails to make timely payment, the Regulated Party agrees to pay a late payment charge, in addition to the stipulated penalty, to be assessed as follows:

Forty-five days after receipt of written notice, the Regulated Party shall be obligated to pay a late charge in an amount equal to 10 percent of the unpaid stipulated penalty. Sixty days after receipt of written notice, the Regulated Party shall be obligated to pay an additional late charge in an amount equal to 20 percent of the unpaid stipulated penalty.

d. In dispute resolution before the Commissioner under Part 10, the Regulated Party can contest the factual basis for the MPCA's determination that the Regulated Party has not fulfilled a requirement of this Agreement covered by this Part. However, the Regulated Party waives its right to challenge, on legal grounds, the requirement that it pay penalties under this Part.

e. The Regulated Party shall not be liable for payment of penalties for failure to comply with requirements of Part 6 of this Agreement covered by this Part if it has submitted to the MPCA a timely request for an extension of schedule under Part 12 and the MPCA has granted the request. The MPCA's grant of an extension of schedule waives the payment of penalties covered by this Part only with respect to the requirement(s) for which the MPCA granted an extension of schedule and only for the time period specified by the MPCA in the grant of an extension. An extension of schedule for one requirement of Part 6 does not extend the schedule for any other requirement of Part 6.

f. Any requirement of this Agreement may be enforced as provided in Minn. Stat. § 115.071. Payment of a stipulated penalty does not relieve the Regulated Party of its obligation to fulfill and

complete requirements under the Agreement and to otherwise comply with the terms and conditions of the Agreement.

**Part 8. COVENANT NOT TO SUE AND RESERVATION OF REMEDIES.** With respect to the Regulated Party, the MPCA agrees not to exercise any administrative, legal or equitable remedies available to the MPCA to address the violations alleged and described in Part 4 as long as the Regulated Party performs according to and has complied with the terms and conditions contained in this Agreement.

The MPCA reserves the right to enforce this Agreement or take any action authorized by law, if the Regulated Party fails to comply with the terms and conditions of this Agreement. Further, the MPCA reserves the right to seek to enjoin violations of this Agreement and to exercise its emergency powers pursuant to Minn. Stat. § 116.11 in the event conditions or the Regulated Party's conduct warrant such action. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights. The MPCA reserves the right to pursue recovery for Natural Resources Damages pursuant to Minn. Stat. § 115.071, Minn. Stat. § 115B.08, or other laws. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights.

The Regulated Party agrees to waive all claims it may now have, as of the effective date of this Agreement, under Minn. Stat. § 15.472, for fees and expenses arising out of matters leading up to and addressed in this Agreement.

**Part 9. REPEAT VIOLATIONS.** Federal and state environmental programs establish harsher penalties for violations of environmental laws or rules that constitute repeat violations. In a proceeding to resolve alleged violations by the Regulated Party, if any, occurring after the date of the alleged violations set out in Part 4 of this Agreement, the Regulated Party may argue about the extent to which the violations alleged in Part 4 of this Agreement should affect the penalty amount for the later violations, but waives the right: (1) to contend that the violations alleged in Part 4 of this Agreement did not occur as alleged; and (2) to require the MPCA to prove the violations alleged in Part 4 of this Agreement.

**Part 10. RESOLUTION OF DISPUTES.** The parties to this Agreement shall resolve disputes that arise as to any part of the Agreement as follows:

a. Any party, acting through its Case Contact (as named in Part 13 below), may initiate dispute resolution by providing to the Case Contact of the other parties an initial written statement setting forth the matter in dispute, the position of the party, and the information the party is relying upon to support its position.

The other parties, acting through their Case Contacts, shall provide a written statement of their positions and supporting information to the Case Contact of the initiating party within 14 calendar days after receipt of the initial written statement.

b. If the parties, acting through their Case Contacts, do not reach a resolution of the dispute and reduce such resolution to writing in a form agreed upon by the parties within 21 calendar days after the initiating party receives the statement of position from the responding parties, the Commissioner shall issue a written decision resolving the dispute. The written decision may address stipulated penalties assessed pursuant to Part 7. The Commissioner's decision shall be considered a final decision of the MPCA for purposes of judicial review.

c. The Commissioner's decision shall become an integral and enforceable part of this Agreement unless the Regulated Party timely challenges the decision in a court of competent jurisdiction. Failure to timely challenge means the Regulated Party agrees to comply with the MPCA Commissioner's decision on the matter in dispute and to pay any penalties that accrue pursuant to Part 7 for failure to fulfill requirements of this Agreement that are the subject of the dispute resolution. Further, if the Commissioner's decision assesses penalties pursuant to Part 7 of this Agreement, the Regulated Party agrees to and shall pay the amount of penalty determined by the Commissioner within 60 days after receiving the Commissioner's decision.

d. Throughout any dispute resolution, the Regulated Party shall comply with all portions of the Agreement that the MPCA reasonably determines are not in dispute.

**Part 11. VENUE.** Actions brought by the MPCA to enforce requirements and terms of this Agreement shall be venued in Ramsey County District Court.

**Part 12. EXTENSION OF SCHEDULES.** If the Regulated Party wants an extension of a deadline included in any schedule under this Agreement, including schedules established by approved submittals, the Regulated Party must request the extension in writing at least ten days before the scheduled deadline, or as soon as possible before that date if the reason for the extension request arises less than ten days before the deadline.

Each deadline extension request shall separately specify the reason why the extension is needed. No requested extension shall be effective until approved in writing by the MPCA, acting through the MPCA Case Contact or the Commissioner.

The MPCA shall grant an extension only for the period of time the MPCA determines is reasonable under the circumstances. The written approval or grant of an extension request shall be considered an enforceable part of the Agreement.

The Regulated Party has the burden of demonstrating to the satisfaction of the MPCA that the request for the extension is timely, and that good cause exists for granting the extension. Good cause can include, but is not limited to, the following:

- a. Circumstances beyond the reasonable control of the Regulated Party; and
- b. Delays caused by the MPCA in reviewing timely submittals required by this Agreement, submitted by the Regulated Party in complete and approvable form, which make it not feasible for the Regulated Party to meet the required schedules.

Good cause does not include unanticipated costs, increases in the cost of control equipment, or delays in MPCA review of submittals when the submittals are not in complete and approvable form.

The Regulated Party may challenge a decision by the MPCA to deny a request for an extension under Part 12.

**Part 13. CASE CONTACT.** The MPCA and the Regulated Party shall each designate a Case Contact for the purpose of overseeing the implementation of this Agreement. The MPCA Case Contact is James Dexter. The address and telephone number of the MPCA's Case Contact is: 525 Lake Avenue South, Suite 400, Duluth, MN, 55802 and telephone number of 218-302-6632. Mn/DOT's Case Contact is Jeremy Hadrava. The address and telephone number of the Mn/DOT's Case Contact is: Mn/DOT District 2, 3920 Highway 2 West, Bemidji, MN, 56601, and telephone number of 218-755-6579. Northstar's Case Contact is Doug Muyres. The address and telephone number of the Regulated Party's Case Contact is: P.O. Box 40, 4101 Bemidji Avenue North, Bemidji, MN, 56601 and telephone number of 218-751-5413. Any party may change its designated Case Contact by notifying the other parties in writing, within five days of the change. To the extent possible, communications between the Regulated Party and the MPCA concerning the terms and conditions of this Agreement shall be directed through the Case Contacts.

**Part 14. APPLICABLE LAWS AND PERMITS.** This Agreement does not relieve the Regulated Party of the duty to comply with the requirements of all applicable federal, state and local laws and regulations, including without limitation in the Regulated Party's undertaking actions to comply with this Agreement. Except when the MPCA has specifically authorized a different compliance method in Part 6, the Regulated Party must also comply with all applicable permits, orders, stipulation agreements and schedules of compliance. Nothing in this Agreement exempts or relieves the Regulated Party of its obligation to comply with local governmental requirements.

**Part 15. OTHER CLAIMS.** Nothing herein shall release the Regulated Party from any claims, causes of action or demands in law or equity by any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating to the release of any pollutant or contaminant from its operations or from a facility. Neither the Regulated Party nor the MPCA shall be

held as a party to any contract entered into by the other party to implement the requirements of this Agreement.

**Part 16. HOLD HARMLESS AGREEMENT--NORTHSTAR.** As between Northstar and the MPCA, Northstar agrees to indemnify, save and hold the MPCA, the MPCA's agents, and the MPCA's employees harmless from any and all claims or causes of action arising from or on account of any acts or omissions by Northstar, or those of Northstar's officers, employees, agents, or contractors in implementing the activities conducted pursuant to this Agreement; provided, however, that Northstar shall not indemnify the MPCA or save or hold the MPCA's employees and agents harmless from any claims or causes of action arising out of the acts or omissions of the MPCA, or the MPCA's employees and agents.

When Northstar is required to hold the MPCA harmless, the MPCA shall give Northstar notice of any claim or cause of action subject to this Part and Northstar has the right to participate in the defense against any claim or cause of action. No settlement shall be effective against Northstar unless it agrees to the settlement. Nothing herein waives or modifies the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.732, *et seq.*, and other applicable law.

**Part 16a. LIABILITIES – Mn/DOT.** As between Mn/DOT and the MPCA, each party agrees that it 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 the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.732, *et seq.*, and other applicable law.

**Part 17. SUCCESSORS, AGENTS AND CONTRACTORS.** This Agreement shall be binding upon the Regulated Party and its successors and assigns and upon the MPCA, its successors and assigns. If Mn/DOT sells or otherwise conveys or assigns any of its right, title, or interest in the Site, the conveyance shall not release Mn/DOT from any obligation imposed by this Agreement, unless the party to whom the right, title or interest has been transferred or assigned agrees in writing to fulfill the obligations of this Agreement and the MPCA approves the transfer or assignment. Mn/DOT shall ensure that its agents and contractors comply with the terms and conditions of this Agreement.

**Part 18. AMENDMENTS.** Except with respect to extensions of schedules granted under Part 12 and approved submittals under Part 6, this Agreement may be amended only by written agreement between the parties.

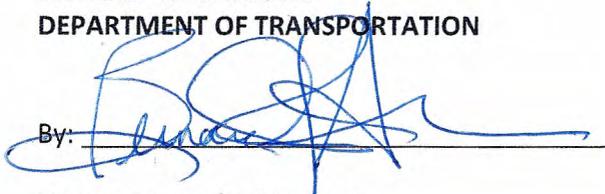
**Part 19. EFFECTIVE DATE.** This Agreement shall be effective on the date it is signed by the MPCA.

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**Part 20. TERMINATION.** The provisions of this Agreement shall be deemed satisfied and terminated when the Regulated Party receives written notice from the MPCA that the Regulated Party has demonstrated, to the reasonable satisfaction of the MPCA, that all terms of the Agreement have been completed. Termination of this Agreement does not release the Regulated Party from any duty to comply with any statutes, rules or permit conditions, whether or not they are cited in this Agreement. The Regulated Party agrees that it shall retain all records related to this Agreement for three years following its termination. Termination of this Agreement does not release the Parties from any provisions intended to have future application, including without limitation Parts 8 (Covenant Not To Sue And Reservation Of Remedies), 9 (Repeat Violations), 16 (Hold Harmless Agreement-- Northstar), and 16a (Liabilities--Mn/DOT) which terms shall survive the termination of this Agreement.

**BY THEIR SIGNATURES BELOW, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT**

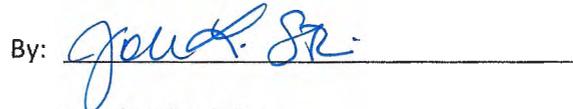
**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION**

By:   
Name: Bernard J. Arseneau

Title: Deputy Commissioner of Transportation

Date: 7-24-12

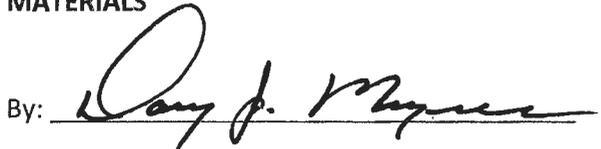
**STATE OF MINNESOTA  
POLLUTION CONTROL AGENCY**

By:   
Name: John Linc Stine

Title: Commissioner

Date: 8/16/12

**NORTHSTAR MATERIALS, INC. d/b/a KNIFE RIVER  
MATERIALS**

By:   
Name: Doug J. Muyres

Title: President

Date: 7/31/12



# Minnesota Pollution Control Agency

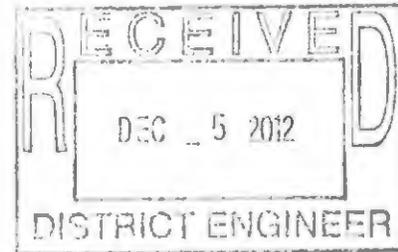
Brainerd Office | 7678 College Road | Suite 105 | Baxter, MN 56425 | 218-828-2492

800-657-3864 | 651-282-5332 TTY | [www.pca.state.mn.us](http://www.pca.state.mn.us) | Equal Opportunity Employer

December 4, 2012

Mr. Bernard J. Arseneau, Deputy Commissioner of Transportation  
Minnesota Department of Transportation  
District 6  
2900 48th Street Northwest  
Rochester, MN 55901

Mr. Larry Lunda, President  
Lunda Construction Company  
620 Gebhardt Road  
P.O. Box 669  
Black River Falls, WI 54615



RE: Executed Stipulation Agreement

Dear Mr. Arseneau and Mr. Lunda:

Enclosed is your signed copy of the executed Stipulation Agreement (Agreement) that was signed by the Minnesota Pollution Control Agency (MPCA) Commissioner or his designee.

The date upon which the Agreement was executed by the Commissioner or his designee is the effective date of the Agreement.

Minnesota Department of Transportation and Lunda Construction Company (Regulated Parties) are reminded that the \$7,500 civil penalty is due, within 30 days of the postmarked date of this Agreement. Payment should be made by a certified check, made payable to the "Minnesota Pollution Control Agency" and sent to the attention of: Fiscal Services – 6th Floor, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194.

As indicated in the Agreement, all communications between the Regulated Party and the MPCA concerning the terms and conditions of the Agreement shall be directed to the MPCA Case Contact, Lisa Woog, at 218-316-3891.

Thank you for your cooperation in this matter.

LW:dlp

Enclosure

cc: Joseph Maternowski, Hessian & McKasy, Minneapolis (w/enclosure)  
Leah Hedman, Attorney General's Office, St. Paul (w/enclosure)  
Dan Card, MPCA, St. Paul (w/enclosure)  
Lisa Woog, MPCA, Brainerd (w/enclosure)  
Enforcement Data Coordinator-Enforcement Database Tracking Owner: 12419, Contractor: 12420,  
St. Paul (w/enclosure)  
Stephen Mikkelson, MPCA, Brainerd (w/enclosure)  
File

i-enf-iii-14e • 9/24/12 • Doc Type: Stipulation Agreement

Settlement Offer Not Admissible in Court Proceedings Under Minn. R. Evid. 408

STATE OF MINNESOTA  
MINNESOTA POLLUTION CONTROL AGENCY

IN THE MATTER OF: Minnesota Department of Transportation  
Lunda Construction Company

STIPULATION AGREEMENT

**Part 1. PARTIES.** This Stipulation Agreement ("Agreement") applies to and is binding upon the following parties:

- a. Minnesota Department of Transportation ("Regulated Party" or "MNDOT"); and
- b. Lunda Construction Company ("Regulated Party" or "Lunda"); and
- c. The Minnesota Pollution Control Agency ("MPCA"), which is authorized to enter into this

Agreement under Minn. Stat. chs. 115 and 116.

Unless specified otherwise in this Agreement, where this Agreement identifies actions to be taken by the MPCA, the Commissioner or the Commissioner's designees shall act on the MPCA's behalf. If there is more than one Regulated Party, the term "Regulated Party" applies to both Regulated Parties, unless the Agreement refers specifically to one Regulated Party by name.

**Part 2. PURPOSE AND SCOPE OF STIPULATION AGREEMENT.** The purpose of this Agreement is to resolve the alleged violations set out in Part 4 of this Agreement by specifying actions the Regulated Party agrees to undertake. By entering into this Agreement, the Regulated Party is settling a disputed matter between itself and the MPCA and does not admit that the alleged violations set out in Part 4 of this Agreement occurred. However, the Regulated Party agrees that the MPCA may rely upon the alleged violations set out in Part 4 as provided in Part 9 of this Agreement. Except for the purposes of implementing and enforcing this Agreement, nothing in this Agreement constitutes an admission by any Party, or creates rights, substantive or procedural, that can be asserted or enforced with respect to any claim of or legal action brought by a person who is not a party to this Agreement.

All citations are to the latest codification of the cited material unless otherwise indicated.

**Part 3. BACKGROUND.** The following is the background of this Agreement:

1. Construction of the Bridges of Mower County project (Site) located in Mower County started in summer 2009. The project consisted of replacing two bridges over I-90 through Austin, Minnesota. One bridge crosses Turtle Creek and the second bridge crosses Dobbins Creek where it connects to East Side Lake.
2. MNDOT District 6 is the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) permit Owner for the project.

3. Lunda Construction Company is the NPDES/SDS permit Contractor for the project.
4. MPCA staff inspected the Site on June 23, 2010, and observed and documented ineffective and missing sediment and erosion control Best Management Practices (BMPs) and impacts to waters of the state, East Side Lake.
5. June 24, 2010, MPCA staff re-inspected the same ramp and pond area adjacent to East Side Lake to determine if the corrective actions were underway. Central Landscaping had pumped the sediment basin down to stop the discharge into East Side Lake and were in process of stabilizing the exposed soils up-gradient to the sediment basin.
6. June 24, 2010, MPCA staff sent the Regulated Party the June 23, 2010 inspection report and Letter of Warning (LOW) regarding the observed violations that had already been discussed with the consultants on the project, Boonestroo, WSB, and Lunda staff on the Site. A copy of the Regulated Parties SWPPP and inspection records were also requested in the LOW.
7. June 25, 2010, Lunda submitted a copy of the SWPPP, training documentation and inspection records.
8. June 28, 2010, Lunda submitted a response to the corrective actions in the inspection report, including photos of the corrective actions consisting of: ditch blanket stabilization, inlet protection in the pond, road shoulder blanket stabilization, ramp slope hydromulched, sod at East Side Lake, blanket stabilization at North Dobbins Creek slopes, silt fence at the ramp soil pile, temporary bridge at Turtle Creek cleaned and silt fence installed below the work at Turtle Creek. The response described all the BMPs completed at the Site. The response indicated that they did not plug the pond outlet to East Lake out of concern for flooding I-90 in heavy rain. The response stated they installed floating silt fence to contain the sediment discharge (which was still able to drain into the Lake) instead. The work was completed June 24 and 25, 2010.
9. July 1, 2010, MPCA staff emailed the June 24, 2010 inspection report to the Regulated Party.
10. July 27, 2010, MPCA issued an Alleged Violation Letter (AVL) to MNDOT and Lunda for violations observed during the June 23, 2010 inspection.
11. July 29, 2010, MPCA staff returned a phone call from Andi Moffatt, WSB, regarding the status of corrective actions at the Site. Ms. Moffatt stated they were pumping the pond with a floc sock and discharging into the grass. She also stated the hydromulch was no longer functional and the vegetation did not grow and they were considering what to do.
12. July 30, 2010 and August 3, 2010, a response to the AVL was received from Lunda. The response included photos and descriptions of corrective actions taken at the Site. The response stated that the temporary ponding area overflowed after a 1.5" rainfall event and the sediment was contained in the floating silt fence (in East Side Lake). The response stated they did not want to block the outlet in an effort to avoid flooding on I-90 after the heavy rain. The response stated they did block the outlet on July 29, 2010. The response included photos of BMPs installed at the Site.
13. August 4 & 6, 2010, Lunda Construction submitted a list of stabilization dates in response to submittal request #2 in the AVL. The soil stabilization spreadsheets submitted for dates 7/20/09 thru 8/3/10 appeared to be a synopsis of all inspection activities and work at the site. Lunda also submitted a letter containing a list of the corrective actions that were requested by WSB on June 3, 2010. Lunda did not submit a copy of the actual June 3, 2010 inspection report containing the corrective actions from WSB as requested in the AVL.
14. August 5, 2010, Lunda responded to the alleged violations in the AVL. The response stated that soil stabilization had been ongoing throughout the project and that construction activity was not complete. Also that rain had just occurred the day before MPCA's inspection and that maintenance was needed and that they completed the maintenance after MPCA's inspection. The response mentioned plans to test the water quality at the site and requested that MPCA not take any further action until the testing is completed.

15. August 20, 2010, MPCA staff inspected the status of the temporary sediment basin area of the Site. The area was now completely stabilized and vegetated. The temporary sediment basin /pond had settled out and there was no longer turbid water observed in the pond.
16. As of early winter 2010, construction at the Site was complete and the Site was permanently stabilized.

**Part 4. ALLEGED VIOLATIONS.** The MPCA alleges the Regulated Party violated the following requirements of statute, rule, and/or permit condition:

**1.) Minn. R. 7050.0210, GENERAL STANDARDS FOR WATERS OF THE STATE. (2009)**

\*\*\*

**Subp. 2. Nuisance conditions prohibited.** No sewage, industrial waste, or other wastes shall be discharged from either point or nonpoint sources into any waters of the state so as to cause any nuisance conditions, such as the presence of significant amounts of floating solids, scum, visible oil film, excessive suspended solids, material discoloration, obnoxious odors, gas ebullition, deleterious sludge deposits, undesirable slimes or fungus growths, aquatic habitat degradation, excessive growths of aquatic plants, or other offensive or harmful effects.

On June 23, 2010, the MPCA inspected the Bridges of Mower County (Site) and observed and documented the discharge of sediment-laden stormwater flowing into East Side Lake from a temporary pond on the Site. The pond discharged through an outlet located in East Side Lake on the west side of Eighth Avenue Northwest. The Regulated Party caused nuisance conditions to waters of the state (including excessive suspended solids, material discoloration, and other offensive or harmful effects) by discharging sediment-laden stormwater to waters of the state.

**2.) NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. B. 3. Erosion Prevention Practices provides in relevant part:**

3. The normal wetted perimeter of any temporary or permanent drainage ditch or swale that drains water from any portion of the construction site, or diverts water around the site, must be stabilized within 200 lineal feet from the property edge, or from the point of discharge into any surface water. Stabilization of the last 200 lineal feet must be completed within 24 hours after connecting to a surface water.

Stabilization of the remaining portions of any temporary or permanent ditches or swales must be complete within 14 days after connecting to a surface water and construction in that portion of the ditch has temporarily or permanently ceased.

\*\*\*

On June 23, 2010 and June 24, 2010, the MPCA inspected the Site and observed and documented that the normal wetted perimeter of a drainage swale located between I-90 and Eighth Avenue Northwest was not stabilized within 24 hours of connecting to the temporary sediment pond. The Regulated Party failed to stabilize the normal wetted perimeter of the drainage swale within 24 hours of connection to the surface water.

**3.) NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. C. 5. Sediment Control Practices.**

5. Temporary soil stockpiles must have silt fence or other effective sediment controls, and cannot be placed in surface waters; including stormwater conveyances such as curb and gutter systems, or conduits and ditches unless there is a bypass in place for the stormwater.

On June 23 and 24, 2010, the MPCA inspected the Site and observed and documented a temporary soil stockpile at the following location: the I-90 interchange near East Side Lake. The stockpile did not have silt fence or other effective sediment controls installed.

**4.) NPDES/SDS General Stormwater Permit for Construction Activity (MNR100001) Part IV. E. 4. Inspections and maintenance provides in relevant part:**

4. All erosion prevention and sediment control BMPs must be inspected to ensure integrity and effectiveness. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs within 24 hours after discovery, or as soon as field conditions allow access unless another time frame is specified below....

On June 23, 2010, the MPCA inspected the Site and observed and documented the following erosion prevention and sediment control BMPs that were nonfunctional and should have been replaced or supplemented with functional BMPs within 24 hours. The BMPs that were compromised with regard to integrity and effectiveness on June 23, 2010, included the following items:

Hydromulch that was applied on June 16, 2010 to exposed soils at the Site, as described in the RPs inspection records and AVL response, was no longer functional at the I-90 ramps near Eighth Avenue Northwest and East Side Lake. Straw mulch applied on some of the ramp slopes on June 10, 2010 was also no longer effective. Based on evidence at the Site, including the formation of gullies, sediment deposition at the toe of slopes and lack of visible cover on inactive soils at the Site, the RPs had not replaced the soil stabilization within 24 hours of their inspection on June 18, 2010.

On June 23, 2010 MPCA staff observed a floating silt curtain in Dobbins Creek (North side of I-90) that was not functional and was not effective in preventing sediment discharges from entering the surface water in this location.

On June 23, 2010 MPCA staff observed sediment controls located down gradient of construction activity which were immediately adjacent to Turtle Creek that were not functional in preventing sediment from entering the surface water.

**Part 5. CIVIL PENALTY.**

The Regulated Party agrees to pay Seven Thousand Five Hundred Dollars (total) to the MPCA as a civil penalty for the violations alleged in Part 4 within 30 days after the effective date of this Agreement. Payment of the penalty amount of \$7,500.00 is to be by check or money order payable to the Minnesota Pollution Control Agency.

The check must be mailed to: Fiscal Services – 6<sup>th</sup> Floor, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194; or to make an Electronic Payment, contact Carl Agerbeck, MPCA Fiscal Services, at 651-757-2182.

If the Regulated Party fails to make the required payment within 45 days after the Effective Date of this Agreement, the Regulated Party agrees to pay a late payment charge in an amount equal to 10 percent of the unpaid civil penalty. Sixty days after the Effective Date of this Agreement, the Regulated Party agrees to pay an additional late charge in an amount equal to 20 percent of the unpaid civil penalty. If the payment, including late charges, is not received by the MPCA within 60 days after the Effective Date of this Agreement, the MPCA may immediately exercise any and all administrative and judicial remedies available to it to collect the amount due. The Regulated Party agrees to pay and shall also be indebted to the MPCA for its attorneys' fees and cost incurred by the MPCA in connection with its collection of the amounts owed pursuant to this Agreement.

**Part 6. *REGULATED PARTY REQUIREMENTS.*** The Regulated Party agrees to the following requirements:

- a. The Regulated Party shall install down gradient perimeter controls at remaining soil stockpiles.

**"THIS REQUIREMENT HAS BEEN COMPLETED."**

- b. The Regulated Party shall submit site-wide photos depicting the adequacy of current soil stabilization on-site.

**"THIS REQUIREMENT HAS BEEN COMPLETED."**

- c. The Regulated Party shall submit a description of the corrective actions installed at the temporary basin, preventing further discharges to East Side Lake, and whether any additional discharges have occurred.

**"THIS REQUIREMENT HAS BEEN COMPLETED."**

**There are no corrective actions remaining.**

**Part 7. *PENALTIES FOR VIOLATIONS OF THIS AGREEMENT.***

a. If the Regulated Party fails to comply with requirements of Part 6 of this Agreement, the Regulated Party shall pay to the MPCA a penalty in the amount of \$500.00 per requirement for each day of failure.

b. Penalties for failure to comply with requirements of Part 6 of this Agreement shall accrue from the date the Regulated Party was to have fulfilled the requirement until the Regulated Party fulfills the requirement. Penalties shall not accrue while the MPCA considers a timely extension request under

Part 12 or during dispute resolution under Part 10, unless the MPCA determines that the Regulated Party filed the request or initiated dispute resolution solely for purposes of delay. If the Regulated Party does not pursue dispute resolution under Part 12 for denial of a timely extension request, penalties shall accrue from the date the extension request is denied by the MPCA Case Contact. If the Regulated Party pursues dispute resolution for denial of an extension request and does not file a timely challenge in a court of competent jurisdiction as provided by Part 10, penalties shall accrue from the date of a Commissioner's dispute resolution decision against the Regulated Party until the Regulated Party fulfills the requirement that is the subject of the extension request.

c. The Regulated Party shall pay a penalty under this Part within 30 days after receiving written notice from the MPCA that the penalty is due, unless the Regulated Party has challenged the factual basis of a penalty asserted under this Part under the dispute resolution provision of Part 10, in which case the penalty, if still applicable, shall be due with 30 days of final resolution of the dispute under Part 10. The written notice shall specify the provision of the Agreement that the Regulated Party has not fulfilled and indicate the date penalties began to accrue. If the Regulated Party fails to make timely payment, the Regulated Party agrees to pay a late payment charge, in addition to the stipulated penalty, to be assessed as follows. Forty-five days after receipt of written notice, the Regulated Party shall be obligated to pay a late charge in an amount equal to 10 percent of the unpaid stipulated penalty. Sixty days after receipt of written notice, the Regulated Party shall be obligated to pay an additional late charge in an amount equal to 20 percent of the unpaid stipulated penalty.

d. In dispute resolution before the Commissioner under Part 10, the Regulated Party can contest the factual basis for the MPCA's determination that the Regulated Party has not fulfilled a requirement of this Agreement covered by this Part. However, the Regulated Party waives its right to challenge, on legal grounds, the requirement that it pay penalties under this Part.

e. The Regulated Party shall not be liable for payment of penalties for failure to comply with requirements of Part 6 [and Part 5A] of this Agreement covered by this Part if it has submitted to the MPCA a timely request for an extension of schedule under Part 12 and the MPCA has granted the request. The MPCA's grant of an extension of schedule waives the payment of penalties covered by this Part only on the requirements for which the MPCA granted an extension of schedule and only for the time period specified by the MPCA in the grant of an extension. An extension of schedule for one requirement of Part 6 [or Part 5A] does not extend the schedule for any other requirement of Part 6 [or Part 5A].

f. Any requirement of this Agreement may be enforced as provided in Minn. Stat. § 115.071. Payment of a stipulated penalty does not relieve the Regulated Party of its obligation to

fulfill and complete requirements under the Agreement and to otherwise comply with the terms and conditions of the Agreement.

**Part 8. COVENANT NOT TO SUE AND RESERVATION OF REMEDIES.** With respect to the Regulated Party, the MPCA agrees not to exercise any administrative, legal or equitable remedies available to the MPCA to address the violations alleged and described in Part 4 as long as the Regulated Party performs according to and has complied with the terms and conditions contained in this Agreement.

The MPCA reserves the right to enforce this Agreement or take any action authorized by law, if the Regulated Party fails to comply with the terms and conditions of this Agreement.

Further, the MPCA reserves the right to seek to enjoin violations of this Agreement and to exercise its emergency powers pursuant to Minn. Stat. § 116.11 in the event conditions or the Regulated Party's conduct warrant such action. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights.

The MPCA reserves the right to pursue recovery for Natural Resources Damages pursuant to Minn. Stat. § 115.071, Minn. Stat. § 115B.08 or other laws. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights.

The Regulated Party agrees to waive all claims it may now have, as of the effective date of this Agreement, under Minn. Stat. § 15.472 for fees and expenses arising out of matters leading up to and addressed in this Agreement.

**Part 9. REPEAT VIOLATIONS.** Federal and state environmental programs establish harsher penalties for violations of environmental laws or rules that constitute repeat violations. In a proceeding to resolve alleged violations by the Regulated Party, if any, occurring after the date of the alleged violations set out in Part 4 of this Agreement, the Regulated Party may argue about the extent to which the violations alleged in Part 4 of this Agreement should affect the penalty amount for the later violations, but waives the right: (1) to contend that the violations alleged in Part 4 of this Agreement did not occur as alleged and (2) to require the MPCA to prove the violations alleged in Part 4 of this Agreement.

**Part 10. RESOLUTION OF DISPUTES.** The parties to this Agreement shall resolve disputes that arise as to any part of the Agreement as follows:

a. Either party, acting through its Case Contact (as named in Part 13 below), may initiate dispute resolution by providing to the Case Contact of the other party an initial written statement setting forth the matter in dispute, the position of the party, and the information the party is relying upon to support its position.

The other party, acting through its Case Contact, shall provide a written statement of its position and supporting information to the Case Contact of the initiating party within 14 calendar days after receipt of the initial written statement.

b. If the parties, acting through their Case Contacts, do not reach a resolution of the dispute and reduce such resolution to writing in a form agreed upon by the parties within 21 calendar days after the initiating party receives the statement of position from the responding party, the Commissioner shall issue a written decision resolving the dispute. The written decision may address stipulated penalties assessed pursuant to Part 7. The Commissioner's decision shall be considered a final decision of the MPCA for purposes of judicial review.

c. The Commissioner's decision shall become an integral and enforceable part of this Agreement unless the Regulated Party timely challenges the decision in a court of competent jurisdiction. Failure to timely challenge means the Regulated Party agrees to comply with the MPCA Commissioner's decision on the matter in dispute and to pay any penalties that accrue pursuant to Part 7 for failure to fulfill requirements of this Agreement that are the subject of the dispute resolution. Further, if the Commissioner's decision assesses penalties pursuant to Part 7 of this Agreement, the Regulated Party agrees to and shall pay the amount of penalty determined by the Commissioner within 60 days after receiving the Commissioner's decision.

d. Throughout any dispute resolution, the Regulated Party shall comply with all portions of the Agreement that the MPCA determines are not in dispute.

**Part 11. VENUE.** Actions brought by the MPCA to enforce requirements and terms of this Agreement shall be venued in Ramsey County District Court.

**Part 12. EXTENSION OF SCHEDULES.** If the Regulated Party wants an extension of a deadline included in any schedule under this Agreement, including schedules established by approved submittals, the Regulated Party must request the extension in writing at least ten days before the scheduled deadline, or as soon as possible before that date if the reason for the extension request arises less than ten days before the deadline.

Each deadline extension request shall separately specify the reason why the extension is needed. No requested extension shall be effective until approved in writing by the MPCA, acting through the MPCA Case Contact or the Commissioner.

The MPCA shall grant an extension only for the period of time the MPCA determines is reasonable under the circumstances. The written approval or grant of an extension request shall be considered an enforceable part of the Agreement.

The Regulated Party has the burden of demonstrating to the satisfaction of the MPCA that the request for the extension is timely, and that good cause exists for granting the extension. Good cause can include, but is not limited to, the following:

- a. Circumstances beyond the reasonable control of the Regulated Party; and
- b. Delays caused by the MPCA in reviewing timely submittals required by this Agreement, submitted by the Regulated Party in complete and approvable form, which make it not feasible for the Regulated Party to meet the required schedules.

Good cause does not include unanticipated costs, increases in the cost of control equipment, or delays in MPCA review of submittals when the submittals are not in complete and approvable form.

The Regulated Party may challenge a decision by the MPCA to deny a request for an extension under Part 12.

**Part 13. CASE CONTACT.** The MPCA and the Regulated Party shall each designate a Case Contact for the purpose of overseeing the implementation of this Agreement. The MPCA Case Contact is Lisa Woog. The address and telephone number of the MPCA's Case Contact is: 7678 College Road, Suite 105, Baxter, Minnesota 56425 and 218-316-3891. The MNDOT's Case Contact is Terry Ward. The address and telephone number of the Regulated Party's Case Contact is: 2900 48<sup>th</sup> Street Northwest, Rochester, Minnesota 55901 and 507-286-7688 and Lunda's Case Contact is Doyle Honstad, P.O. Box 669, Black River Falls, Wisconsin 54615 and 651-437-9666. Either party may change its designated Case Contact by notifying the other party in writing, within five days of the change. To the extent possible, communications between the Regulated Party and the MPCA concerning the terms and conditions of this Agreement shall be directed through the Case Contacts.

**Part 14. APPLICABLE LAWS AND PERMITS.** This Agreement does not relieve the Regulated Party of the duty to comply with the requirements of all applicable federal, state and local laws and regulations, including without limitation in the Regulated Party's undertaking actions to comply with this Agreement. Except when the MPCA has specifically authorized a different compliance method in Part 6, the Regulated Party must also comply with all applicable permits, orders, stipulation agreements and schedules of compliance. Nothing in this Agreement exempts or relieves the Regulated Party of its obligation to comply with local governmental requirements.

**Part 15. OTHER CLAIMS.** Nothing herein shall release the Regulated Party from any claims, causes of action or demands in law or equity by any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating to the release of any pollutant or contaminant from its operations or from a facility. Neither the Regulated Party nor the MPCA shall be

held as a party to any contract entered into by the other party to implement the requirements of this Agreement.

**Part 16. HOLD HARMLESS AGREEMENT.** The Regulated Party agrees to indemnify, save and hold the MPCA, its agents and employees harmless from any and all claims or causes of action arising from or on account of acts or omissions of the Regulated Party, its officers, employees, agents, or contractors in implementing the activities conducted pursuant to this Agreement; provided, however, that the Regulated Party shall not indemnify the MPCA or save or hold its employees and agents harmless from any claims or causes of action arising out of the acts or omissions of the MPCA, or its employees and agents.

When the Regulated Party is required to hold the MPCA harmless, the MPCA shall give the Regulated Party notice of any claim or cause of action subject to this Part and the Regulated Party has the right to participate in the defense against any claim or cause of action. No settlement shall be effective against the Regulated Party unless the Regulated Party agrees to the settlement. Nothing herein waives or modifies the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§ 3.732, et seq., and other applicable law.

**Part 16. LIABILITIES.** Each party agrees that it 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 the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§ 3.732, et seq., and other applicable law.

**Part 17. SUCCESSORS, AGENTS AND CONTRACTORS.** This Agreement shall be binding upon the Regulated Party and its successors and assigns and upon the MPCA, its successors and assigns. If the Regulated Party sells or otherwise conveys or assigns any of its right, title or interest in the Facility, the conveyance shall not release the Regulated Party from any obligation imposed by this Agreement, unless the party to whom the right, title or interest has been transferred or assigned agrees in writing to fulfill the obligations of this Agreement and the MPCA approves the transfer or assignment. The Regulated Party shall ensure that the Regulated Party's agents, contractors and subsidiaries comply with the terms and conditions of this Agreement.

**Part 18. AMENDMENTS.** Except with respect to extensions of schedules granted under Part 12 and approved submittals under Part 6, this Agreement may be amended only by written agreement between the parties.

**Part 19. EFFECTIVE DATE.** This Agreement shall be effective on the date it is signed by the MPCA.

**Part 20. TERMINATION.** The provisions of this Agreement shall be deemed satisfied and terminated when the Regulated Party receives written notice from the MPCA that the Regulated Party has

demonstrated, to the satisfaction of the MPCA, that all terms of the Agreement have been completed. Termination of this Agreement does not release the Regulated Party from any duty to comply with any statutes, rules or permit conditions, whether or not they are cited in this Agreement. The Regulated Party agrees that it shall retain all records related to this Agreement for three years following its termination. Termination of this Agreement does not release the Parties from any provisions intended to have future application, including without limitation Parts 8 (Covenant Not To Sue And Reservation Of Remedies), 9 (Repeat Violations) and 16 (Hold Harmless Agreement), which terms shall survive the termination of this Agreement.

BY THEIR SIGNATURES BELOW, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY TO BIND THE PARTIES THEY REPRESENT

Minnesota Department of Transportation  
Bernard J. Arseneau, Deputy Commissioner of Transportation.

STATE OF MINNESOTA  
POLLUTION CONTROL AGENCY

By: *Bernard J. Arseneau*

By: *Beth G. Lockwood*

Name: *Bernard J. Arseneau*

Beth G. Lockwood, Manager,  
Stormwater Section

Title: *Deputy Commissioner, Chief Eng.*

Municipal Division

Date: *11-2-12*

Date: *12/3/12*

Lunda Construction Company  
Larry Lunda, President

By: *Larry Lunda*

Name: *Larry Lunda*

Title: *President*

Date: *7-17-12*



Minnesota Pollution  
Control Agency  
520 Lafayette Road North  
St. Paul, MN 55155-4194

# Invoice

## Enforcement Response Program

Doc Type: Invoice Outgoing

Invoice No.: 12419-01  
 Invoice date: 12/3/2012  
 Payment Due Date: 1/3/2012  
 Invoice Amount: \$3,750.00  
 Amount paid:

This invoice is for enforcement penalties incurred  
with the Minnesota Pollution Control Agency (MPCA).

Address change? If yes, check here:

Print new address on back of invoice.

**Mail payment to:**

**FISCAL SERVICES**  
**MINNESOTA POLLUTION CONTROL AGENCY**  
**520 LAFAYETTE ROAD NORTH**  
**ST. PAUL MN 55155-4194**

**Bill to:**

Minnesota Department of Transportation  
  
 Mower County MN

Media:	Allotment #:	Media %:
WQ-Stormwater	xx/2800/R3280000/R32C002/512413/ 6706/ APO-WQ	100

Return the portion above with check payable to Minnesota Pollution Control Agency.  
 To make an electronic payment contact MPCA Fiscal Services at 651-757-2182

### INVOICE

Minnesota Department of Transportation

Invoice number: 12419-01  
 Invoice date: 12/3/2012  
 Payment Due date: 1/3/2012  
 Amount Due: \$3,750.00

Minnesota Department of Transportation

Mower County MN  
 STIP

If you have any questions regarding this invoice, please contact MPCA's Enforcement Penalty Coordinator at 651-757-2083

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number: N/A**  
**State Project Number (SP): 8221-82045; 8221-82045A**  
**Trunk Highway Number (TH): 36**  
**Project Identification: St. Croix Crossing Project – Mussel Mitigation**

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

**Recitals**

1. Under Minn. Stat. §84.095, the DNR is empowered to prescribe conditions for an act otherwise prohibited (i.e., to issue a permit to take endangered and/or threatened species if the social and economic benefits of the act outweigh the harm caused by the taking).
2. Under Minn. Stat. §174.03, subdivision 6, MnDOT is authorized to make efforts to mitigate adverse environmental effects resulting from proposed transportation facilities.
3. MnDOT is planning for foundation construction in 2013 for the new river crossing bridge as described by the St. Croix Crossing Project; and
4. MnDOT is also planning on implementing a number of mitigation items as part of the St. Croix Crossing Project, with one of the mitigation items being the removal of the Xcel Energy barge mooring and unloading facility; and
5. MnDOT is in need of a permit from DNR to allow the legal taking of all individuals of Minnesota endangered or threatened freshwater mussels at the site of the Xcel Energy barge mooring and unloading facility and the barge access area upstream from the unloading facility for the construction and staging activities of the new Highway 36 Bridge over the St. Croix River at Stillwater, MN under State Project Nos. 8221-82045 and 8221-82045A.
6. DNR is willing to issue a taking permit to MnDOT in exchange for compensatory mitigation. Based on the foregoing, MnDOT and DNR willingly enter the agreement as follows:

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 **December 31, 2017**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 1071.
- 2.2 As part of the St. Croix Crossing Project, MnDOT will conduct the removal of the unloading facility in a manner to offset the taking of the endangered and threatened mussels and reduce the estimated impact area through the creation of restored habitat. Specifically, MnDOT will remove only the sheet pile containing each unloading cell and spread the aggregate material within each cell onto the river bed to a thickness of at least one (1) foot and to a final surface depth of no more than 4 to 6 feet below ordinary high water. The underwater area of restored mussel habitat is estimated at 2.47 acres and will be used as a reduction from the estimated impact area of 8.78 acres when computing the compensatory mitigation cost. See Exhibit A – Barge Unloader Exhibit.
- 2.3 In lieu of relocating the Minnesota mussels, MnDOT will provide DNR with compensatory mitigation costs for the taking of the mussels from the unloading facility and barge access area. Such mitigation cost is compensated as follows:
  - Estimated impact area of 8.78 acres before creation of restored habitat
  - Estimated restored habitat area of 2.47 acres
  - Net estimated impact area of 6.31 acres after creation of restored habitat
  - Estimated mussel mitigation cost of \$22,500.00/acre

- Compensation mitigation cost of \$141,975.00

- 2.4 DNR agrees to use the compensatory mitigation funds provided under this agreement to support research, propagation, restoration, education or other management activities contributing to the recovery and eventual delisting of endangered and threatened mussel species with the St. Croix River in Minnesota.
- 2.5 DNR will issue a permit to MnDOT authorizing MnDOT to take an unlimited number of endangered and threatened, and non-listed unionid mussels at the site of the proposed project in accordance with the terms of such permit. If MnDOT complies with the terms of such permit, and the terms of this Agreement, DNR releases and waives any claim, fine, or other fee or sanctions against MnDOT with respect to the taking of such mussels.

**3 Consideration and Payment**

- 3.1 MnDOT will pay the DNR a lump sum prior to commencing any early bridge foundation work (planned letting date in February, 2013) that will result in the taking of endangered or threatened species at the site of the proposed project, after execution of the Agreement and issuance of Special Permit No. 18769 (Taking of mussels, including endangered and/or threatened species).
- 3.2 DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to DNR under this Agreement will be \$141,975.00.

**4 Conditions of Payment**

- 4.1 All services provided by DNR under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3 DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative will be:

Debbie Anderson  
Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 680  
St. Paul, MN 55155-1800

Telephone: 651/366-4625

E-Mail: [debbie.k.anderson@state.mn.us](mailto:debbie.k.anderson@state.mn.us)

- 5.2 MnDOT's Project Manager will be:

Jason Alcott  
Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 620  
St. Paul, MN 55155-1800

Telephone: 651/366-3605

E-Mail: [jason.alcott@state.mn.us](mailto:jason.alcott@state.mn.us)

- 5.3 MnDOT's District Project Coordinator will be:

Todd Clarkowski  
Minnesota Department of Transportation  
3485 Hadley Avenue North

Oakdale, MN 55128

Telephone: 651/366-4316

E-Mail: [todd.clarkowski@state.mn.us](mailto:todd.clarkowski@state.mn.us)

- 5.4 DNR's Authorized Representative will be:  
Richard Baker  
Minnesota Department of Natural Resources  
500 Lafayette Road  
St. Paul, MN 55155

Telephone: 651/259-5073

E-Mail: [richard.baker@state.mn.us](mailto:richard.baker@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, by mutual written agreement of the parties. This Agreement may be terminated by either party in the event of a breach of this Agreement by the other party if such breach remains uncured for more than 30 calendar days.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

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

Signed:           Sue Buhle            
Date:           3-5-13            
SWIFT Contract (SC) ID No.           59073            
Purchase Order (PO) ID No.           300011108          

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

By:           Steve Hunt            
Title:           Director            
Date:           2/28/13          

**MnDOT**

**ORIGINAL SIGNED BY**

By:           Jon Chigo            
(with delegated authority)  
Title:           Division Director            
Date:           3/7/2013          

**MnDOT CONTRACT MANAGEMENT**

By:           Ryan Gauke            
Date:           3/7/2013          

*nmhood 2/27/13*



INVOICE NO. \_\_\_\_\_

**Invoice Instructions:**

1. Contractor must complete the invoice and progress report (if applicable) in their entirety.
2. Contractor must sign the invoice and progress report (if applicable).
3. Contractor must attach supporting documentation and scan the entire invoice package\*, **in the following order:**
  - a. Completed, signed Invoice Form
  - b. Completed, signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, please convert landscape pages to portrait pages and optimize the document to decrease the size.*
4. Contractor must e-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 03071

Estimated Completion: \_\_\_\_\_ %

Contract Expiration Date: December 31, 2017

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

SP Number: 8221-82045; 8221-82045A; TH Number: 36

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

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount:	\$141,975.00			
<b>Net Earnings Totals:</b>	<b>\$141,975.00</b>			
<b>Total Amount Due This Invoice:</b>				

Contractor: Complete this table when submitting an Invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
<b>Total*</b>			

\*Must Match Net Earnings Totals Above

I certify that the statements contained on this Invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice.

Contractor:

**Minnesota Department of Natural Resources**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Contract Administrator for possible alternatives.

STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION  
FOR  
S.P. 092-090-036; M.P. TA 7313(173)

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This agreement is entered into by and between MINNESOTA DEPARTMENT OF NATURAL RESOURCES ("DNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the DNR desires MnDOT to act as the DNR's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds. The DNR is proposing a federal aid project to construct a portion of the Glacial Lakes Trail between Richmond and 178<sup>th</sup> Avenue west of Cold Spring, hereinafter referred to as the "Project(s)"; and

The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 092-090-036, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 7313(173); and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE DNR.

A. DESIGNATION. The DNR designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project. For details on the procedures to follow see: <http://www.dot.state.mn.us/stateaid/dcp/dcpchecklist.htm>.

B. STAFFING.

1. The DNR will designate a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If DNR elects to use a private consultant for engineering services, the DNR will provide a qualified, full-time public employee of the DNR, to be in responsible charge of the Project. The services of the DNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the DNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary responsibility for performance of the

Agreement no. 03090

work.

2. During the progress of the work on the Project, the DNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the DNR will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
  3. The DNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.
- C. LETTING. The DNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
1. The DNR will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
  2. The DNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
  3. The DNR will prepare and publish the bid solicitation for the Project as required by state and federal laws. The DNR will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders. The solicitation will state where the DNR will receive the sealed bids.
  4. The DNR may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
  5. The DNR will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
  6. The DNR will receive and open bids.
  7. After the bids are opened, the DNR governing body will consider the bids and will award the contract as required by state and federal laws, or reject all bids. If the bid contains a goal for Disadvantaged Business Enterprises, the DNR will not award the contract until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal

Employment Opportunity Office.

D. SUBLETTING. The DNR will prepare request for proposals in accordance with Minnesota law and applicable Federal laws and regulations.

1. The DNR will solicit proposals for construction engineering services after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
2. The DNR will prepare the request for proposal, which will include all of the federal-aid provisions supplied by MnDOT.
3. The DNR will prepare and publish the proposal solicitation for the Project as required by state and federal laws. The DNR will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the DNR will receive the proposals.
4. The DNR may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
5. The DNR will prepare proposal packages and prepare and distribute any addendums, if needed.
6. The DNR will receive open, and evaluate proposals.
7. After the proposals are opened, the DNR will consider the proposals begin negotiations on the price of the Construction Engineering in accordance with the practice commonly known as Quality Based Selection. If the proposal contains a goal for Disadvantaged Business Enterprises, the DNR will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.
8. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work. Subcontractor agreements must contain all appropriate terms and conditions of this agreement.

E. CONTRACT ADMINISTRATION.

1. The DNR will prepare and execute a construction contract with the Contractor, in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction.
2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the DNR Engineer's Office. The

plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.

3. The DNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the DNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the DNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.
4. The DNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The DNR will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The DNR will notify MnDOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The DNR may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into supplemental agreement(s) with the individual, firm, or corporation contracting for and undertaking prosecution of the prescribed work (hereinafter "Contractor"). The DNR will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the DNR that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The DNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The DNR will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the DNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The DNR will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

F. PAYMENTS FOR CONSTRUCTION OF THE PROJECT.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the DNR. The DNR will pay any part of the cost or expense of the Project that is not paid by federal funds.

2. The DNR will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the amount of each partial estimate. Following certification of the partial estimate, the DNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
3. Following certification of the partial estimate, the DNR may request reimbursement for costs eligible for federal funds. The DNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project, the DNR will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the DNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
5. Following certification, by the Project Engineer, of the final estimate, the DNR may request reimbursement for costs eligible for federal funds. The DNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

G. LIMITATIONS.

1. The DNR must comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the DNR to carry out the above requirements.
3. Workers' Compensation. Any and all employees of the DNR or other persons while engaged in the performance of any work or services required or permitted by the DNR under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The DNR will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

4. Utilities. The DNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

H. AUDIT.

1. The DNR will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the DNR are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The DNR will be responsible for any costs associated with the performance of the audit.

I. MAINTENANCE. The DNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

J. CLAIMS. The DNR acknowledges that MnDOT is acting only as the DNR's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The DNR will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The DNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The DNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

K. Federal Funding Accountability and Transparency Act (FFATA). This Agreement requires the DNR to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The DNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the DNR provides information to the MnDOT as required.

The DNR shall comply with the following:

1. Reporting of Total Compensation of the DNR's Executives.
  - a. The DNR shall report the names and total compensation of each of its five most highly compensated executives for the DNR's preceding completed fiscal year, if in the DNR's preceding fiscal year it received:
    - i. 80 percent or more of the DNR's annual gross revenues from Federal procurement contracts and Federal financial

- ii. assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

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

- b. Total compensation means the cash and noncash dollar value earned by the executive during the DNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 2. The DNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 3. The DNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist

Agreement no. 03090

submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

4. The DNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the DNR unless and until the DNR is in full compliance with the above requirements.

## II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the DNR for the receipt and disbursement of federal funds and will act in accordance herewith.

### B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the DNR copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.
3. MnDOT will review and certify the DBE participation and notify the DNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then DNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the DNR must make up any shortfall.
4. MnDOT will provide the required labor postings.

### C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the DNR, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the DNR will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the DNR may continue the work with local funds only, until such time as MnDOT is able to process

the federal aid reimbursement requests.

- D. **AUTHORITY.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.
  - E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The DNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **AUTHORIZED REPRESENTATIVES.** Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.
- A. The DNR authorized representative is Kent Skaar, Acquisition and Development Section Leader, 500 Lafayette Road, St. Paul, MN 55155, 351-259-5636, or his successor.
  - B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.
- IV. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- V. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. **AMENDMENTS.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. **CANCELLATION.** This agreement may be canceled by the DNR or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the DNR as set forth in this Agreement. In the event of such a cancellation the DNR will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
- IX. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

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

DNR

DNR certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: [Signature]

Date: 4/1/13

Title: Deputy Director, Parks & Trails

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

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

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

DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: Director,

State Aid for Local Transportation

Date: 4/3/13

Mn/DOT Contract Management

~~COMMISSIONER OF ADMINISTRATION~~

By: [Signature]

Date: 4/5/2013

032713  
CJA

DNR Encumbered  
Rama Ochs  
March 28, 2013  
SC# 60182

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Project Identification:** St. Croix River Crossing

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

**Recitals**

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

**Agreement**

**1 Term of Agreement**

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

**2 Scope of Work**

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

**3 Consideration and Payment**

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

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

**4 Conditions of Payment**

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

**5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative and Project Manager will be:

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

- 5.2 DNR Authorized Representative will be:

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

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: Karen Parsons

Date: 6-7-2013

SWIFT Contract (SC) ID No.: 63378

Purchase Order (PO) ID No.: 3-127514

**DNR\***

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

By: [Signature]

Title: Acting Director

Date: 6/6/13

**MnDOT**

By: [Signature]  
(with delegated authority)

Title: Director of HR, Acting

Date: 6-7-13

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Title: Contracts Administrator

Date: 6/7/2013

<b>STATE OF MINNESOTA ENCUMBRANCE WORKSHEET</b>	MnDOT Agreement No.	04156
	Federal Project No.	
	State Project No.	St. Croix River Crossing

AGREEMENT TYPE (Check appropriately)		State Accounting Information		AMENDMENT INFORMATION	
<input type="checkbox"/>	Annual Plan Agreement (APK)	Swift Contract (SC) ID #:		Amendment	Yes or No
<input type="checkbox"/>	Work Order Agreement (MWK)	63378		If yes:	
<input type="checkbox"/>	• T-Number:	Purchase Order (PO) ID #:		<input type="checkbox"/>	Amend expiration date
<input type="checkbox"/>	• SC #:	3000127514		<input type="checkbox"/>	Change Total Contract Amount
<input type="checkbox"/>	Interagency (LAK)	Encumbered by:		Amendment Amount	\$000,000.00
<input type="checkbox"/>	Partnership	Kever Parano			
<input type="checkbox"/>	• Receivable	Date: 6-7-2013			
<input type="checkbox"/>	• Payable				
<input type="checkbox"/>	Other Contract Type (PTK)				

Agency	Fiscal Year	Vendor ID:
TRANSPORTATION	2013 - \$50,000	
Total Contract Amount:	Amount of Contract for Current FY:	
\$800,000.00	\$150,000.00 per year 2014 thru 2018	

Accounting Line 1:		Accounting Line 2:		Accounting Line 3:	
Fund Code:	2700	Fund Code:		Fund Code:	
Fin. Dept.:	T7939050	Fin. Dept.:		Fin. Dept.:	
Approp ID:	T790058	Approp ID:		Approp ID:	
Category:	76122405	Category:		Category:	
Account :	430011	Account :		Account :	
Project:	T9R107	Project:		Project:	
Source Type:	2644	Source Type:		Source Type:	
Amount to Encumber:	\$150,000.00	Amount to Encumber:		Amount to Encumber:	

Agreement Start Date (Upon execution)	Agreement Expiration Date	Contract Administrator
June 7, 2013	June 7, 2018	Ryan Gaulke
		Phone number: 651-366-3057

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Transportation (DOT) and Minnesota Department of Natural Resources.

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* This Agreement will be effective on the latest date signed by both parties.
- 1.2 *Expiration date:* This Agreement will remain in effect until 5 years after the effective unless terminated earlier pursuant to Article 8.

**2 Scope of Work**

At the DOT's discretion, the DOT may provide trained firefighters and equipment when requested by the DNR to assist with prescribed burns and wildland fire. DOT personnel must meet minimum training as required for all DNR firefighters and must attend an annual safety refresher. Additional non-operational fire duties may be filled by DOT personnel meeting the requirements for that specific duty. Tracking of individual fire training records for DOT personnel will be done by the DOT and entered into IQS by the DNR Fire Training Specialist at MIFC. DOT personnel and equipment may be requested for working on an ongoing wildland fire or to provide staff and equipment to meet the DNR's daily staffing needs. Duties may include direct fire suppression, either as a hand crew or engine crew, staffing for fire suppression at a DNR Forestry Area office or at other designated locations. While providing staffing, personnel may be assigned non-fire project work. DOT personnel must meet all safety requirements for PPE as outlined in Chapter 11 of the Wildfire Protection Business Manual.

At the DNR's discretion, the DNR may provide trained Burn Boss 2's and other firefighting resources when requested by the DOT. DNR may help the DOT conduct prescribed burns with trained and qualified Burn Boss 2's. Duties may include assistance in planning burns, determining appropriate staffing, deciding whether or not the burn can safely be carried out, supervising and managing the burn, and participating in any after action reviews. The DNR Burn Boss will also mentor, instruct and evaluate any DOT Burn Boss trainee assigned to the prescribed burn. Evaluation may include signing off tasks in a Task book and providing a written performance review, as appropriate.

**3 Consideration and Payment**

The agency providing personnel and/or equipment may submit an invoice for actual costs to the requesting agency, who shall process payment within 30 days. Actual costs may include hourly salary for base and overtime hours, normal and customary labor additives and overhead, allowable expenses, fuel or equipment Fleet costs, repairs for documented equipment damages and any supplies used on the assignment.

The total obligation for each agency for all compensation and reimbursements to the other under this agreement will not exceed \$10,000.

**4 Conditions of Payment**

All services provided by providing agency under this agreement must be performed to requesting agency's satisfaction, as determined at the sole discretion of the requesting agency's Authorized Representative. Valid obligations under this Agreement will be promptly paid. The invoicing agency

will create an invoice in SWIFT. Payments will be made via the "bi-lateral netting" process in SWIFT.

**5 Authorized Representative**

Each party's Authorized Representative will be responsible for administering this Agreement, handling invoices and authorizing payments, and giving and receiving any notice required or permitted under this Agreement.

DOT's Authorized Representative is Ken Graeve, MnDOT Prescribed Fire Program Coordinator, 395 John Ireland Blvd, St Paul, MN 55155, 651-366-3613, or his/her successor.

DNR's Authorized Representative is Tom Fasteland, DNR Incident Mobilization Program Supervisor, 402 11<sup>th</sup> St. SE, Grand Rapids, MN 55744, 218-327-4563, or his/her successor.

**6 Amendments**

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

**7 Liability**

Each party will be responsible for its own employees for any workers compensation claims arising from performance of work under this Agreement. DOT will be solely responsible, to the extent authorized by law, for prescribed burns on its right-of-way, notwithstanding the participation of a DNR-assigned Burn Boss. DNR will be solely responsible, to the extent authorized by law for fire activities under its purview, notwithstanding the participation of DOT-assigned personnel.

**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: Sonia Ontiveros  
Date: 08/19/2013 / 9-13-13 147495

**2. DNR**

By: [Signature]  
(With delegated authority)  
Title: Deputy Director  
Date: 10-30-2013

**3. DOT**

By: [Signature]  
(with delegated authority)  
Title: Division Director  
Date: 8/21/2013

Mn/DOT Contract Management

[Signature] 9-17-2013

<b>STATE OF MINNESOTA ENCUMBRANCE WORKSHEET</b>		MnDOT Agreement No.	04850		
		Federal Project No.			
		State Project No.			
<b>AGREEMENT TYPE (Check appropriately)</b>		<b>State Accounting Information</b>		<b>AMENDMENT INFORMATION</b>	
Annual Plan Agreement (APK)		Swift Contract (SC) ID #:		Amendment <input type="checkbox"/> No <input type="checkbox"/>	
Work Order Agreement (MWK)		68466		If yes:	
• T-Number:		Purchase Order (PO) ID #:		Amend expiration date	
• SC #:		147495		Change Total Contract Amount	
X	Interagency (LAK)	Encumbered by:		Amendment Amount \$000,000.00	
	Partnership	Date:			
	• Receivable	9-13-13			
	• Payable				
	Other Contract Type (PTK)				

Agency	Fiscal Year	Vendor ID: Minnesota Dept of Natural Resources
TRANSPORTATION	2014	previously "Vendor Number" R290000000
Total Contract Amount:		Amount of Contract for Current FY:
\$10,000.00		\$2,000.00

Accounting Line 1:		Accounting Line 2:		Accounting Line 3:	
Fund Code:	2700	Fund Code:		Fund Code:	
Fin. Dept.:	T7936200	Fin. Dept.:		Fin. Dept.:	
Approp ID:	T790083	Approp ID:		Approp ID:	
Category:	46191600	Category:		Category:	
Account :		Account :		Account :	
Project:	T06001	Project:		Project:	
Source Type:	0152	Source Type:		Source Type:	
Amount to Encumber:	\$1.00	Amount to Encumber:		Amount to Encumber:	

Agreement Start Date (Upon execution)	Agreement Expiration Date	Contract Administrator Ken Braune See Contract.
		Phone number 651-366-3613

Environmental -044



# Purchase Order



## Transportation Department Environmental Services

### Dispatched

### Phone Dispatch

<b>Purchase Order</b> T7901-3000147495	<b>Date</b> 09/13/2013	<b>Revision</b>	<b>Page</b> 1 of 1
<b>Payment Terms</b> Net 0	<b>Freight Terms</b> FOB PAdd	<b>Ship Via</b> Ground	<b>Event ID</b>
<b>Buyer</b> Thomas M Buse	<b>Phone</b> 651/366-3010	<b>Currency</b> USD	<b>Agency Reference</b> Susan Berndt

**Vendor:**  
R290000000  
NATURAL RESOURCES DEPT  
500 LAFAYETTE RD  
ST PAUL MN 55155  
United States

**Ship To:**  
MNDOT CO ENVT  
STEWARDSHIP  
MS 620 TRANSPORTATION  
BLDG  
395 JOHN IRELAND BLVD  
ST PAUL MN 55155-1800  
United States

**Attention:**  
Not Specified

**Bill To:**  
MNDOT BUSINESS SERVICES  
MS 635 TRANSPORTATION BLDG  
006  
395 JOHN IRELAND BLVD  
ST PAUL MN 55155-1800  
United States

Line - Sch	Item/Description	Tax Exempt ID:	Quantity	UOM	PO Price	Replenishment Option: Standard	Extended Amt	Due Date
1 - 1	04850, Firefighting Interagency Agreement		1.0000	EA	1.00000		1.00	09/13/2013

DIST: 1

#### Charifields

Status	Percentage	PO Qty	Amount
Open	100.0000	1.0000	1.000

GLUnit	Account	Fund	Dept	Budget Yr
MN001	471608	2700	T7936200	2014

#### Details/Tax

BaseAmt	BaseCurrency	Currency	Location	Consigned
1.000	USD	USD	T790230010	N

Contract ID: 0000000000000000000068466

Contract Line: 1

Schedule Total	1.00
Item Total	1.00
Total PO Amount	1.00

- Show the purchase order number on invoice and all tags, packages and correspondence.
- This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this P.O., second the contract, third the RFP/RFB, and fourth the vendor's response.
- All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.
- Invoicing must match line items on the purchased order.
- The state of MN holds direct Pay Permit 1114, Issued July 1, 1995 and pays tax directly to Revenue. DO NOT CHARGE SALES TAX unless otherwise instructed to do so on this purchase Order or the solicitation document.
- Payment terms are Net 30 unless a discount is offered for early payment.

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

**Unauthorized**

**PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS  
FOR  
UTILITIES AND ACCESS TO BUILDING**

This Agreement is between the State of Minnesota acting through its Commissioner of the **Minnesota Department of Transportation** ("MnDOT") and the **Minnesota Department of Veterans Affairs** ("MDVA"), acting through its Commissioner for the benefit of the Minnesota Veterans Home Hastings, located at: 1200 East Eighteenth Street, Hastings, Minnesota 55033.

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of MnDOT 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 services to each other. MnDOT will provide MDVA with access to the MnDOT Hasting Truck Station. The MDVA provides the MnDOT Hasting Truck Station with utilities to operate the facility. (MnDOT originally purchased the building from MDVA and the utilities are still tied into the MDVA system).
3. This agreement will replace MnDOT Agreement 93477 which expired on June 30, 2013.
4. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate State and MDVA officials pursuant to Minnesota law.
  - 1.2 **Expiration date.** This Agreement will expire on **June 30, 2018**, unless terminated earlier pursuant to Article 11.
2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide the MDVA with updates on the service MnDOT is receiving.
  - 2.1 **MnDOT responsibilities.**
    - 2.1.1 Retroactively pay for all utility services provided to MnDOT that have been billed to MDVA since June 30, 2013, when MnDOT Agreement 93447 expired.
    - 2.1.1 Provide access to the MnDOT Hastings Truck Station.
    - 2.1.2 Meet with the MDVA at least annually to verify MnDOT needs are being met and confirm any adjustments.
    - 2.1.3 Pay MDVA for utility services provided per Article 3 below.
  - 2.2 **MDVA responsibilities.** MDVA will:
    - 2.2.1 Provide MnDOT utility services consisting of heat, electricity, sewer, and water to the building that MnDOT occupies at 921 East Twenty-first Street, Hastings, Minnesota 55033 (MnDOT Hastings Truck Station).

- 2.2.2 Invoice MnDOT for utility services for the period between the expiration of MnDOT agreement 93447 on June 30, 2013, and the execution and approval of this agreement.
- 2.2.3 Invoice MnDOT quarterly for utility, maintenance and administrative charges.
- 2.2.4 Take reasonable safety, security and environmental protection measures at the site and comply with MnDOT's regulations.
- 2.2.5 Meet with the MnDOT at least annually to verify usage, estimate future needs and confirm any adjustments.

### 3. Terms of Payment

3.1 **Compensation.** MnDOT will compensate MDVA for services provided under this agreement on a square foot per year basis as follows:

- 3.1.1 The utility charge calculation is 30,000 square feet at the rate of \$1.94 per square foot per year.
- 3.1.2 The maintenance charge will be \$.57 a square foot per year.
- 3.1.3 The administration charge will be \$.14 a square foot per year
- 3.1.4 The quarterly charge will be \$19,875.00.

$$((\$1.94 + \$0.57 + \$0.14) \times 30,000 \text{ sf}) / 4 \text{ quarters in a year} = \$19,875$$

3.1.5 MDVA reserves the right to adjust its costs annually. MDVA will provide at least 30 days' notice of any such changes to MnDOT.

3.2 **MnDOT's total obligation** will not exceed \$397,500.00.

3.3 **MDVA will invoice MnDOT** as follows:

- 3.3.1 Upon execution of this agreement and quarterly thereafter.
- 3.3.2 MnDOT will make payment to the order of the Minnesota Veterans Home Hastings. Remit payment to the address below:

Accounts Payable: Attn: Mark Kryzer  
 Minnesota Department of Veterans Affairs  
 Minnesota Veterans Home Hastings  
 1200 East Eighteenth Street  
 Hastings, Minnesota 55033

### 4. Authorized Representatives

4.1 **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.

4.2 **MnDOT's Authorized Representative** is

Name:	Mark Fischbach	or his successor.
Title:	Clear Roadways Superintendent	
MnDOT -	Operations/ Metro District	
Street Address:	1500 West Co. Rd. B2 MS 250	
City State Zip:	Roseville MN 55113	
Telephone:	651-234-7907	
Email:	mark.fischbach@state.mn.us	

4.3 **MDVA's Authorized Representative** is:

Name:	Andrew Burnside	or his successor.
Title: Business	Administrator	
Other Party/Local	Minnesota Veterans Home Hastings	
Gov't Name:		
Billing Address:	1200 East Eighteenth Street	
City State Zip:	Hastings, Minnesota 55033	
Telephone:	651-539-2401	
Email:	andrew.burnside@state.mn.us	

5. **Liability:** Each party is solely responsible for its own acts or omissions associated with the services covered by this Agreement.
6. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of MnDOT and MDVA relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.
7. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.
8. **Government Data Practices:** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.
9. **Assignment and Amendments**
  - 9.1 *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.
  - 9.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.
10. **Waiver; Contract Complete**
  - 10.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
  - 10.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
11. **Termination** This Agreement may be terminated by either party, with or without cause, upon 180 days written notice to the other party.

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

1. State Encumbrance Verification

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

Print name: Gregory O'Brien  
Signature: [Signature]  
Title: Buyer II Date: 04/28/15

SWIFT Contract

No.: 92233 3000238340

3. State Agency: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS; MINNESOTA VETERANS HOME HASTINGS

With delegated authority

Print name: Andrew Burnside  
Signature: [Signature]  
Title: Administrator Date: 11-3-14

Print name: Robin L. Gustaf  
Signature: [Signature]  
Title: Deputy Commissioner Date: 11/18/14

2. COMMISSIONER OF TRANSPORTATION.

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

Print name: Ann Jabr  
Signature: [Signature]  
Title: Asst. Division Director - Operations Date: 5/4/15

4. Commissioner of Administration

As delegated

Print name: Ryan Gaultke  
Signature: [Signature]  
Title: Contracts Administrator Date: 5/5/15

Print name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Print name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**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.

[Remainder of page intentionally left blank]

## 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](mailto: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](mailto: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. Alternations 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 of 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 2, 2014

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**Minnesota Department of Public Safety**  
Approved

By: [Signature]

Title: LT. COLONEL

Date: 3-28-14

State Encumbrance Verification

By: Rita Strafel da

Date: 3-27-14

SWIFT Contract No. 76189

Purchase Order ID No. 3000020417

**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**

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

Minnesota Department of Transportation						
Space Location and Type	Who	SQ. FT.		Charged	Not Charged	
<b>District 1</b>						
<b>Duluth HQ - T7910090221</b>						
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
<b>Virginia HQ - T7915090123</b>						
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
<b>Carlton S.B. 35 - T7910090284</b>						
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						
<b>Thompson Hill Patrol Building - T7910092141</b>						
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
<b>Saginaw Scale - T7910092125</b>						
Office Space	CV4750	866	Changed from B44 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						
<b>Kettle River Rest Area - T7910095105</b>						
Office Space	MSP2700	132				132
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
<b>General Andrews Rest Area - T7910095106</b>						
Office Space	MSP2700	132				132
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
<b>Totals</b>						
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	
<b>District 2</b>						
<b>Bemidji HQ - T7920090330</b>						
Office Space	MSP3200	375		375		
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space	MSP3200	2				2
<b>Thief River Falls TS - T7920090533</b>						
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						
<b>Ada TS - T7920090517</b>						
Office Space	MSP3200	141		141		
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
<b>Bagley TS - T7920090317</b>						
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						
<b>Hallock TS - T7920090516</b>						
Office Space	MSP3200	142		142		
Heated Storage						
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
<b>Roseau TS - T7920090536</b>						
Office Space						
Heated Storage	MSP3200	100	Approx. - no charge			100
Cold storage						
Yard Storage						
Secured Yard Storage						
Parking Space						
<b>Erskine Scale - T7925092042</b>						
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						
<b>Totals</b>						
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
<b>District 3A</b>					
<b>Baxter HQ - T7930090443</b>					
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
<b>Wadena TS - T7930090450</b>					
Office Space	MSP2900	152		152	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Brainerd Lakes Welcome Center - T7930095312</b>					
Office Space	MSP2800	345			345
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>					
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
<b>District 3B</b>					
<b>St Cloud HQ - T7935090735</b>					
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					
<b>Buffalo TS - T7935090753</b>					
Office Space					
Heated Storage	MSP2600	172	On mezzanine. No charge by agreement??		172
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Monticello TS - T7935090742</b>					
Office Space					
Heated Storage					
Cold storage					
Yard Storage	MSP2600	540	Proposed Command Vehicle Parking		540
Secured Yard Storage					
Parking Space	MSP2600	1			1
<b>Central Minnesota TIC - T7935095360</b>					
Office Space	MSP2600	99			99
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Enfield Rest Area - T7935095354</b>					
Office Space	MSP2600	121			121
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Sauk Centre TS - T7935090772</b>					
Office Space	MSP2600	121		121	
Heated Storage	MSP2600	170		170	
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2600	1			1
<b>Totals</b>					
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
<b>District 4</b>					
<b>Detroit Lakes HQ - T7940090616</b>					
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					
<b>Morris HQ - T7945090820</b>					
Office Space	MSP2600	114		114	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Alexandria TS - T7945090818</b>					
Office Space	MSP2900	216	On mezzanine	216	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Fergus Falls TS - T7940090615</b>					
Office Space	MSP2900	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Red River Weigh Scale - T7940092054</b>					
Office Space	CV4760	2,501			2501
Heated Storage	CV4760	2,145			2145
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>					
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
<b>District 6A</b>					
<b>Rochester HQ - T7960091225</b>					
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
<b>Preston TS - T7960091216</b>					
Office Space	MSP2100	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Winona TS - T7960091218</b>					
Office Space	MSP2100	211		211	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>					
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
<b>District 6B</b>					
<b>Owatonna HQ - T7965091327</b>					
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
<b>Albert Lea TS - T796509132719</b>					
Office Space	MSP2100	372		372	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Red Wing TS - T7965091354</b>					
Office Space	MSP2100	148		148	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>					
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
<b>District 7E</b>					
<b>Mankato HQ - T7965091445</b>					
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
<b>Totals</b>					
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
<b>District 7W</b>					
<b>Windom HQ - T7975091445</b>					
Office Space	MSP2300	252		252	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space	MSP2300	1			1
<b>Luverne TS - T7975091609</b>					
Office Space	MSP2300	55	2 desks in a shared office area	55	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>St James TS - T7975091632</b>					
Office Space	MSP2200	170	Revised from 172 to match Archibus	170	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Worthington Weigh Scale - T7975092119</b>					
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					
<b>Jackson Truck Station - T7965091616</b>					
Office Space					
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space			1 Parking space????? See MSP Space and Location report		1
<b>Totals</b>					
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
<b>District 8</b>					
<b>Marshall HQ - T7980091523</b>					
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
<b>Hutchinson TS - T7980091030</b>					
Office Space	SP	283		283	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Pipestone TS - T7980091542</b>					
Office Space	SP	253		253	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
<b>Totals</b>					
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
<b>District Metro</b>					
<b>Golden Valley HQ - T7990090931</b>					
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					
<b>Oakdale HQ - T7990091138</b>					
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
<b>RTMC - T7990091195</b>					
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					
<b>Maple Grove TS - T7990090992</b>					
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				
<b>Maplewood TS - T7990091117</b>				
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				
<b>Chaska TS - T7990090926</b>				
Office Space	MSP2500	101		101
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
<b>Maryland Ave TS - T7990091165</b>				
Office Space	MSP2400	140		140
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
<b>Daytonport Weigh Scale - T7990092139</b>				
Office Space	CV4730	565		565
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
<b>First Building - T7990090906</b>				
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				
<b>Elm Creek Rest Area - T7990095500</b>				
Office Space	MSP2500	189		189
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				

<b>St Croix Rest Area - T7990095903</b>				
Office Space	MSP2400	427		427
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
<b>St Croix Weigh Scale - T7990092129</b>				
Office Space	CV4730	1,389		1,389
Heated Storage	CV4730	1,330		1,330
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
<b>SEE METRO DISTRICT TOTALS NEXT PAGE</b>				
<b>METRO DISTRICT TOTALS</b>				
<b>Totals</b>				
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	

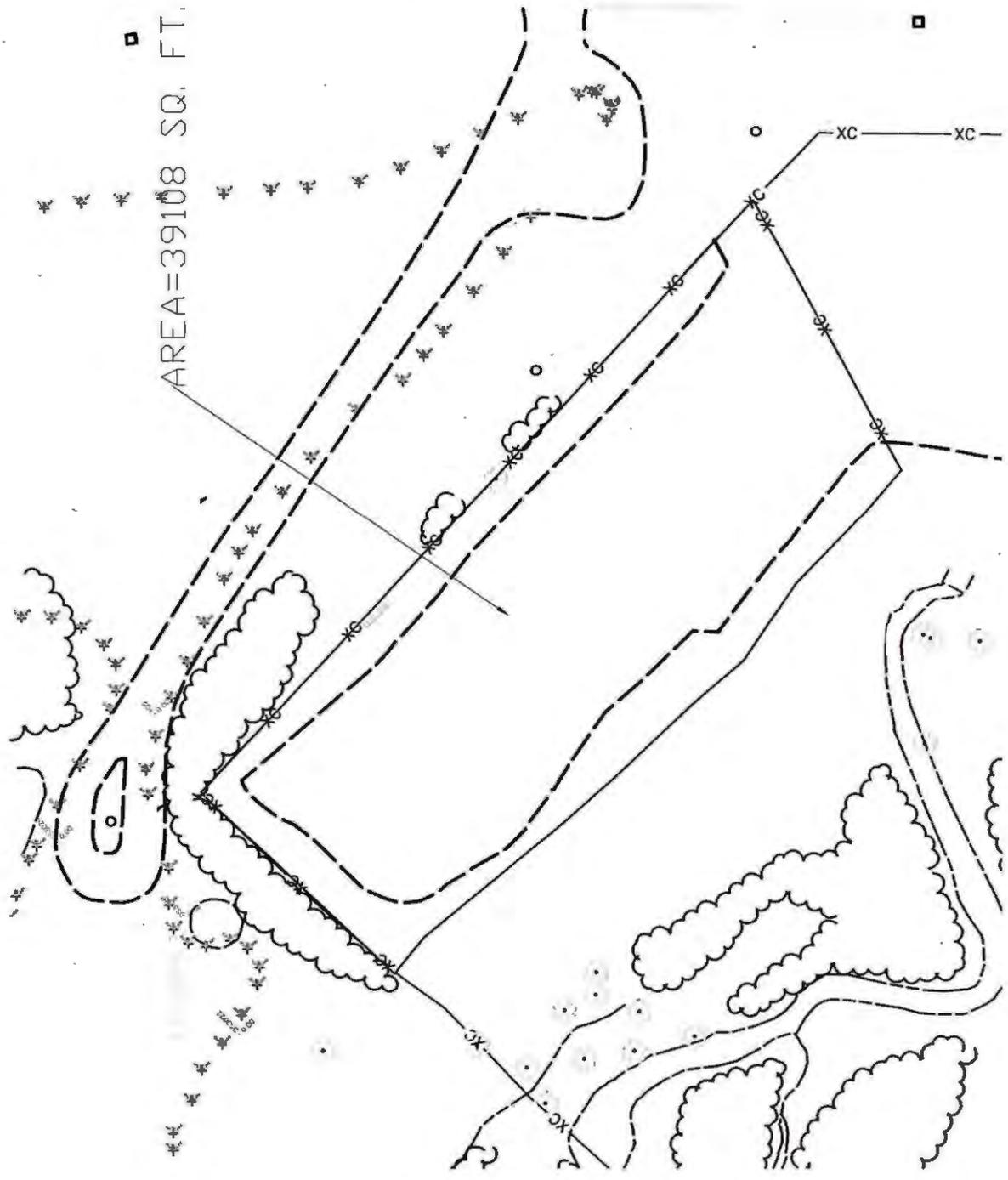
Heated Storage	RTMC	360	Another agreement will cover this space		
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
<b>District 10</b>					
<b>Arden Hills Training Center</b>					
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			

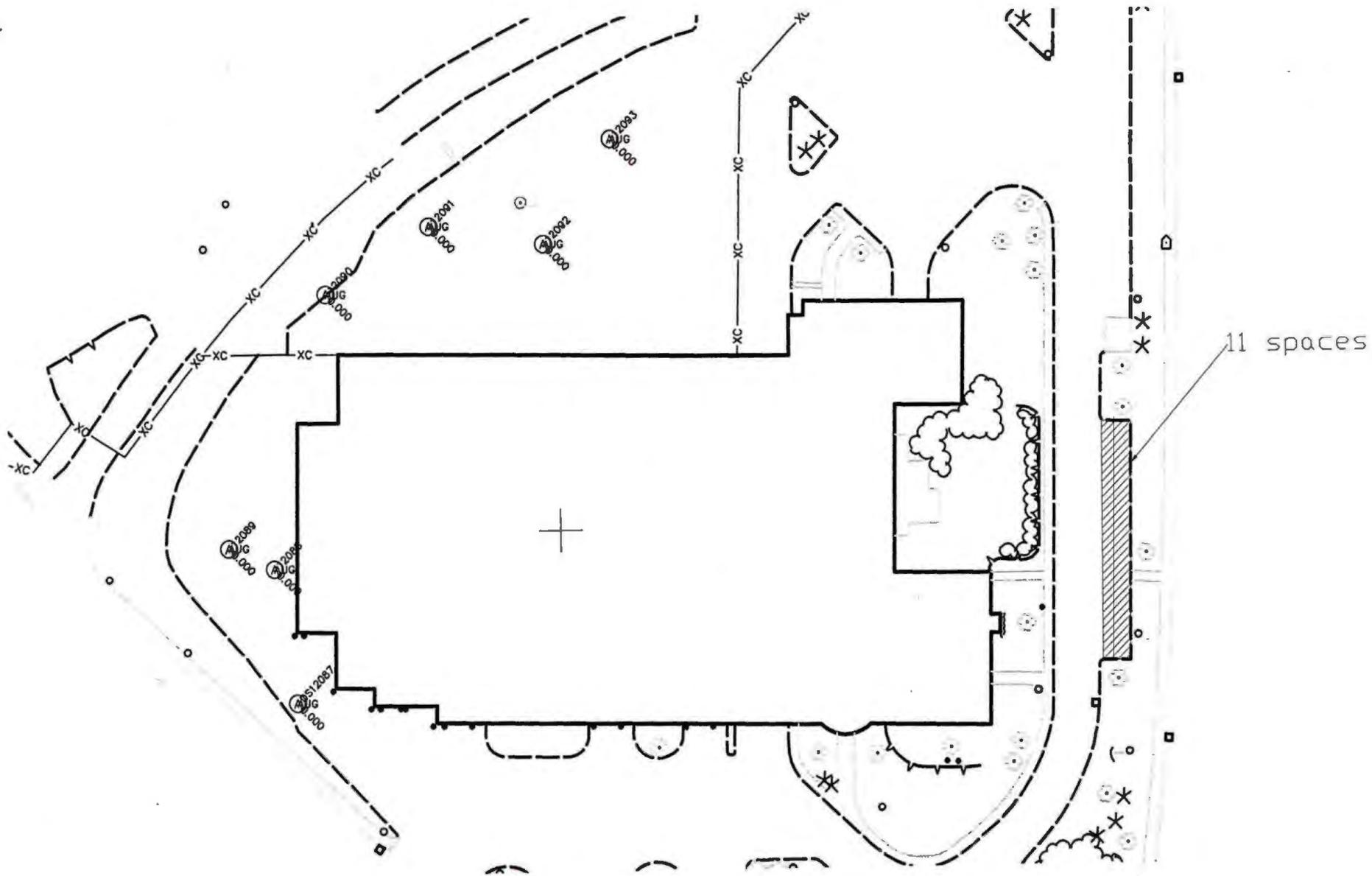
Minnesota Department of Transportation				
Space Location and Type	Who	Total Space Occupied	Charged in Previous Agreement	Not Charged in Previous Agreement
<b>Statewide Totals</b>				
Office Space	SP	64,174	54,835	9,339
Heated Storage	SP	7,869	5,063	1923
Cold storage	SP	9,811	9,427	384
Yard Storage	SP	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				

<b>COMPARISON OF SPACE USED, CHARGED AND NOT CHARGED WITH PREVIOUS RATES AND WITH CURRENT "STREET RATES"</b>				
<b>FOR REFERENCE ONLY</b>				
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	68,633
Heated Storage		14,139	5,063	3,633
Cold storage		9,986	9,427	9,178
Yard Storage(See Notes in Columns)		220,858	148,485	133,440
		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	\$39,557.18
Yard Storage( includes areas below)	\$0.27	\$59,631.66	\$40,090.95	\$36,028.80
<b>TOTAL</b>		<b>\$989,042.12</b>	<b>\$696,357.32</b>	<b>\$783,792.78</b>
	Street Rates (Admin rates averaged \$/ sq. ft./year these rates were averaged from rates given to us by Bev Kroiss 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	
<b>TOTAL</b>		<b>\$2,665,930.72</b>	<b>\$1,871,452.46</b>	

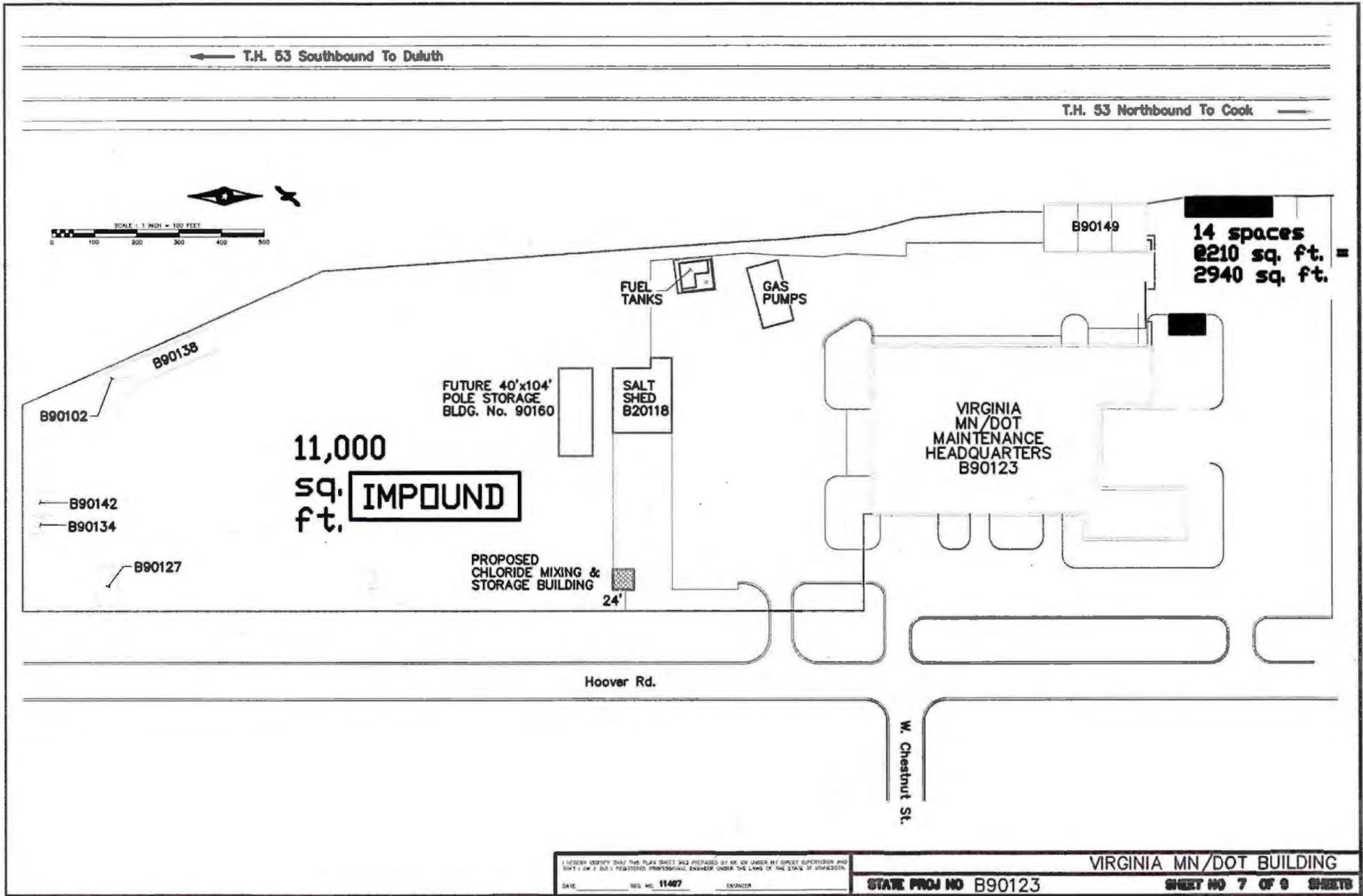
Duluth Headquarters impound lot area measured to outside of fence line.



# Duluth HQ Patrol Parking 11 Spaces

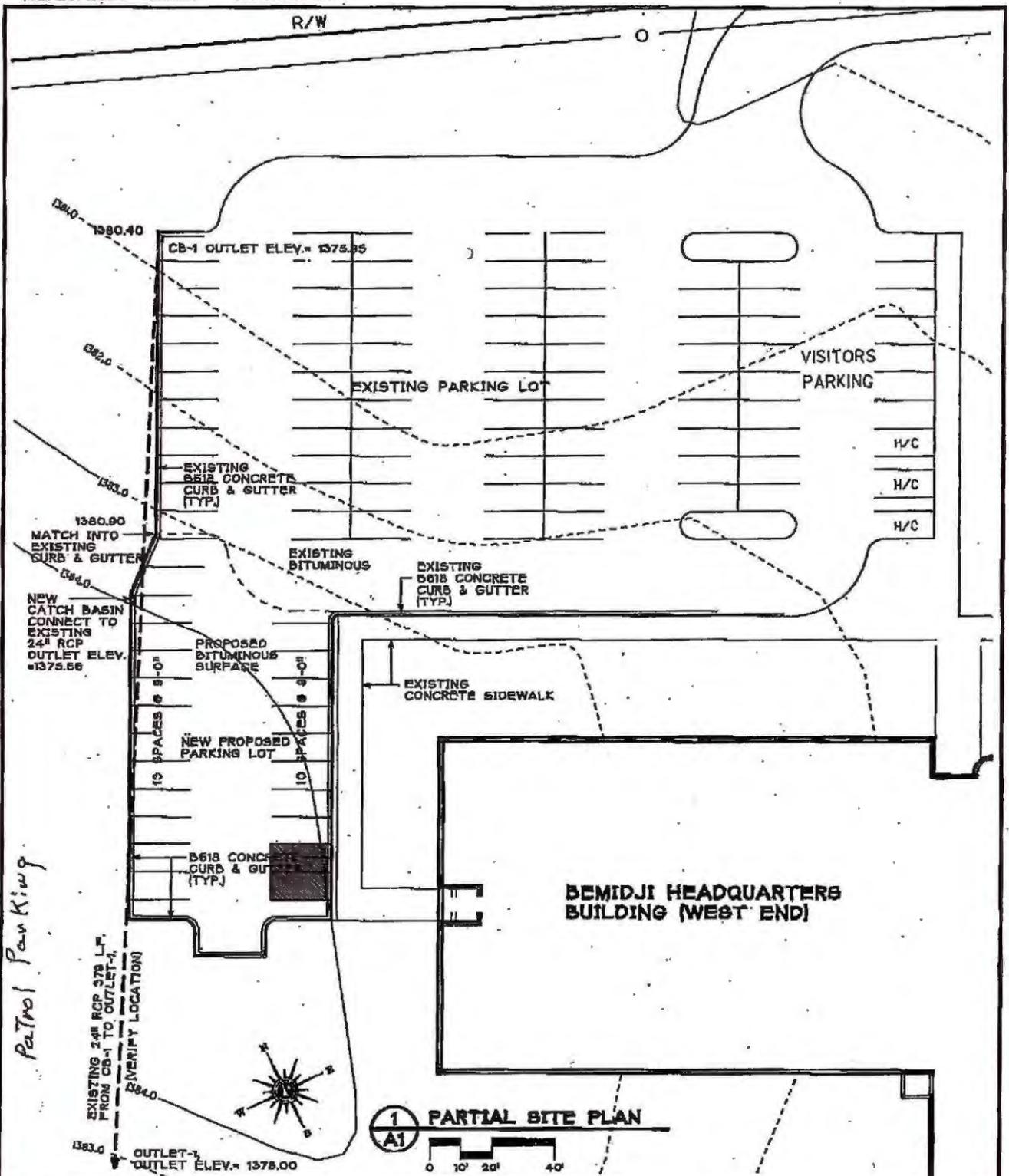


# Virginia HQ Yard Storage and Parking (14 spaces total)



<small>I HEREBY CERTIFY THAT THIS PLAN SHEET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.</small> DATE _____ REG. NO. 11407 ENGINEER _____	VIRGINIA MN/DOT BUILDING	
	STATE PROJ NO B90123	SHEET NO 7 OF 9 SHEETS

Bemidji HQ Patrol Parking - 2 Spaces



1 PARTIAL SITE PLAN  
A1  
0 10' 20' 40'

DATE 8-20-03	DESIGNED BY RTL	CHECKED BY RONALD T. LASERQUIST
<small>1. THESE DRAWINGS ARE THE PROPERTY OF THE STATE OF MINNESOTA. THEY ARE TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY REUSE OR MODIFICATION OF THESE DRAWINGS WITHOUT THE WRITTEN PERMISSION OF THE STATE OF MINNESOTA IS PROHIBITED.</small>		
DRAWN BY DAL	DATE 8-20-03	SCALE AS SHOWN

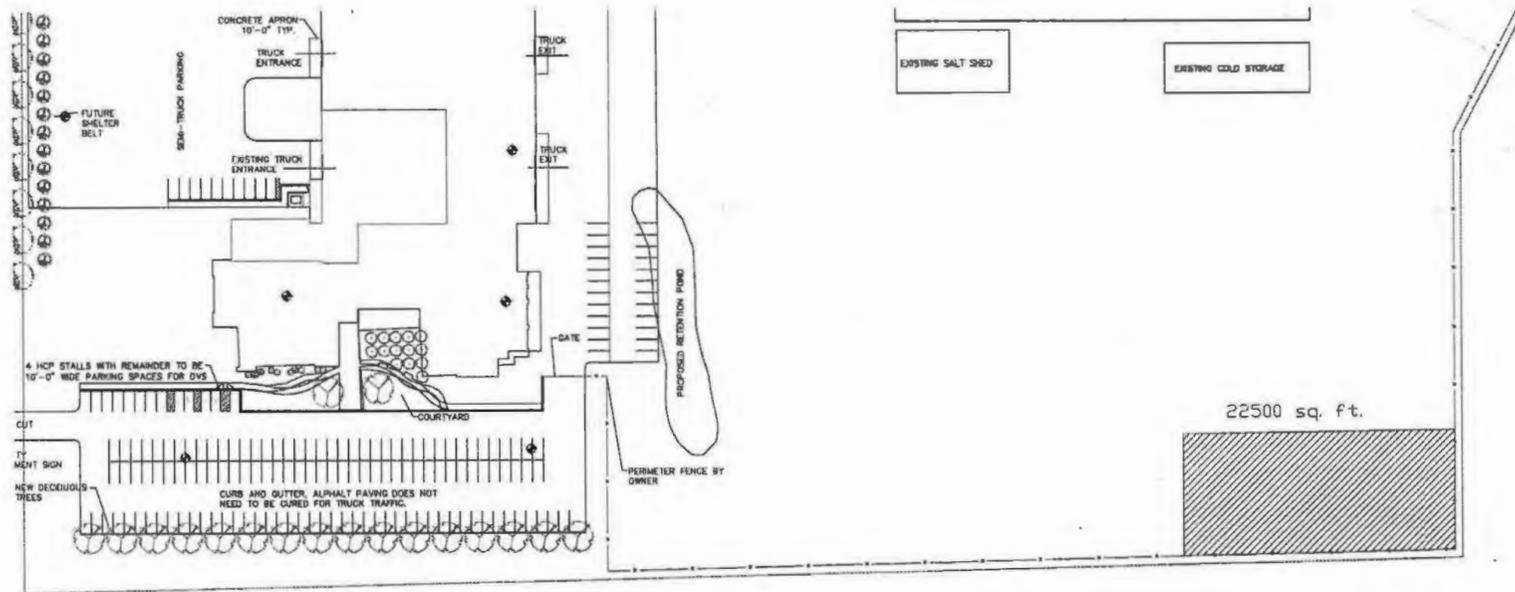


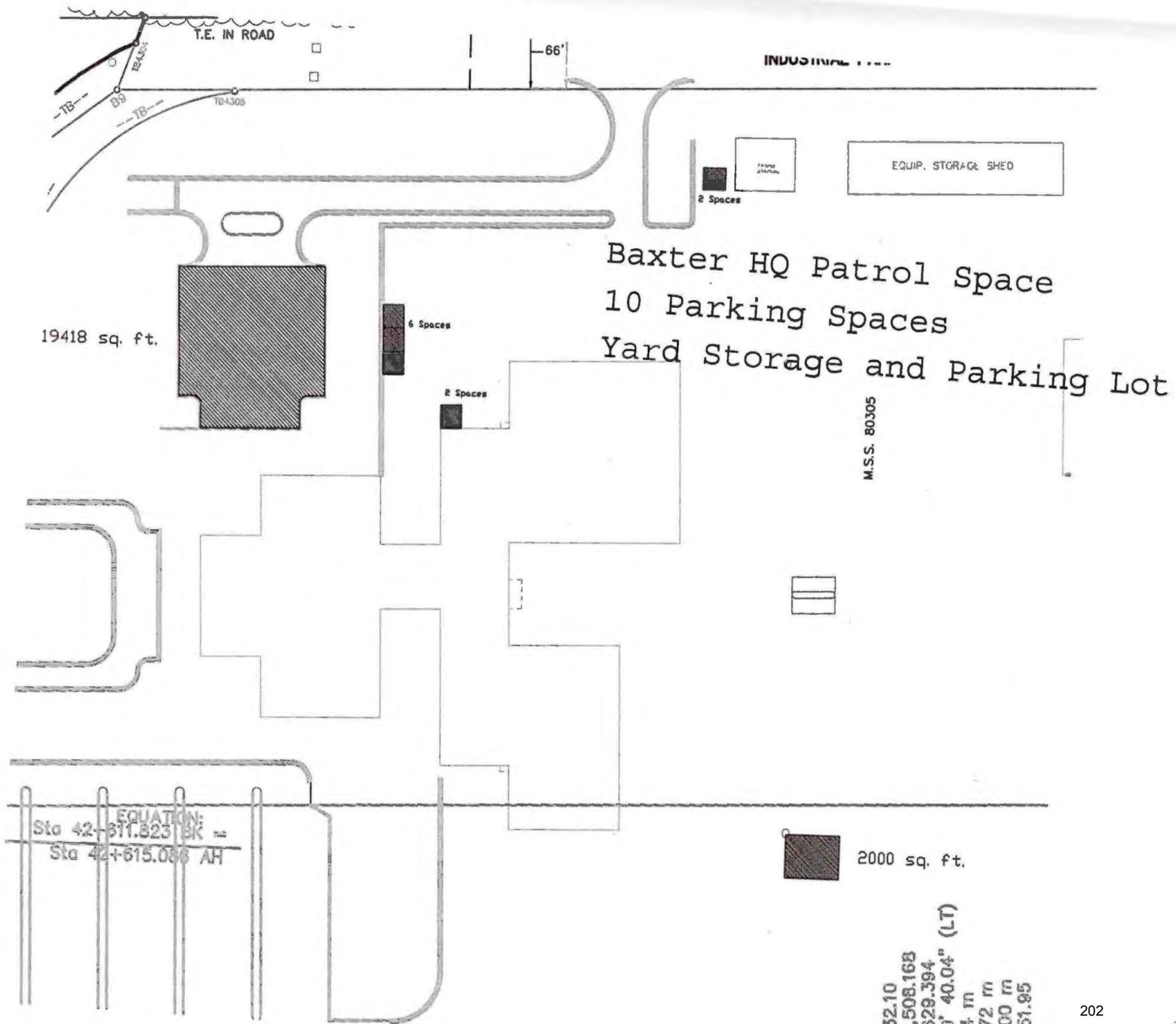
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
OFFICE OF MAINTENANCE  
FACILITIES MANAGEMENT SERVICES  
TRANSPORTATION BUILDING, 900 7TH  
ST. PAUL, MINNESOTA, 55455-3889

ADDITIONAL PARKING  
MN/DOT'S BEMIDJI HEADQUARTERS  
BEMIDJI, MINNESOTA

SHEET  
**A1**  
OF X

# Thief River Falls Yard Storage





T.E. IN ROAD

INDUSTRIAL

EQUIP. STORAGE SHED

19418 sq. ft.

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

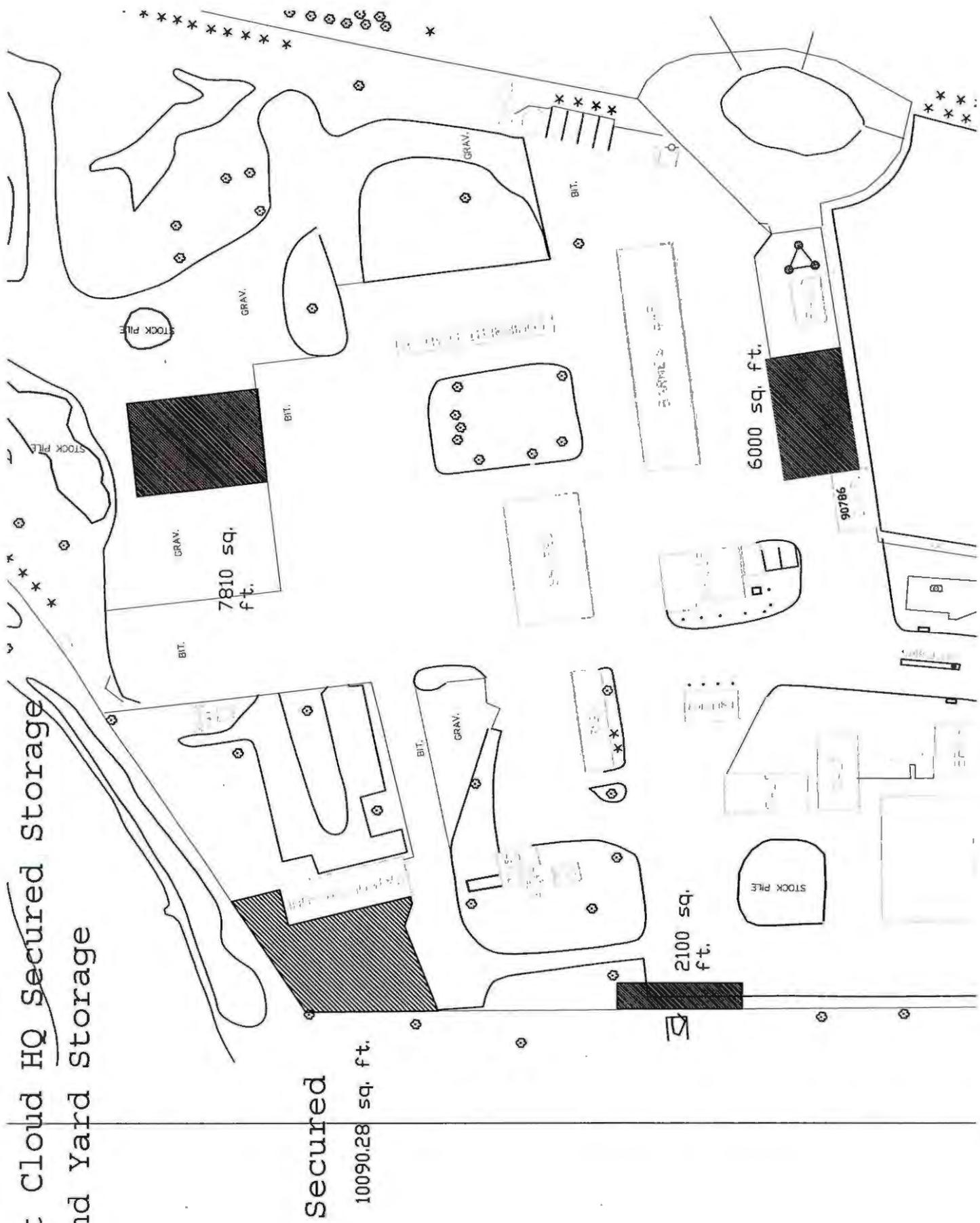
M.S.S. 80305

2000 sq. ft.

EQUATION:  
 Sta 42+611.823 BK  
 Sta 42+615.086 AH

2+532.10  
 169,508.168  
 51,629.394  
 0° 20' 40.04" (LT)  
 10.154 m  
 59.872 m  
 85.500 m  
 2+451.95

St Cloud HQ Secured Storage  
and Yard Storage



Monticello Truck Station

X = 523367.17  
Y = 215314.67

1 Parking Space

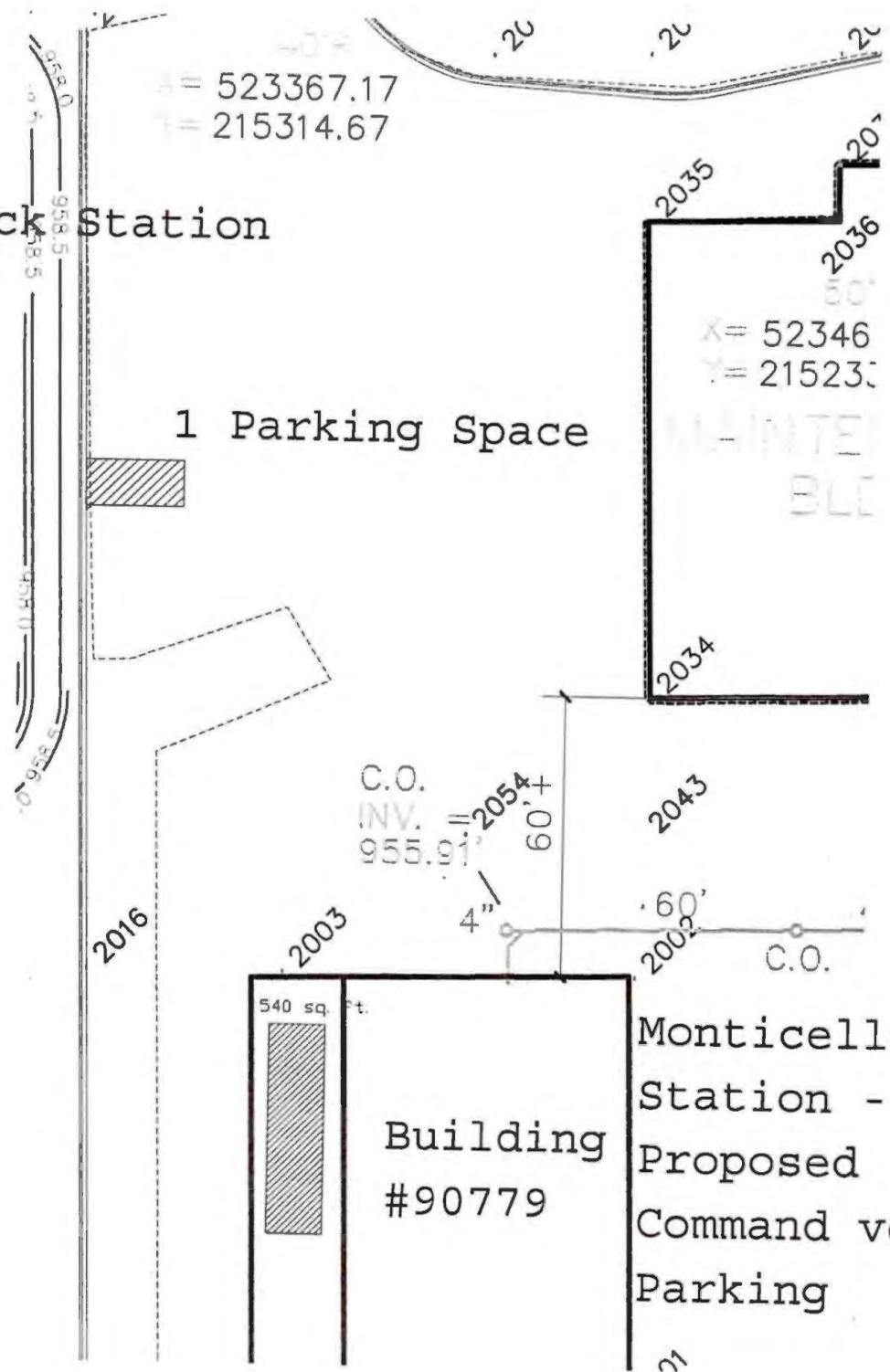
X = 52346  
Y = 21523

C.O.  
INV. = 2054'  
955.91'

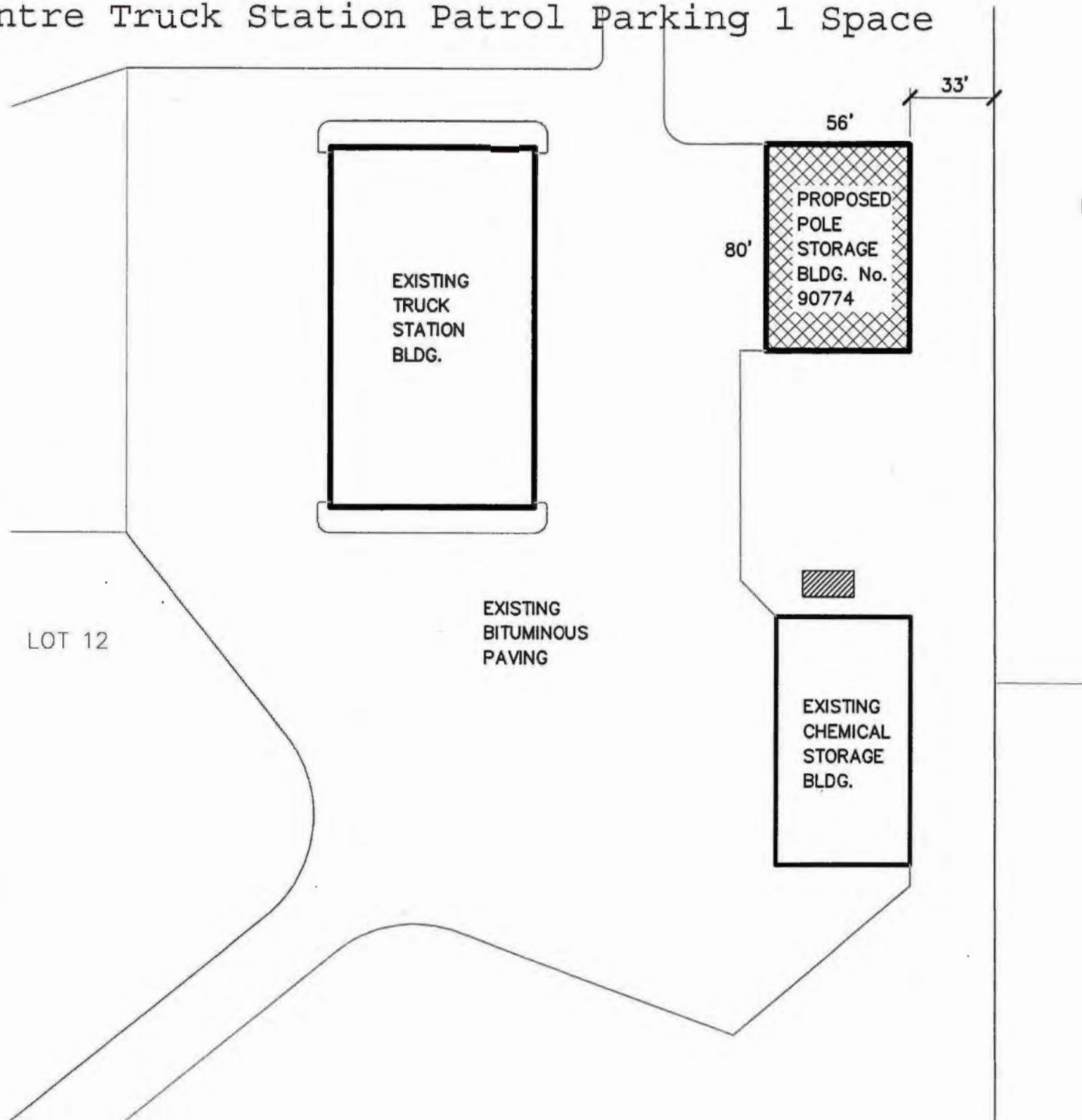
540 sq. ft.

Building  
#90779

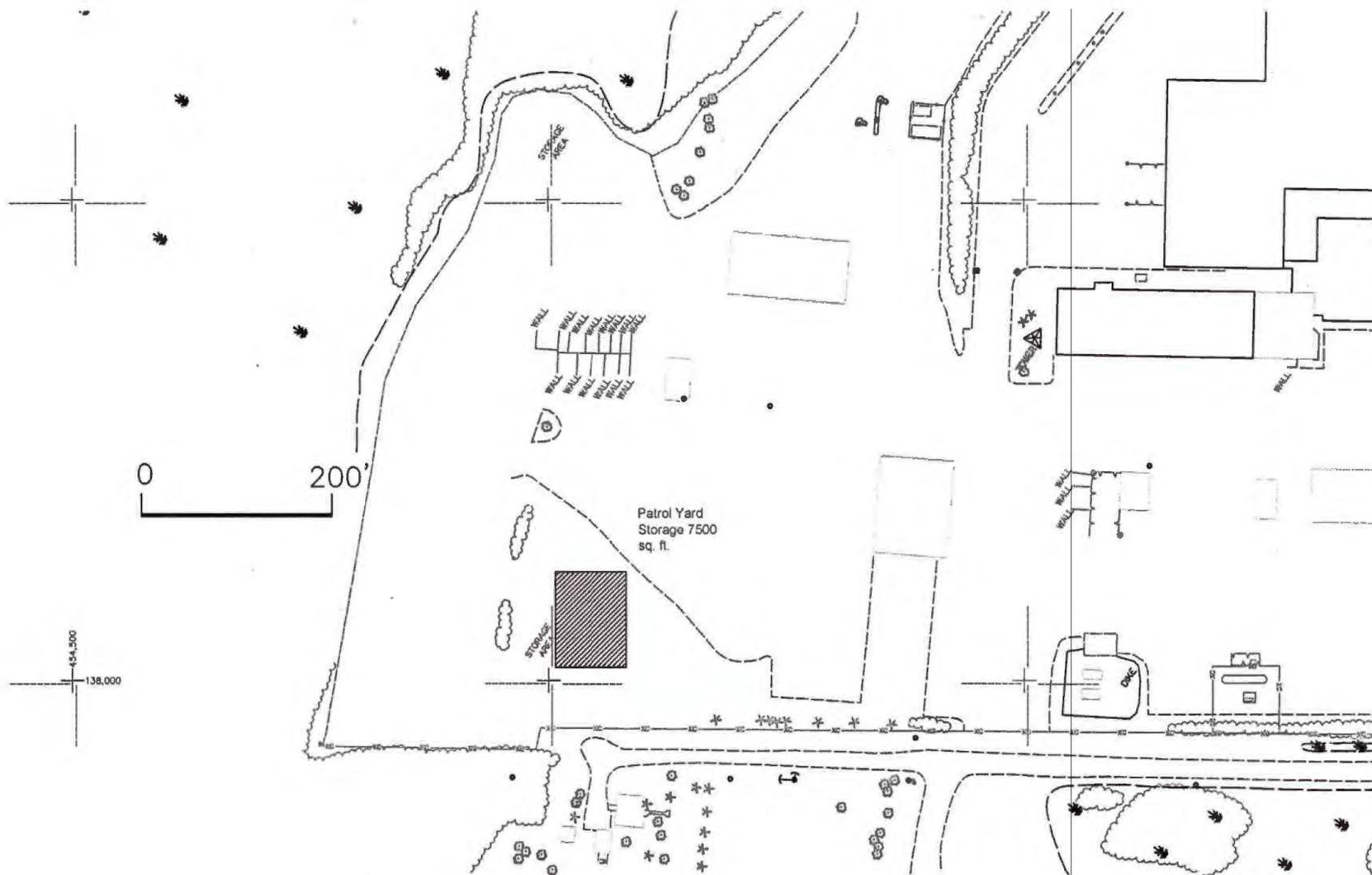
Monticello Truck  
Station -  
Proposed  
Command vehicle  
Parking



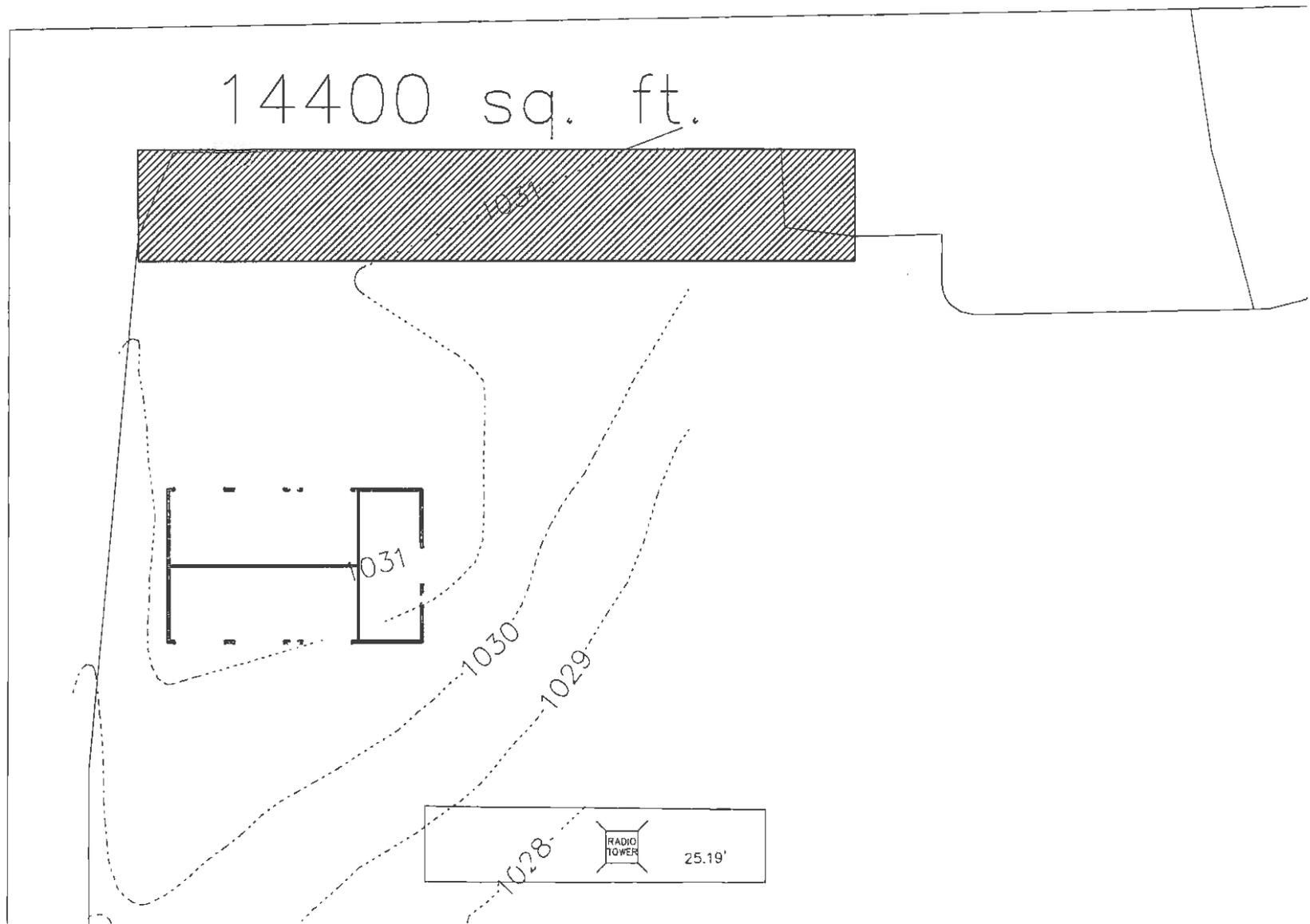
# Sauk Centre Truck Station Patrol Parking 1 Space



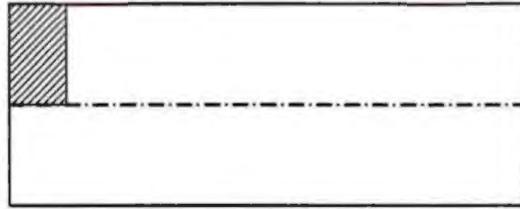
# Detroit Lakes HQ Patrol Yard Storage



# Rochester HQ Patrol Yard Storage

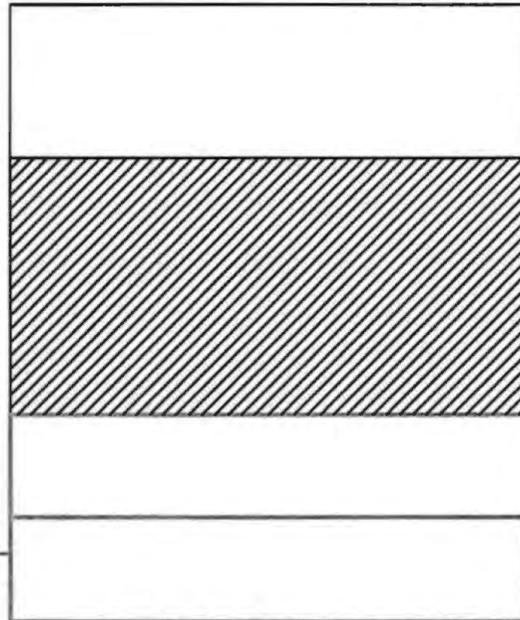


300.00 sq. ft.  
Cold Storage



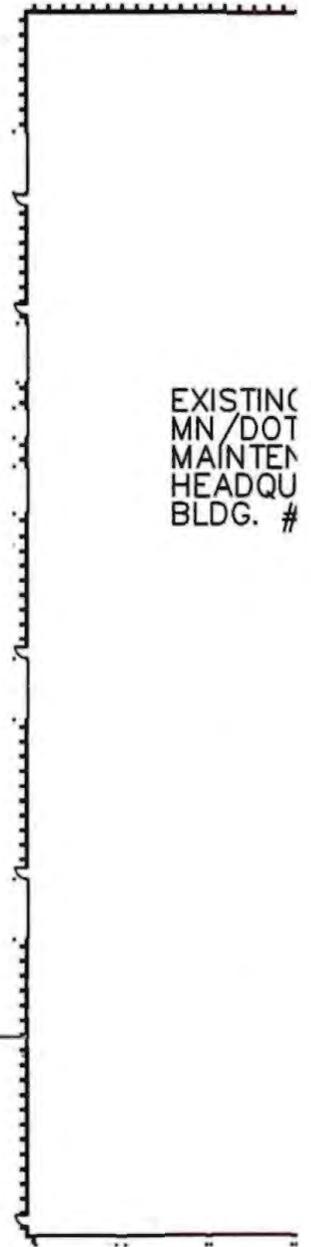
# Owatonna Hq Patrol Secured Yard Storage and Cold Storage

10277.00 sq. ft.



PROPOSED  
UNHEATED  
STORAGE  
BUILDING  
#91367

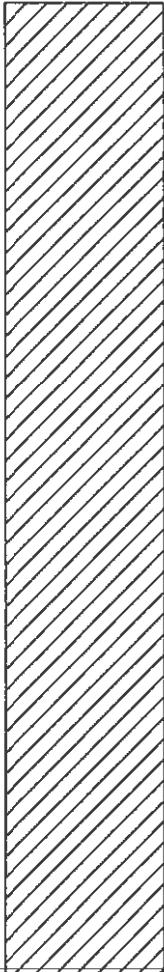
EXISTING  
MN/DOT  
MAINTEN  
HEADQU  
BLDG. #





FENCE LINE

# Mankato HQ Patrol Parking

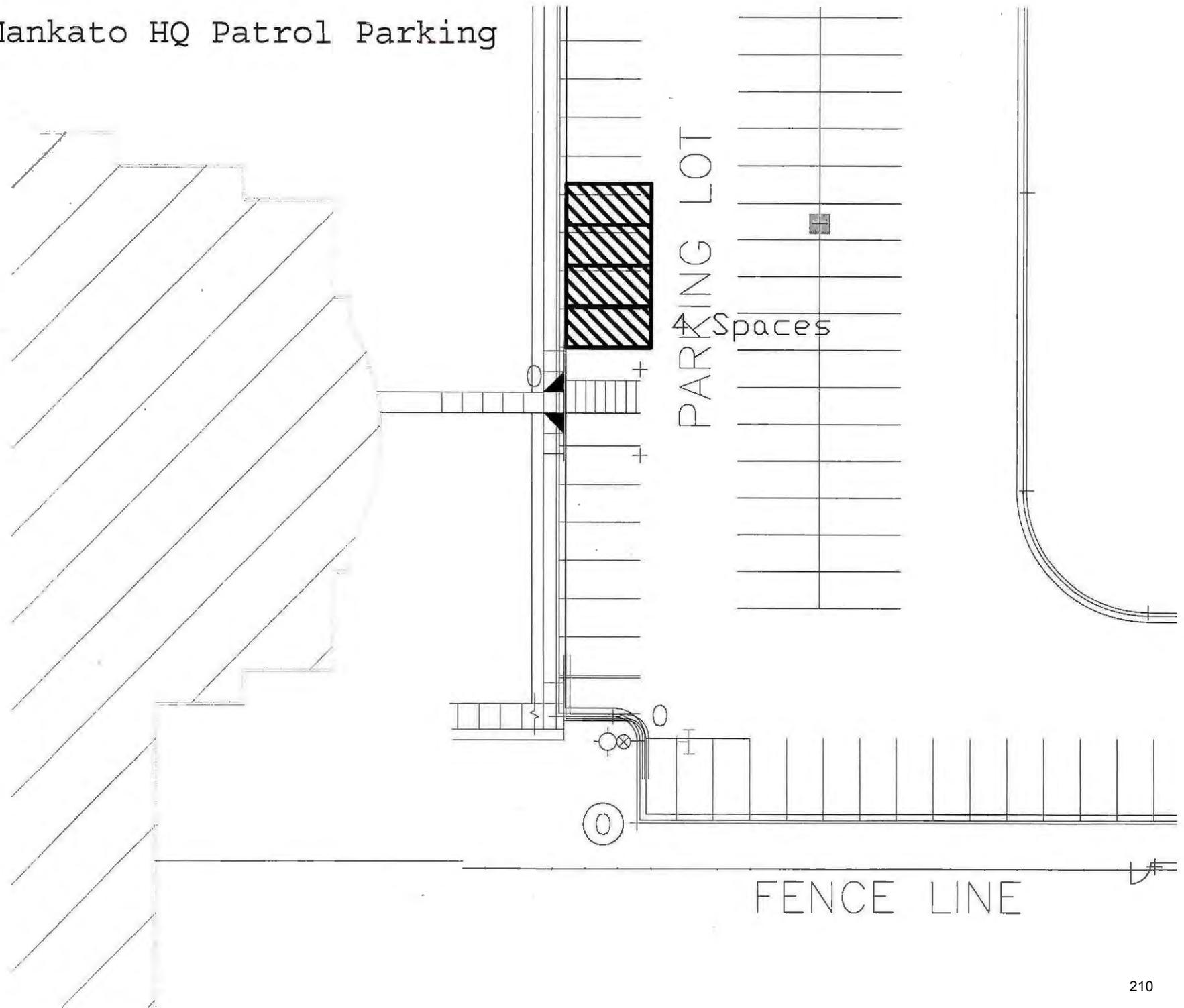


9600 sq. ft.

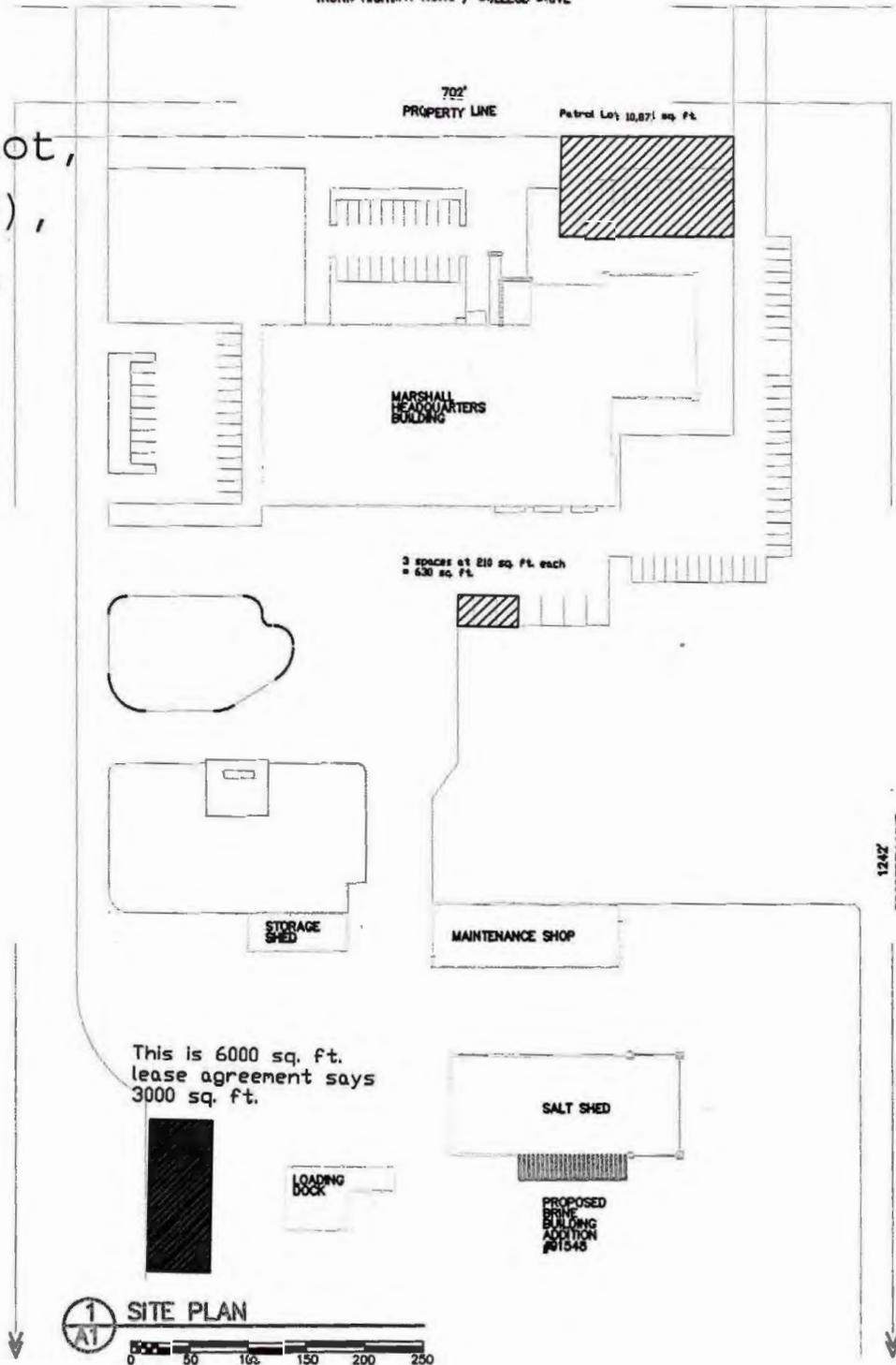
FENCE L



# Mankato HQ Patrol Parking



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



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.

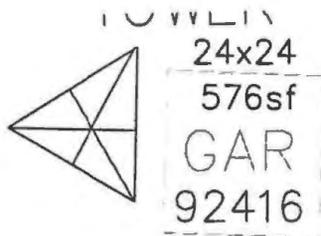
4012  
MH

6X18

2920  
4005  
6X27

6X11

24028  
2927



Golden Valley ISS yard storage BIT

SALT TRAPS

XC  
GATE

XC  
GATE



GAR

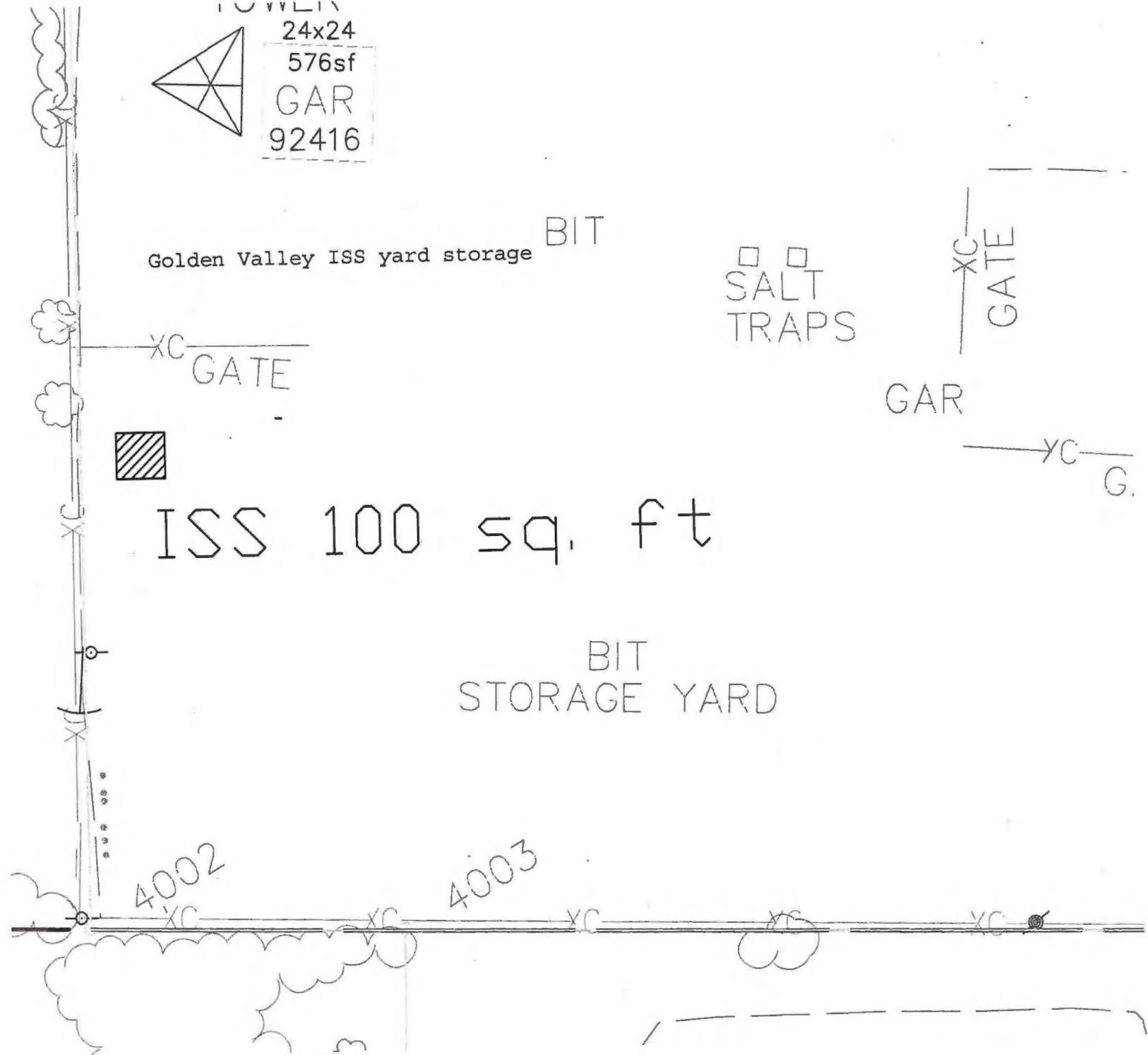
XC  
G.

ISS 100 sq. ft

BIT STORAGE YARD

4002  
XC

4003  
XC



Golden Valley ISS Parking Stalls 4 spaces

GOLDEN VALLEY HEADQUARTERS

ISS 4 spaces

BIT PARKING LOT

PED.  PED.

5 SPACES  
6018

6017

6016

B618

6014

B624

4 SPACES  
TANK (BUR)  
3 SPACES

4 SPACES

3 SPACES

2 SPACES

5 SPACES

6014  
B624

38 SPACES

24 SPACES

4 SPACES

19 SPACES

B618

B624

B624

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Project Identification:** St. Croix River Crossing Bridge Project

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Labor and Industry – MNOSHA Division.

**Recitals**

1. MnDOT desires to establish a Cooperative Compliance Partnership with MNOSHA during the St. Croix River Crossing bridge construction project (“Project”) to ensure jobsite safety.
2. MNOSHA wishes to provide Investigative staff for Compliance assistance visits to the Project as outlined in the Cooperative Compliance Partnership.
3. MnDOT has the authority to enter this agreement under Minn. Stat. §§ 471.59 and 161.20.
4. MnDOT and MNOSHA willingly agree to the terms and conditions as stated below.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 1, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

- 2.1 MNOSHA will provide Investigative staff to conduct site visits, meetings and training during the construction of the St. Croix River Crossing Bridge.

**3 Consideration and Payment**

- 3.1 MnDOT agrees to reimburse MNOSHA for Investigative staff services on the following basis:
  - 3.1.1 The rate paid for every hour an Investigative staff is engaged in on-site visit activities and related report writing. The total rate of pay will not exceed the reimbursement rate of \$38.00/hour per Investigative staff.
  - 3.1.2 Actual expenses for travel and subsistence paid to employees, not to exceed the amount specified in the Schedule issued by the Commissioner of Management and Budget.
- 3.2 MNOSHA must provide MnDOT monthly invoices documenting hours worked and travel/lodging costs for Investigative staff travelling “thirty five (35) miles or more”.
- 3.3 MNOSHA must submit the invoices electronically for payment.
- 3.4 The total obligation of MnDOT for all compensation and reimbursements to MNOSHA under this Agreement will not exceed \$110,000.

**4 Conditions of Payment**

- 4.1 All services provided by MNOSHA under this Agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Agreement, subject to an encumbrance of funds for such purposes, as required by Minnesota Statutes §16A.124. MnDOT will make

undisputed payments no later than 30 days after receiving MNOSHA invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MNOSHA within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MNOSHA within 30 days of receipt of such invoice.

- 4.3 MNOSHA must create and enter an invoice in WIRES, MNOSHA's revenue system which interfaces with SWIFT. Invoices should be sent to the MnDOT Construction Office.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

**5 Agreement Personnel**

5.1 MnDOT's Authorized Representative and Project Manager will be:

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

5.2 MNOSHA Authorized Representative will be:

Name/Title: Cindy Valentine  
Office: DLJ/MNOSHA Division  
Address: 443 Lafayette Road, St. Paul, MN 55155  
Telephone: 651-284-5602  
Fax: 651-284-5741  
E-Mail: cindy.valentine@state.mn.us

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

MnDOT Contract No.: 05777

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 3-21-14

SWIFT Contract (SC) ID No.: 76001

Purchase Order (PO) ID No.: 175709

**MNOSHA\***

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

By: Cynthia L. Valentini

Title: Workplace Safety Mgr.

Date: 03/31/14

**MnDOT**

By: [Signature]  
(with delegated authority)

Title: Asst. Division Director - ESSD

Date: 3/24/14

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Title: Contracts Administrator

Date: 4/9/2014

**AMENDMENT 01 TO MnDOT INTERAGENCY AGREEMENT #: 05777:**

Contract Start Date:	<u>04/09/2014</u>	Original Contract Amount:	<u>\$110,000.00</u>
Orig. Contract Exp. Date:	<u>06/01/2017</u>	Prev. Amendment(s) Total:	<u>N/A</u>
Amended Exp. Date	<u>12/31/2017</u>	Current Amendment Amount:	<u>\$0.00</u>
		Current Contract Total	<u>\$110,000.00</u>

Project Identification :	<u>St. Croix River Crossing Bridge Project; provide Investigative staff for Compliance assistance visits to the Project (State Project No. 8214-114</u>		
	<u>8214-114</u>		
State Project (SP):	<u>8221-82045</u>	Trunk Highway #:	<u>36</u>

This amendment is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Labor and Industry –MNOSHA Division ("MNOSHA").

**Recitals**

MnDOT has a contract with MNOSHA identified as MnDOT Contract No. 05777 ("Original Contract") to provide Investigation Staff to conduct site visits, meetings and training during the construction of the St. Croix River Crossing Bridge between Minnesota and Wisconsin, as part of the St. Croix Crossing Project ("Project")

- 1) The Original Contract expired on 6/01/2017. There was a 1-year delay in the superstructure work on the Project.
- 2) The parties wish to amend the Original Contract to cover the time that services were provided by MNOSHA. No additional funds are needed.
- 3) Both parties are willing to amend the original contract as stated below.

**Contract Amendment**

**REVISION 1.** Article 1. **Term of Agreement**, Subarticle 1.2, is amended as follows:

**1.2 Expiration Date:** This Agreement will expire on ~~June 4~~ December 31, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

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 REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]**

*SJB*  
218

**STATE ENCUMBRANCE VERIFICATION**

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

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

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

SWIFT Contract #: \_\_\_\_\_

SWIFT Purchase Order #: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: Nancy Daubenberg

(with delegated authority)

Title: Engineering Services Division Dir.

Date: 12/27/2017

**MNOSHA**

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

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

Title: Workplace Safety Director

Date: 12/21/17

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

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

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

**MnDOT CONTRACT MANAGEMENT**

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

Date: 1/2/2018

**PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF PUBLIC SAFETY, STATE PATROL DIVISION  
FOR  
RENTAL OF CLASSROOM SPACE AT MNDOT'S TRAINING CENTER**

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Public Safety, State Patrol Division ("DPS-SPD") located at: 445 Minnesota Street #130, Saint Paul, MN 55101-5130.

**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 use of and payment for rental of classroom space at MnDOT's Training Center; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-SPD officials pursuant to Minnesota law.
  - 1.2 **Expiration date.** This Agreement will expire on June 30, 2015, unless terminated earlier pursuant to Article 10.
  - 1.3 **Exhibits.** Exhibit A is attached and incorporated into this agreement.
2. **Scope of Work and Responsibilities of Each Party.** This agreement will provide for the use of classroom space as defined in Exhibit A, located in the MnDOT Training Center in Shoreview, 1900 West County Road I, Shoreview, MN 55126 to the DPS-SPD, which will be scheduled in advance for each training event.
  - 2.1 **MnDOT responsibilities.** MnDOT will:
    - 2.1.1 Create and enter an invoice in SWIFT for DPS-SPD for classroom space used from July 1, 2014 until the date this agreement is approved and, thereafter, invoice DPS-SPD monthly in SWIFT for classroom space use in accordance with pricing listed on Exhibit A.
    - 2.1.2 Reserve available classroom space per DPS-SPD request.
    - 2.1.3 Set-up classroom(s) on reserved dates per DPS-SPD request.
    - 2.1.4 Provide room clean up.
  - 2.2 **DPS-SPD responsibilities.** DPS-SPD will:
    - 2.2.1 Pay invoiced amount for classroom space used in accordance with pricing listed on Exhibit A using bilateral netting:
      - 2.2.1.1 from July 1, 2014 until this agreement is approved, and,
      - 2.2.1.2 thereafter, monthly.
    - 2.2.2 Schedule classroom use with MnDOT Training Center front desk.
    - 2.2.3 Obtain all necessary permits and licenses required for DPS-SPD training activities.

- 2.2.4 Be responsible for internal security of personnel property within the MnDOT classroom areas assigned.
- 2.2.5 Accept full responsibility for the conduct of all DPS-SPD employees and other individuals invited by DPS-SPD.

### 3. Terms of Payment

- 3.1 MnDOT will invoice DPS-SPD for classroom space used between July 1, 2014 and when this agreement is signed, and thereafter each month upon completion of monthly classroom use.
  - 3.1.1 MnDOT will create an invoice in SWIFT.
  - 3.1.2 DPS-SPD will make payment using bilateral netting.

### 4. Authorized Representatives

- 4.1 *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.

#### 4.2 *MnDOT's Authorized Representative* is

Name: Linda Hinrichs or his/her successor.  
 Title: Training Manager  
 MnDOT - Corporate Services/Office of Human Resources  
 Street Address: 1900 West County Road I, MS 206  
 City State Zip: Shoreview, MN 55126  
 Telephone: 652-366-5244  
 Email: [linda.hinrichs@state.mn.us](mailto:linda.hinrichs@state.mn.us)

#### 4.3 *DPS-SPD's Authorized Representative* is:

Name: Lori Hodapp or his/her successor.  
 Title: Captain  
 Other Party: Department of Public Safety, State Patrol Division  
 Billing Address: 445 Minnesota Street #130  
 City State Zip: Saint Paul, MN 55101-5130  
 Telephone: 651-757-1910  
 Email: [Lori.hodapp@state.mn.us](mailto:Lori.hodapp@state.mn.us)

- 5. **Liability** Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.
- 6. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the Department of Public Safety, State Patrol Division relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.
- 7. **Government Data Practices:**  
 The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.
- 8. **Assignment and Amendments**
  - 8.1 *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.

- 8.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.
9. **Waiver; Contract Complete**
- 9.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
10. **Termination:** This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party

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

**DPS-SPD**

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

By:   
Title: Acting Chief  
Date: 11/26/14

**COMMISSIONER OF TRANSPORTATION**

By:   
Title: Division Director  
Date: 12-8-14

**STATE ENCUMBRANCE VERIFICATION**

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

By:   
Date: 9-25-14  
SWIFT Contract # 83267

**COMMISSIONER OF ADMINISTRATION**

By:   
Date: 12/11/14

SWIFT

Purchase

Order #

3000029419

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

**EXHIBIT A: MnDOT CLASSROOM INFORMATION AT A GLANCE**

<b>ROOM #</b>	<b>DAILY RATE</b>	<b>Classroom Style</b>	<b>Conference Style</b>	<b>NOTES</b>	<b>Size</b>
1	\$ 100.00	60-80	40		32' x 64'
2	\$ 75.00	32	25	Smartboard	32' x32'
3	\$ 75.00	32	25		32' x32'
4	\$ 100.00	60-80	40		32' x 64'
5	\$ 250.00	18		18 computer workstations	
6	\$ 250.00	8		CAES CADD-8 computer workstations	
7	\$ 250.00	12		CAES CADD-12 computer workstations	
8	\$ 85.00	40	25-open 30-closed		30' x 46'
10	\$ 85.00	45	30		33'x46'
11	\$ 75.00	20	20		25' x34'
14	\$ 75.00	12	12	Conference style, no projector - Portable projector can be set up	15' x 20'
A	\$ 75.00	8	8	Desk top video conference equipment Tandberg Desktop Unit Rectangular table 48"x120"	30'x40'
9	\$ 75.00	14-open	14-open	Video conference room Polycom Unit-portable to other rooms	20' x 22'

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

**AMENDMENT #1 to MnDOT Partnership Agreement #06989**

Contract Start Date:	<u>07/01/2015</u>	Original Contract Amount:	<u>\$7,000.00</u>
Orig. Contract Exp. Date:	<u>06/30/2015</u>	Prev. Amendment(s) Total:	<u>\$0</u>
Amended Exp. Date	<u>06/30/2016</u>	Current Amendment Amount:	<u>\$7,000.00</u>
		Current Contract Total	<u>\$14,000.00</u>

Project Identification :	<u>Agreement provides for the rental of classroom space at the MnDOT Training Center in Shoreview, MN by DPS-SPD.</u>		
State Project (SP):	<u>NA</u>	Trunk Highway #:	<u>NA</u>
Federal Project #	<u>NA</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“State”) and Minnesota Department of Public Safety, State Patrol Division (“DPS-SPD”) located at: 445 Minnesota Street #130, Saint Paul, MN 55101-5130 (“Contractor”).

**Recitals**

1. The State has a contract with the Contractor identified as MnDOT Contract Number 06989 (“Original Contract”) to provide rental of classroom space at the MnDOT Training Center in Shoreview, MN.
2. The agreement is being amended to include room rental for an additional 1 year period.
3. The State and the Contractor 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 Agreement**” is amended as follows:

- 1.2 **Expiration date:** ~~June 30, 2015~~ June 30, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**REVISION 2.** Article 2 “**Scope of Work and Responsibilities of Each Party**” is amended as follows:

- 2.1.1 Create and enter an invoice in SWIFT for DPS-SPD for classroom space used from ~~July 1, 2014~~ July 1, 2015 until the date this agreement is approved and, thereafter, invoice DPS-SPD monthly in SWIFT for classroom space use in accordance with pricing listed on Exhibit A.
- 2.2.1 Pay invoiced amount for classroom space used in accordance with pricing listed on Exhibit A using bilateral netting:
  - 2.2.1.1 from ~~July 1, 2014~~ July 1, 2015 until this agreement is approved, and,
  - 2.2.1.2 thereafter, monthly.

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

- 3.1 MnDOT will invoice DPS-SPD for classroom space used between ~~July 1, 2014~~ July 1, 2015 and when this agreement is signed, and thereafter each month upon completion of monthly classroom use.

JC

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.***

**STATE ENCUMBRANCE  
VERIFICATION**

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

Signed: Rita Strafelda

Date: 7-2-15

SWIFT PO #: 3000029419

SWIFT CONTRACT # 83267

**DPS-SPD**

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

By: Ruelle ASher

Title: Asst. Chief

Date: 7/7/15

**DEPARTMENT OF TRANSPORTATION**

By: [Signature]

(With delegated authority)

Title: Asst Commissioner

Date: 7/16/15

**COMMISSIONER OF ADMINISTRATION**

Mn/DOT Contract Management

By: [Signature]

(With delegated authority)

Date: 7-16-2015

MMD#: \_\_\_\_\_

## EXHIBIT A

**MDOT CLASSROOM RATES**

<b>Room #</b>	<b>Rate</b>	<b>Classroom Style</b>	<b>Conference Style</b>	<b>Notes</b>	<b>Size</b>
<b>1</b>	\$ 100.00	60-80	40		32' X 64'
<b>2</b>	\$ 75.00	32	25	Smartboard	32' X 32'
<b>3</b>	\$ 75.00	32	25		32' X 32'
<b>4</b>	\$ 100.00	60-80	40		32' X 64'
<b>5</b>	\$ 250.00	18			
<b>6</b>	\$ 250.00	8		18 COMPUTER WORKSTATIONS	
<b>7</b>	\$ 250.00	12		CAES CADD- 8 COMPUTER WORKSTATIONS	
<b>8</b>	\$ 85.00	40	25-Open, 30-Closed	CAES CADD- 12 COMPUTER WORKSTATIONS	30' X 46'
<b>10</b>	\$ 85.00	45	30		33' X 46'
<b>11</b>	\$ 75.00	20	20		25' X 34'
<b>14</b>	\$ 75.00	12	12	CONFERENCE STYLE, NO PROJECTOR	15' X 20'
<b>A</b>	\$ 75.00	8	8	DESK TOP VIDEO CONFERENCE EQUIPMENT	30' X 40'
<b>9</b>	\$ 75.00	14-Open	14-Open	VIDEO CONFERENCE ROOM	20' X 22'

**PARTNERSHIP CONTRACT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
FOR  
USE OF SPACE**

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR"); acting through their respective commissioners; located at: (MnDOT) 395 John Ireland Blvd, St Paul, MN 55155-1899 and (DNR) 500 Lafayette Blvd, Box 32, St Paul, MN 55155-4032.

**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. DNR wishes to use some space in Mn/DOT's District 2 headquarters building, and MnDOT is willing to permit such use in exchange for reasonable compensation from DNR; and
3. Both parties are willing to enter this Contract to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**

- 1.1 **Effective date.** This Contract will be effective upon execution and approval by the appropriate MnDOT and DNR officials pursuant to Minnesota law.
- 1.2 **Expiration date.** This Contract will expire on June 30, 2020, unless terminated earlier pursuant to Article 10.
- 1.3 **Exhibits.** Exhibits A is attached and incorporated into this agreement.

2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide to DNR approximately 2,535 square feet, of office space, 144 square feet of heated secure storage space, and 1520 square feet of fenced yard storage space. See Exhibit A which is attached and incorporated into this agreement.

- 2.1 **MnDOT responsibilities.** MnDOT will:
  - 2.2 MnDOT will invoice DNR in SWIFT for equal quarterly payments at the beginning of September, December, March and June of each year of the contract.
    - 2.2.1 Provide the DNR with office space (for work cubicles), heated storage, and yard storage space, needed to perform its functions, consisting of approximately 2,535 square feet, of office space, 144 square feet of heated secure storage space, and 1520 square feet of fenced yard storage space. Space to be located at:

MnDOT District 2

3920 Highway 2 West  
Bemidji, MN 56601

- 2.2.2 Provide utilities including heat, electricity, water and sewer, but excluding telephone, fax, Internet and other telecommunications services.
  - 2.2.3 Provide the following computer/network connections: MnDOT will supply multimode fiber cable between Paul Bunyan connection (Bldg A) and DNR leased office locations (Bldg B). MnDOT will supply UPS connections for switches and will provide network connections in offices. MnDOT and DNR networks will be completely separate.
  - 2.2.4 Provide janitorial services and common area trash receptacles.
  - 2.2.5 Provide building and yard maintenance, including snow removal.
  - 2.2.6 Provide building security equipment, maintenance, and monitoring of security equipment for employee safety.
  - 2.2.7 Provide reasonable and non-reserved parking for DNR vehicles and guests.
  - 2.2.8 Provide access 24 hour/day, 365 days/year to appropriate buildings and secured areas.
- 2.3 ***DNR responsibilities.*** DNR will:
- 2.3.1 Pay to MnDOT an annual fee for the use of space, in equal quarterly payments due at the end of September, December, March, and June of each State Fiscal Year of this agreement, as further specified in Article 6. •
  - 2.3.2 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.
  - 2.3.3 Provide, manage, and maintain all of its own computer equipment and peripherals, including (but not limited to): copiers, printers, telephones, computers, and network switches.
  - 2.3.4 Install new connection into the District 2 MnDOT building in Bemidji on Paul Bunyan fiber.
  - 2.3.5 DNR will provide two switches - one in Bldg A to terminate the Paul Bunyan connection and convert it to Multimode fiber and one to supply connections to the DNR network devices (computers, phones, printers, etc.). DNR will supply all fiber patch cables needed to complete fiber links between Bldg A and Bldg B.

### 3. Method of Determining Payment Amounts

- 3.1 To determine square foot charges for use of space, MnDOT has utilized a combination of the factors listed below. If the parties agree to extend the term of this Agreement, the charges for such extension period may also be determined using a combination of the factors listed below:
  - 3.1.1 Local rental space averages; and/or,
  - 3.1.2 The Department of Administration cost recovery method; and/or,
  - 3.1.3 The Building Owners and Managers Experience Exchange Report.

### 4. Terms of Payment: DNR will pay the amount of rent listed in Exhibit A for the facilities below.

- 4.1 871 square feet of leased office space,
- 4.2 144 square feet of leased warm storage space,
- 4.3 1,520 square feet of yard storage space.
- 4.4 DNR's total obligation will not exceed \$63,690.15.

- 4.5 MnDOT will invoice DNR in SWIFT for equal quarterly payments.
- 4.6 DNR will pay MnDOT using the bilateral netting process in SWIFT due at the end of September, December, March and June of each State fiscal year.
- 4.7 MnDOT will then credit the appropriate MnDOT District Operating Funds account.

5. **Authorized Representatives**

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

5.2 *MnDOT's Authorized Representative* is

Name:	Robert Miller	or successor.
Title:	Director, Building Services	
MnDOT -	Office of Maintenance	
Street Address:	395 John Ireland Blvd MS 715	
City State Zip:	St Paul MN 55155	
Telephone:	651-366-3573	
Email:	Robert.miller@state.mn.us	

5.3 *DNR's Authorized Representative* is:

Name:	Kent Lokkesmoe	or successor.
Title:	Management Resources Administrator	
Other Party:	Department of Natural Resources	
Billing Address:	500 Lafayette Blvd Box 32	
City State Zip:	St Paul MN 55155-4012	
Telephone:	651-259-5701	
Email:	<a href="mailto:kent.lokkesmoe@state.mn.us">kent.lokkesmoe@state.mn.us</a>	

6. **Liability:** Each party is solely responsible for its own acts or omissions associated with the maintenance operations covered by this Agreement. The liability of the parties is governed by Minnesota Statutes §3.736 and other applicable law.
7. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the DNR relevant to this Contract are subject to examination by State and the Legislative Auditor for a minimum of six years.

8. **Government Data Practices:**

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

9. **Assignment and Amendments**

- 9.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Contract 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.
- 9.2 *Amendments.* Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

10. **Waiver; Contract Complete**

10.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.

10.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

11. **Termination:** This Contract may be terminated by either party, with or without cause, upon 30 days written notice to the other party

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

**DNR**

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

By: [Signature]  
Title: mgr  
Date: 4.28.15

**COMMISSIONER OF TRANSPORTATION**

By: [Signature]  
Title: Division Director  
Date: 5/4/15

**DNR ENCUMBRANCE VERIFICATION**

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

By: [Signature]  
Date: 4-27-15  
SWIFT Contract # 88231

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
Date: 5/6/15

SWIFT Purchase Order # FY 16 Encumbrance

As rent for 971 square feet of leased office space, DNR will pay MnDOT according the the following rate

FY 2016	\$ 10.53 /square feet, for a subtotal of	\$ 10,224.63
FY 2017	\$ 10.77 /square feet, for a subtotal of	\$ 10,457.67
FY 2018	\$ 11.01 /square feet, for a subtotal of	\$ 10,690.71
FY 2019	\$ 11.27 /square feet, for a subtotal of	\$ 10,943.17
FY 2020	\$ 11.51 /square feet, for a subtotal of	\$ 11,176.21
Subtotal Office Space.		\$ 53,492.39

As rent for 144 square feet of leased warm storage space, DNR will pay MnDOT according the the following rate

FY 2016	\$ 10.53 /square feet, for a subtotal of	\$ 1,516.32
FY 2017	\$ 10.77 /square feet, for a subtotal of	\$ 1,550.88
FY 2018	\$ 11.01 /square feet, for a subtotal of	\$ 1,585.44
FY 2019	\$ 11.27 /square feet, for a subtotal of	\$ 1,622.88
FY 2020	\$ 11.51 /square feet, for a subtotal of	\$ 1,657.44
Subtotal Warm Storage Space		\$ 7,932.96

As rent for 1,520.00 square feet of Yard Storage space, DNR will pay MnDOT according the the following rate

FY 2016	\$ 0.29 /square feet, for a subtotal of	\$ 440.80
FY 2017	\$ 0.29 /square feet, for a subtotal of	\$ 440.80
FY 2018	\$ 0.30 /square feet, for a subtotal of	\$ 456.00
FY 2019	\$ 0.30 /square feet, for a subtotal of	\$ 456.00
FY 2020	\$ 0.31 /square feet, for a subtotal of	\$ 471.20
Subtotal Yard Storage Space		\$ 2,264.80

Total Annual Lease amounts		Quarterly Payments
FY 2016	\$ 12,181.75	4 \$ 3,045.44
FY 2017	\$ 12,449.35	4 \$ 3,112.34
FY 2018	\$ 12,732.15	4 \$ 3,183.04
FY 2019	\$ 13,022.05	4 \$ 3,255.51
FY 2020	\$ 13,304.85	4 \$ 3,326.21
Total Agreement	\$ 63,690.15	

**AMENDMENT # 1 TO MnDOT PARTNERSHIP #: 07142.**

Contract Start Date:	<u>05/06/2015</u>	Original Contract Amount:	<u>\$63,690.15</u>
Orig. Contract Exp. Date:	<u>06/30/2020</u>	Prev. Amendment(s) Total:	<u>\$ 0.00</u>
Amended Exp. Date	<u>06/30/2020</u>	Current Amendment Amount:	<u>(\$44,119.81)</u>
		Current Contract Total	<u>\$19,570.34</u>

Project Identification : DNR Use of Space

This Amendment is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR"); acting through their respective commissioners; located at: (MnDOT) 395 John Ireland Blvd, St Paul, MN 55155-1899 and (DNR) 500 Lafayette Blvd, Box 32, St Paul, MN. 55155-4032.

**Recitals**

1. MnDOT has a contract with DNR identified as MnDOT Contract Number 07142 ("Original Contract") DNR wishes to use some space in Mn/DOT's District 2 headquarters building, and MnDOT is willing to permit such use in exchange for reasonable compensation from DNR; and
2. MnDOT needs have changed and the office space previously used by DNR is no longer available.
3. MnDOT and DNR 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 1.3. *Exhibits*; is amended as follows:

- 1.3 *Exhibits.* Exhibits AA1 is attached and incorporated into this agreement.

**REVISION 2.** Article 2. *Scope of Work and Responsibilities of Each Party* is amended as follows:

2. *Scope of Work and Responsibilities of Each Party.* MnDOT will provide to DNR approximately 2,535 square feet of office space, 144 square feet of heated secure storage space, and 1520 square feet of fenced yard storage space. See Exhibit AA1 which is attached and incorporated into this agreement.

*MAB  
KWB 5.13.14*

**REVISION 3.** Article 2.2.1 and Article 4 *Terms of Payment* are deleted in their entirety and replaced as follows:

- 2.2.1 Provide the DNR with heated storage, and yard storage space needed to perform its functions, consisting of approximately, 144 square feet of heated secure storage space, and 1,520 square feet of fenced yard storage space. Space to be located at:

MnDOT District 2  
Partnership Agreement Rev. 02/19/2014  
MnDOT Contract #  
3920 Highway 2 West  
Bemidji, MN 56601

4. **Terms of Payment:** DNR will pay the amount of rent listed in Exhibit A1 for the facilities below.
- 4.1 144 square feet of leased warm storage space,
  - 4.2 1,520 square feet of yard storage space.
  - 4.3 DNR's total obligation will not exceed \$19,570.34.
  - 4.5 MnDOT will invoice DNR in SWIFT for equal quarterly payments except for quarter four of FY 2016 which will be prorated monthly until DNR vacates the office space by June 1, 2016 (see Exhibit A1).
  - 4.6 DNR will pay MnDOT using the bilateral netting process in SWIFT due at the end of September, December, March and June of each State fiscal year.
  - 4. MnDOT will then credit the appropriate MnDOT District Operating Funds account.

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.***

**STATE ENCUMBRANCE  
VERIFICATION**

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

Signed: Rebecca Stela

Date: 4-29-16

Contract 80231

SWIFT PO #: 3006079515

**DEPARTMENT OF TRANSPORTATION**

By: [Signature]  
(With delegated authority)

Title: Asst. Commissioner

Date: 5/26/16

**CONTRACTOR**

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

By: [Signature]

Title: mgr mgr

Date: 5-13-16

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

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

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

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
(With delegated authority)

Date: 6/2/16

MMD#: \_\_\_\_\_

As rent for	971 square feet of leased office space, DNR will pay MnDOT according to the following rate.		
FY 2016	\$ 10.53	X square feet, for a subtotal of	\$10,224.63
FY 2017			
FY 2018			
FY 2019			
FY 2020			
<b>Subtotal Office Space through</b>			<b>\$10,224.63</b>

As rent for	144 square feet of leased warm storage space, DNR will pay MnDOT according to the following rate.		
FY 2016	\$ 10.53	X square feet, for a subtotal of	\$1,516.32
FY 2017	\$ 10.77	X square feet, for a subtotal of	\$1,550.88
FY 2018	\$ 11.01	X square feet, for a subtotal of	\$1,585.44
FY 2019	\$ 11.27	X square feet, for a subtotal of	\$1,622.88
FY 2020	\$ 11.51	X square feet, for a subtotal of	\$1,657.44
<b>Subtotal Warm Storage Space</b>			<b>\$7,932.96</b>

As rent for	1,520 square feet of leased yard storage space, DNR will pay MnDOT according to the following rate.		
FY 2016	\$ 0.29	X square feet, for a subtotal of	\$440.80
FY 2017	\$ 0.29	X square feet, for a subtotal of	\$440.80
FY 2018	\$ 0.30	X square feet, for a subtotal of	\$456.00
FY 2019	\$ 0.30	X square feet, for a subtotal of	\$456.00
FY 2020	\$ 0.31	X square feet, for a subtotal of	\$471.20
<b>Subtotal Yard Storage Space</b>			<b>\$2,264.80</b>

Total Annual Lease Amounts		Quarterly Payments	FY 16 Q1-3 Quarterly Amount	FY 16 Q4 Amount	Total FY 16 Amount
FY 2016	\$11,329.70	3	\$ 3,045.44	\$2,193.39	\$11,329.70
FY 2017	\$1,991.68	4	\$ 497.92		
FY 2018	\$2,041.44	4	\$ 510.36		
FY 2019	\$2,078.88	4	\$ 519.72		
FY 2020	\$2,128.64	4	\$ 532.16		
<b>Total Obligation</b>	<b>\$19,570.34</b>				

FY 2016 Last Quarter (April-June) is prorated for use of Office Space. DNR to vacate by June 1, 2016.	\$852.05	\$ 1,704.11	plus FY 2016 Q4 Warm and Yard Storage	\$489.28	Equals last FY 2016 Payment	\$2,193.39
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STATE OF MINNESOTA

LEASE

LEASE NO. 11415-A

THIS LEASE AGREEMENT is made 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, the Commissioner of Administration is empowered by Minnesota Statute 16B.24 Subd. 6 to lease non-state owned property;

WITNESSETH: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows:

1. **LEASED PREMISES.** LESSOR grants and LESSEE accepts a lease of the following described Leased Premises located in the City of Thief River Falls, County of Pennington, Minnesota 56701 to wit:

Approximately six hundred seventy five (675) usable square feet of space as shown on the floor plans attached hereto as Exhibit A, in the building known as the Thief River Falls Department of Transportation Building located at 250 125<sup>th</sup> Avenue NE, as follows:

<u>Location</u>	<u>Square Feet</u>	<u>Use</u>
Main Floor	482	Testing / Waiting Area
Main Floor	133	Office
Main Floor	<u>60</u>	Storage
TOTAL	675	

2. **USE.** LESSEE shall use and occupy the Leased Premises only as testing and waiting room, office, and storage and for such related activities.

3. **TERM.**

- 3.1 The term of this Lease Agreement is four (4) years, eleven (11) months, twenty-one (21) days, commencing on July 11, 2005, and continuing through June 30, 2010 ("Lease Term").

- 3.2 Adjustment of Commencement Date. In the event LESSEE takes possession of the entire Leased Premises on or before July 1, 2005, then:
- a. The commencement date shall be determined according to the date LESSEE takes possession of the Leased Premises in its entirety.
  - b. The parties shall, by amendment to be executed in the same manner as the execution of this Lease Agreement, establish the correct commencement date and rental amounts. If the commencement date is other than the first day of the month, the rent for the first month of occupancy shall be prorated to an amount which is equal to the product obtained by multiplying the monthly rental by a fraction, the numerator (number of leased days in the month that the Leased Premises are occupied) and the denominator (equal to the number of days in the applicable calendar month).

#### 4. RENT.

- 4.1 As rent for the Leased Premises and in consideration for all covenants, representations and conditions of the Lease Agreement, LESSEE agrees to pay to LESSOR the sum of Twenty Seven Thousand One Hundred Ninety and 82/100 Dollars (\$27,190.82) for the term of the Lease Agreement, such amount shall be paid in accordance with the rent schedule set forth below:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
✓ 07/11/05 - 07/31/05	675	\$8.10	\$308.65	\$308.65
✓ 08/01/05 - 06/30/10	675	\$8.10	\$455.63	\$26,882.17
			TOTAL	\$27,190.82

- 4.2 LESSEE agrees to pay LESSOR the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

State of Minnesota  
 Department of Transportation  
 Office of Financial Management, Financial Operations  
 Transportation Building, MS 215  
 395 John Ireland Boulevard  
 St. Paul MN 55155-1899

- 4.3 All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to:

State of Minnesota  
Department of Public Safety  
Accounts Payable  
444 Cedar Street, Suite 126  
St. Paul MN 55101-5126

4.4 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension or renewal thereof.

5. **TERMINATION.**

5.1 This Lease 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.

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

6. **DUTIES OF LESSOR.** LESSOR shall furnish and provide for the use of LESSEE:

- a. heat, electricity, sewer and water,
- b. table, desks, chairs and reception counter,
- c. janitorial service, and
- d. trash removal.

7. **DUTIES OF LESSEE.** Except as otherwise provided herein, LESSEE shall:

- a. furnish materials and services required for its use of the Leased Premises;
- b. maintain the Leased Premises in a reasonably good condition and state of repair during the continuance of its tenancy; and
- c. surrender the Leased Premises to LESSOR at the termination of such tenancy in such condition as the same are in at the commencement of such tenancy, reasonable wear and damage by the elements excepted.

8. **INSURANCE.**

- 8.1 LESSOR and LESSEE 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.
- 8.2 LESSEE agrees that LESSOR assumes by this Lease Agreement no liability for loss of LESSEE'S personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to LESSOR'S negligence, acts or omissions as determined by a court of law.

9. **MAINTENANCE AND REPAIRS.**

- 9.1 It shall be the duty of LESSOR to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- 9.2 LESSOR 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 Agreement, provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of LESSEE, nor shall LESSOR bear the expense of repairs to the Leased Premises necessitated by damage caused by LESSEE beyond normal wear and tear.

10. **OTHER CONDITIONS.**

- 10.1 LESSEE 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 LESSOR or obtained and paid for by LESSEE.
- 10.2 LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises 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.

11. **BUILDING ACCESS AND SERVICES.**

- 11.1 LESSOR shall provide building access and services to the Leased Premises from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 11.2 LESSOR shall provide access to the Leased Premises seven days per week, twenty-four hours per day for authorized employees of LESSEE.

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

LESSEE  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the Department of  
Public Safety

By Susan T. Estes  
Real Estate Management Division

By Susan T. Estes  
Real Estate Management Division

Date AUG 26 2005

Date AUG 11 2005

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By [Signature]

By [Signature]

Title TRANSPORTATION DISTRICT ENGINEER

Title Director, Road & Admin. Services

Date 8/23/2005

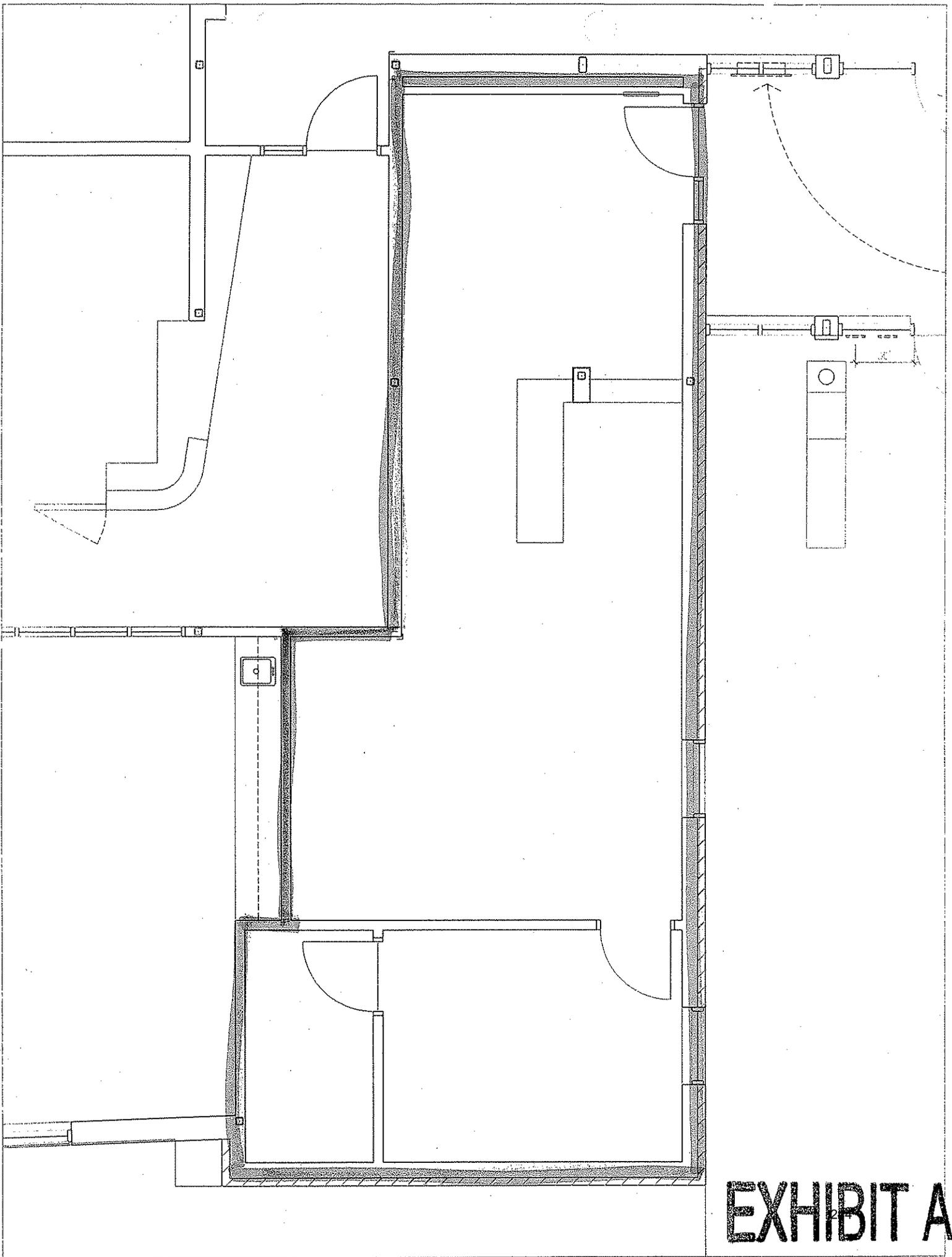
Date 8/3/05

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

By Vubee Zalesky

Date July 29, 2005

CFMS Contract No. A-78898



**EXHIBIT A**

**STATE OF MINNESOTA**

**AMENDMENT OF LEASE**

Amendment No. 1 to

Lease Agreement No. 11415-A

THIS AGREEMENT made this 26th day of April, 2006, 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, shall be considered as an amendment and addition to Lease Agreement No. 11415-A.

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into Lease Agreement No. 11415-A, dated August 11, 2005, involving the rental of six hundred seventy five (675) usable square feet of office space, to be used as a Driver and Vehicle Testing Site, in the Thief River Falls Department of Transportation Building, located at 250 125<sup>th</sup> Avenue NE;

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

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease Agreement No. 11415-A.

1. **SQUARE FOOTAGE INCREASE** Effective May 1, 2006, and continuing through June 30, 2010, LESSOR grants and LESSEE accepts the lease of approximately two thousand two hundred fifty (2,250) usable square feet of parking lot space, locate on the southwest corner of the south parking lot to be used between the hours of 8:00 a.m. and 4:00 p.m. on Monday of each week for skills test, as shown on the attached Exhibit A, resulting in a new total of two thousand nine hundred twenty five (2,925) usable square feet of space leased.
2. **RENT** Effective May 1, 2006, and continuing through June 30, 2010, LESSEE shall pay LESSOR according to the following rent schedule:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
<b>5/1/06 - 6/30/10</b>				
Office	675	\$8.10	\$455.63	\$22,781.50
Parking lot	<u>2,250</u>		<u>\$31.88</u>	<u>\$1,594.00</u>
	2,925		\$487.51	<b>\$24,375.50</b>

3. Except as modified by the provisions of this Amendment, said Lease Agreement 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 Management Division

Date MAY 31 2008

LESSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the Department of  
Public Safety

By Susan T. Estes  
Real Estate Management Division

Date MAY 18 2008

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By [Signature]

Title DISTRICT ENGINEER

Date 5/25/2006

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By [Signature]

Title Director, Fleet Admin Services

Date 5/10/06

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

By Wibbie Galinsky

Date May 15, 2008

CFMS Contract No. A 28898

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 2 to

Lease Agreement No. 11245-A

THIS AGREEMENT made this 26th day of August, 2005, 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 Vehicle Services, shall be an amendment and addition to Lease Agreement No. 11245-A.

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into Lease Agreement No. 11245-A, dated August 27, 2002 involving the rental of approximately one thousand one hundred two (1,102) usable square feet of office space in the building located at 1000 Highway 10 West, in the City of Detroit Lakes.

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

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of the Lease Agreement No. 11245-A effective as of the date set forth hereinafter.

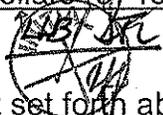
1. RENEWAL TERM LESSOR and LESSEE hereby agree that this Lease Agreement shall be renewed for an additional term of five (5) years, commencing on July 1, 2005 and continuing through June 30, 2010, at the same terms and conditions as set forth in the Lease Agreement, except as provided for herein.

2. RENT

2.1. LESSEE shall pay LESSOR for the renewal term the sum of Forty Four Thousand Six Hundred Thirty One and no/100 dollars (\$44,631.00) payable in equal monthly payments of ~~Eight Hundred Twenty and 99/100 Dollars (\$743.85)~~ at a gross rate of \$8.10 per useable square foot per year.

2.2. LESSEE agrees to pay LESSOR the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

State of Minnesota  
Department of Transportation

 8926.20/45

Office of Financial Management  
Financial Operations  
Mail Stop 215  
Transportation Building, Fifth Floor  
395 John Ireland Boulevard  
St. Paul MN 55155-1899

- 2.3 All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to:

State of Minnesota  
Department of Public Safety  
Accounts Payable  
444 Cedar Street, Suite 126  
St. Paul MN 55101-5126

3. Except as modified by the provisions of this Amendment, said Lease Agreement 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 Management Division

Date NOV 22 2005

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

By Susan T. Estes  
Real Estate Management Division

Date SEP 30 2005

APPROVED  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

BY Lee K Bergot

TITLE TRANSPORTATION DISTRICT ENGINEER

DATE 10/28/05

APPROVED  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By [Signature]

Title Inspector, Animal Welfare Services

Date 09/27/05

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

By Vickie Zalesky

Date 9/19/05

CFMS Contract No. A39442

**STATE OF MINNESOTA**

**AMENDMENT OF LEASE**

Amendment No. 1 to

Lease Agreement No. 11415-A

THIS AGREEMENT made this 26th day of April, 2006, 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, shall be considered as an amendment and addition to Lease Agreement No. 11415-A.

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into Lease Agreement No. 11415-A, dated August 11, 2005, involving the rental of six hundred seventy five (675) usable square feet of office space, to be used as a Driver and Vehicle Testing Site, in the Thief River Falls Department of Transportation Building, located at 250 125<sup>th</sup> Avenue NE;

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

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease Agreement No. 11415-A.

1. **SQUARE FOOTAGE INCREASE** Effective May 1, 2006, and continuing through June 30, 2010, LESSOR grants and LESSEE accepts the lease of approximately two thousand two hundred fifty (2,250) usable square feet of parking lot space, locate on the southwest corner of the south parking lot to be used between the hours of 8:00 a.m. and 4:00 p.m. on Monday of each week for skills test, as shown on the attached Exhibit A, resulting in a new total of two thousand nine hundred twenty five (2,925) usable square feet of space leased.
2. **RENT** Effective May 1, 2006, and continuing through June 30, 2010, LESSEE shall pay LESSOR according to the following rent schedule:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
<b>5/1/06 - 6/30/10</b>				
Office	675	\$8.10	\$455.63	\$22,781.50
Parking lot	<u>2,250</u>		<u>\$31.88</u>	<u>\$1,594.00</u>
	2,925		\$487.51	<b>\$24,375.50</b>

3. Except as modified by the provisions of this Amendment, said Lease Agreement 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 Management Division

Date MAY 31 2008

LESSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the Department of Public Safety

By Susan T. Estes  
Real Estate Management Division

Date MAY 18 2008

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By [Signature]

Title DISTRICT ENGINEER

Date 5/25/2006

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By [Signature]

Title Director, Asset Admin. Services

Date 5/10/06

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

By Wibie Galinsky

Date May 15, 2008

CFMS Contract No. A 28898

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 2 to

Lease Agreement No. 11245-A

THIS AGREEMENT made this 26th day of August, 2005, 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 Vehicle Services, shall be an amendment and addition to Lease Agreement No. 11245-A.

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into Lease Agreement No. 11245-A, dated August 27, 2002 involving the rental of approximately one thousand one hundred two (1,102) usable square feet of office space in the building located at 1000 Highway 10 West, in the City of Detroit Lakes.

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

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of the Lease Agreement No. 11245-A effective as of the date set forth hereinafter.

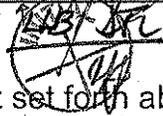
1. RENEWAL TERM LESSOR and LESSEE hereby agree that this Lease Agreement shall be renewed for an additional term of five (5) years, commencing on July 1, 2005 and continuing through June 30, 2010, at the same terms and conditions as set forth in the Lease Agreement, except as provided for herein.

2. RENT

2.1. LESSEE shall pay LESSOR for the renewal term the sum of Forty Four Thousand Six Hundred Thirty One and no/100 dollars (\$44,631.00) payable in equal monthly payments of ~~Eight Hundred Twenty and 99/100 Dollars (\$743.85)~~ at a gross rate of \$8.10 per useable square foot per year.

2.2. LESSEE agrees to pay LESSOR the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

State of Minnesota  
Department of Transportation

 8926.20/45

Office of Financial Management  
Financial Operations  
Mail Stop 215  
Transportation Building, Fifth Floor  
395 John Ireland Boulevard  
St. Paul MN 55155-1899

- 2.3 All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to:

State of Minnesota  
Department of Public Safety  
Accounts Payable  
444 Cedar Street, Suite 126  
St. Paul MN 55101-5126

3. Except as modified by the provisions of this Amendment, said Lease Agreement 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 Management Division

Date NOV 22 2005

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

By Susan T. Estes  
Real Estate Management Division

Date SEP 30 2005

APPROVED  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

BY Lee K. Berger

TITLE TRANSPORTATION DISTRICT ENGINEER

DATE 10/28/05

APPROVED  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By [Signature]

Title Director, Animal Welfare Services

Date 09/27/05

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

By Vivie Zalesky

Date 9/19/05

CFMS Contract No. A39442

STATE OF MINNESOTA

AMENDMENT OF LEASE

Amendment No. 2 to

Lease Agreement No. 11415-A

THIS AGREEMENT made 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, shall be considered as an amendment and addition to Lease Agreement No. 11415-A.

WITNESSETH:

WHEREAS, LESSOR and LESSEE entered into Lease Agreement No. 11415-A, dated August 11, 2005, involving the rental of a total of two thousand nine hundred twenty five (2,925) usable square feet comprised of six hundred seventy five (675) usable square feet of office space and two thousand two hundred fifty (2,250) usable square feet of parking lot space, to be used as a Driver and Vehicle Testing Site, in the Thief River Falls Department of Transportation Building, located at 250 125<sup>th</sup> Avenue NE in Thief River Falls;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease Agreement:

NOW THEREFORE, LESSOR and LESSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease Agreement No. 11415-A.

1. **RENEWAL TERM** This Lease shall be renewed for a period of five (5) years, commencing July 1, 2010 and continuing through June 30, 2015 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.
2. **RENT** LESSEE shall pay LESSOR rent for the Renewal Term in the sum of thirty five thousand eight dollars and 08/100 dollars (\$35,008.08) according to the rent schedule set forth below:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
7/1/10 - 6/30/11				
Office	675	\$9.33	\$ 524.81	\$ 6,297.72
Parking Lot	<u>2,250</u>		<u>\$ 31.88</u>	<u>\$ 382.56</u>
Total	2,925		\$ 556.69	\$ 6,680.28
7/1/11 - 6/30/12				
Office	675	\$9.56	\$ 537.75	\$ 6,453.00
Parking Lot	<u>2,250</u>		<u>\$ 31.88</u>	<u>\$ 382.56</u>
Total	2,925		\$ 569.63	\$ 6,835.56
7/1/12 - 6/30/13				
Office	675	\$9.80	\$ 551.25	\$ 6,615.00
Parking Lot	<u>2,250</u>		<u>\$ 31.88</u>	<u>\$ 382.56</u>
Total	2,925		\$ 583.13	\$ 6,997.56
7/1/13 - 6/30/14				
Office	675	\$10.04	\$ 564.75	\$ 6,777.00
Parking Lot	<u>2,250</u>		<u>\$ 31.88</u>	<u>\$ 382.56</u>
Total	2,925		\$ 596.63	\$ 7,159.56
7/1/14 - 6/30/15				
Office	675	\$10.30	\$ 579.38	\$ 6,952.56
Parking Lot	<u>2,250</u>		<u>\$ 31.88</u>	<u>\$ 382.56</u>
Total	2,925		\$ 611.26	\$ 7,335.12
			<b>TOTAL</b>	<b>\$ 35,008.08</b>

3. Except as modified by the provisions of this Amendment, said Lease Agreement 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.

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

LESSEE:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER  
acting for the benefit of the Department of Public Safety

By \_\_\_\_\_  
Real Estate Management Division

By Susan T. Estes  
Real Estate Management Division

Date \_\_\_\_\_

Date MAY 11 2010

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

By [Signature]  
Title CEO  
Date 05/07/10

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

By [Signature]  
Date 5/7/10

CFMS Contract No. A78898

## Ekern, Jan (DOT)

---

**From:** Meyer, Kathy (ADM)  
**Sent:** Wednesday, June 16, 2010 4:09 PM  
**To:** Ackerman, Lisa (DOT); Berndt, Susan (DOT); Miller, Robert (DOT); Ekern, Jan (DOT); McCabe, Bonnie (DOT)  
**Cc:** Cownie, James (DOT)  
**Subject:** RE: DPS/DOT Leases sent to you

Thanks to all, the mittens for the kittens have been found. ☺☺☺ Thanks Bonnie, I can relax a little now. Kathy

---

**From:** Ackerman, Lisa (DOT)  
**Sent:** Wednesday, June 16, 2010 12:33 PM  
**To:** Meyer, Kathy (ADM); Berndt, Susan (DOT); Miller, Robert (DOT); Ekern, Jan (DOT); McCabe, Bonnie (DOT)  
**Cc:** Cownie, James (DOT)  
**Subject:** RE: DPS/DOT Leases sent to you

Kathy,

From what I understand Bonnie McCabe up in Land Management is handling these amendments and sent them to the districts for signatures. Contract Management usually doesn't handle leases where the Department of Administration is Lessor on behalf of Mn/DOT or other agencies.

Hope this helps.

*Lisa Ackerman*

Mn/DOT Contracts Administrator  
395 John Ireland Blvd.  
St. Paul, MN 55155  
651-366-3057  
[lisa.ackerman@state.mn.us](mailto:lisa.ackerman@state.mn.us)

---

**From:** Meyer, Kathy (ADM)  
**Sent:** Wednesday, June 16, 2010 12:23 PM  
**To:** Berndt, Susan (DOT); Miller, Robert (DOT); Ekern, Jan (DOT); McCabe, Bonnie (DOT)  
**Cc:** Cownie, James (DOT); Ackerman, Lisa (DOT)  
**Subject:** RE: DPS/DOT Leases sent to you

Susan, as you requested below, attached are the executed leases and executed amendments. I am still waiting for 3 sets of each of these amendments: 11035 Amendment # 2, 11245 Amendment # 3 and 11415 Amendment #2 (which were mailed to Bob Miller on May 15 for DOT's signature) to be found by DOT, get signed and be returned to me to complete the signature process.

Susan, in an earlier e-mail (from you to Bob on 6/10) you stated that these do not look like Mn/DOT contract numbers (Bob, I do not have a record of Contract Management receiving these contracts for signature. Those numbers do not look like Mn/DOT contract numbers. Do you have any other Mn/DOT numbers that are associated with the contracts). They are not Mn/DOT contract numbers because they are not a DOT contract. These are leases between DOT and DPS under the authority of the Department of Administration. We have been doing these for years. John Kellerman has been our contact so he has the signed leases and amendments for these, that's why you don't have any .

Kathy Meyer

**STATE OF MINNESOTA**  
**AMENDMENT OF LEASE**

Amendment No. 3 to

Lease No. 11415-A

THIS AMENDMENT No. 3 to Lease No. 11415-A is made 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. 11415-A, dated August 11, 2005, involving the lease of approximately two thousand nine hundred twenty-five (2,925) usable square feet comprised of six hundred seventy five (675) usable square feet of office space and two thousand two hundred fifty (2,250) usable square feet of parking lot space, to be used as a Driver and Vehicle Testing Site, in the Thief River Falls Department of Transportation Building, located at 250 125<sup>th</sup> Avenue NE in Thief River Falls;

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. 11415-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, 2015 and continuing through June 30, 2017 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as provided for herein.
2. **REMEASUREMENT OF THE LEASED PREMISES** Due to the re-measurement of the Leased Premises, effective July 1, 2015, LESSOR and LESSEE hereby agree the square footage leased is six hundred eighty five (685) usable square feet, as shown on the attached Exhibit A, which is hereby made a part hereof.
3. **RENT**
  - 3.1 **Rent Payment** LESSEE shall pay LESSOR for the Renewal Term according to the following rent schedule:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
7/1/15 - 6/30/17				
Office	685	\$10.30	\$ 587.96	\$ 14,111.04
Parking Lot	2,250		\$ 31.88	\$ 765.12
Total	2,935		\$ 619.84	\$ 14,876.16
			<b>TOTAL</b>	<b>\$ 14,876.16</b>

3.2 Rent Billing Address All original bills and statements from LESSOR to LESSEE shall be mailed or personally delivered to:

Accounts Payable  
Department of Public Safety  
445 Cedar St #126  
St Paul MN 55101-5126

3.3 Rent Payment Address LESSEE agrees to pay LESSOR the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

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

#### 4. SURRENDER OF LEASED PREMISES

4.1 LESSOR and LESSEE hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

a. Personal Property Any equipment and furniture, including, but not limited to, moveable partitions, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by LESSOR or by LESSEE, shall remain the property of LESSEE. LESSEE shall remove its Personal Property, vacate and surrender possession of the Leased Premises to LESSOR in as good condition as when LESSEE took possession, ordinary wear, tear and damage by the elements excepted.

b. Alterations, Additions and Improvements

(i) All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by LESSOR or LESSEE, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems,

including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of LESSOR, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by LESSEE.

(ii) If requested by LESSEE and upon prior approval of LESSOR, LESSEE may remove any alteration, addition or improvement as set forth in Section 4.1 b (i) above.

c. Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by LESSEE or by LESSOR on behalf of LESSEE shall remain a part of the Leased Premises unless LESSEE, in its sole discretion, elects to remove said cabling.

5. **DISABILITY ACCESS GUIDELINES** LESSOR agrees to provide and maintain the Leased Premises and the building of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
6. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, LESSOR and LESSEE shall not permit smoking in the Leased Premises.
7. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

---

## ATTACHMENTS

Exhibit A    Floor Plan

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 \_\_\_\_\_  
Real Estate and Construction Services

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Title Lease Supervisor

Date MAY 11 2015

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Ann Zabr

Title Asst/Division Director - Operations

Date 5/12/15

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By Larry Freund

Title CFO

Date 5/8/15

RECOMMENDED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Jim Cune  
Contract Management

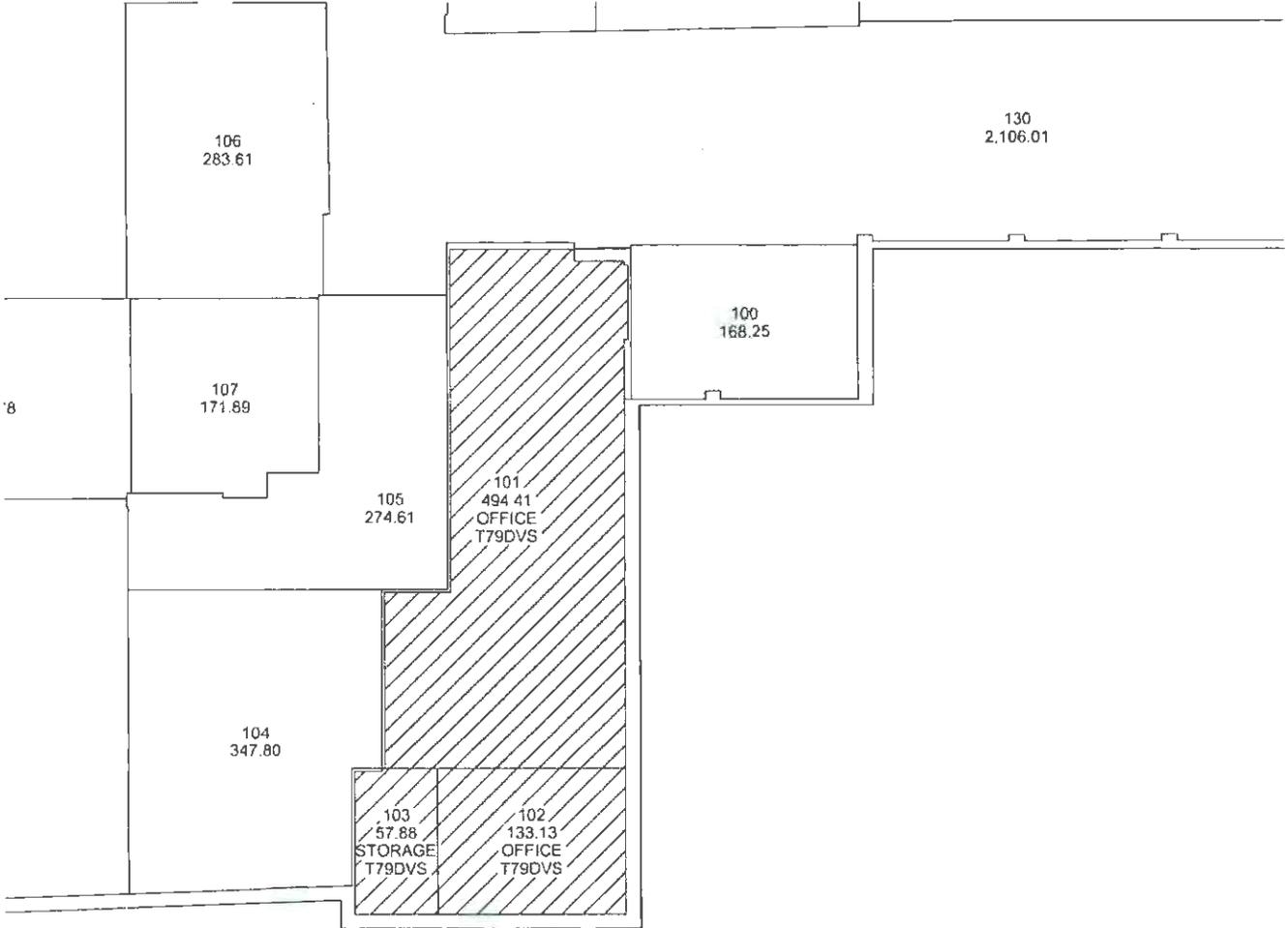
Date May 12, 2015

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

By Al SD

Date 5 MAY 2015

Contract No. 13385  
3000020633



**STATE OF MINNESOTA**  
**AMENDMENT OF LEASE**

Amendment No. 4 to

Lease No. 11415-A

THIS AMENDMENT No. 4 to Lease No. 11415-A is made by and between the State of Minnesota, Department of Administration, hereinafter referred to as Landlord (previously 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 (previously 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. 11415-A, dated August 11, 2005, involving the lease of approximately two thousand nine hundred thirty five (2,935) usable square feet comprised of six hundred eighty five (685) usable square feet of office space and two thousand two hundred fifty (2,250) usable square feet of parking lot space, to be used as a Driver and Vehicle Testing Site, in the Thief River Falls Department of Transportation Building, located at 250 125<sup>th</sup> Avenue NE in Thief River Falls;

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. 11415-A, effective as of the date set forth hereinafter.

1. **RENEWAL TERM** This Lease shall be renewed for an additional term of five (5) years, commencing July 1, 2017 and continuing through June 30, 2022 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as provided for herein.
2. **SQUARE FOOTAGE INCREASE** Effective July 1, 2017 and continuing through June 30, 2022, Landlord grants and Tenant accepts the lease of approximately three hundred (300) usable square feet of parking lot space, locate on the southwest corner of the south parking lot to be used between the hours of 8:00 a.m. and 4:00 p.m. on Monday of each week for skills and maneuvers testing, resulting in a new total of three thousand two hundred thirty five (3,235) usable square feet of space leased (area approximately 34' x 75').

3. **RENT**

3.1 **Rent Payment** Tenant shall pay Landlord for the Renewal Term according to the following rent schedule:

<b>LEASE PERIOD</b>		<b>SQUARE FEET</b>	<b>RATE PER SQ. FT.</b>	<b>MONTHLY PAYMENT</b>	<b>RENT FOR LEASE PERIOD</b>
7/1/17	- 6/30/18				
	Office	685	\$7.46	\$ 425.84	\$ 5,110.08
	Parking Lot	2,550		\$ 33.48	\$ 401.76
	Total	3,235		\$ 459.32	\$ 5,511.84
7/1/18	- 6/30/19				
	Office	685	\$7.68	\$ 438.40	\$ 5,260.80
	Parking Lot	2,550		\$ 34.48	\$ 413.76
	Total	3,235		\$ 472.88	\$ 5,674.56
7/1/19	- 6/30/20				
	Office	685	\$7.91	\$ 451.53	\$ 5,418.36
	Parking Lot	2,550		\$ 35.52	\$ 426.24
	Total	3,235		\$ 487.05	\$ 5,844.60
7/1/20	- 6/30/21				
	Office	685	\$8.15	\$ 465.23	\$ 5,582.76
	Parking Lot	2,550		\$ 36.58	\$ 438.96
	Total	3,235		\$ 501.81	\$ 6,021.72
7/1/21	- 6/30/22				
	Office	685	\$8.40	\$ 479.50	\$ 5,754.00
	Parking Lot	2,550		\$ 37.68	\$ 452.16
	Total	3,235		\$ 517.18	\$ 6,206.16
				<b>TOTAL</b>	<b>\$ 29,258.88</b>

3.2 **Rent Billing Address** All original bills and statements from Landlord to Tenant shall be mailed or personally delivered to:

Accounts Payable  
 Department of Public Safety  
 445 Cedar St #126  
 St Paul MN 55101-5126

3.3 **Rent Payment Address** Tenant agrees to pay Landlord the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

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

4. **OPTION TO RENEW**

4.1 Landlord grants and Tenant accepts the right to one (1) option to renew this Lease for a period of five (5) years, commencing July 1, 2022 and continuing through June 30, 2027 (“Option Period”) according to the following rent schedule:

<b>LEASE PERIOD</b>		<b>SQUARE FEET</b>	<b>RATE PER SQ. FT.</b>	<b>MONTHLY PAYMENT</b>	<b>RENT FOR LEASE PERIOD</b>
7/1/22	- 6/30/23				
	Office	685	\$8.65	\$ 493.77	\$ 5,925.24
	Parking Lot	2,550		\$ 38.81	\$ 465.72
	Total	3,235		\$ 532.58	\$ 6,390.96
7/1/23	- 6/30/24				
	Office	685	\$8.91	\$ 508.61	\$ 6,103.32
	Parking Lot	2,550		\$ 39.98	\$ 479.76
	Total	3,235		\$ 548.59	\$ 6,583.08
7/1/24	- 6/30/25				
	Office	685	\$9.17	\$ 523.45	\$ 6,281.40
	Parking Lot	2,550		\$ 41.18	\$ 494.16
	Total	3,235		\$ 564.63	\$ 6,775.56
7/1/25	- 6/30/26				
	Office	685	\$9.45	\$ 539.44	\$ 6,473.28
	Parking Lot	2,550		\$ 42.41	\$ 508.92
	Total	3,235		\$ 581.85	\$ 6,982.20
7/1/26	- 6/30/27				
	Office	685	\$9.73	\$ 555.42	\$ 6,665.04
	Parking Lot	2,550		\$ 43.68	\$ 524.16
	Total	3,235		\$ 599.10	\$ 7,189.20
				<b>TOTAL</b>	<b>\$ 33,921.00</b>

4.2 To exercise the above noted Option Period, Tenant must indicate in writing its intent to exercise said option no later than May 1, 2022.

5. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

6. 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 *Susan T. Estes*  
Real Estate and Construction Services  
Title *Dease Supervisor*  
Date *6/27/17*

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By *Greg A. Johnson*  
Title *District Engineer*  
Date *6/22/2017*

RECOMMENDED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By *Myra South*  
Contract Management  
Date *6/26/2017*

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  
Title *Dease Supervisor*  
Date *6/27/17*

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF PUBLIC SAFETY

By *Sam Freund*  
Title *CFO*  
Date *5/31/17*

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

By *ASJ*  
Date *31 MAY 2018*

SWIFT P.O. *8718*  
Contract No. *125680*

**AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES FOR HANDS-  
ON/IN-DEPTH FRACTURE CRITICAL BRIDGE INSPECTION**

**Parties**

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

**Background 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. MN/DOT and DNR are both responsible for maintenance and inspection of bridges within their respective jurisdictions and, as part of such responsibility, are required by the National Bridge Inspection Standards (CFR 23 Section 650 Subpart C) to perform hands-on/in-depth inspections of fracture critical bridges on a biannual basis; and
3. MN/DOT presently employs qualified bridge inspectors who are trained in performing hands-on/in-depth inspections of fracture critical bridges; and
4. Within the DNR road network there are 6 bridges that are classified as fracture critical; and
5. DNR is required to ensure that hands-on/in-depth inspections are performed on all fracture critical bridges within its road network on a biannual cycle; and
6. MN/DOT is willing to perform hands-on/in-depth fracture critical inspections on the bridges within DNR jurisdiction as shown in Exhibit A; and
7. DNR is willing to reimburse MN/DOT for the actual costs associated with performing the hands-on/in-depth fracture critical bridge inspections; and
8. Both parties are desire to formalize their cooperative arrangement for completion of these inspections as hereinafter set forth.

## Agreement

### 1. TERM OF AGREEMENT

- A) This Agreement will be effective upon the date upon which it has been approved and executed by the necessary MN/DOT and DNR officials pursuant to applicable laws; and
- B) This Agreement will be in effect for an initial term of 10 years, unless terminated earlier pursuant to Article 4.
- C) The DNR Authorized Representative for this agreement will be Paul Ouren, Bridge Inspection Engineer, Department of Natural Resources, 1601 Minnesota Drive, Brainerd, MN 56401 (218-833-8674).
- D) The Mn/DOT Authorized Representative with this agreement will be Gary Peterson, Office of Bridges and Structures, Bridge Construction and Maintenance Engineer, 3485 Hadley Ave N., Oakdale, MN 55128 (651-366-4507).

### 2. SCOPE OF WORK

- A) Prior to performing any inspections, MN/DOT will review previous inspection reports and as-built drawings of the bridges.
- B) MN/DOT will contact DNR with a proposed schedule of inspection dates and discuss measures for necessary traffic control to perform the work. Traffic control will be provided by MN/DOT. Scheduling will be proposed in conjunction with other inspections in the geographic area so as to minimize inspection costs. If requested, routine inspections will also be performed by MN/DOT.
- C) DNR may have personnel available to provide assistance in performing the inspections at their convenience.
- D) MN/DOT will provide necessary access equipment including under bridge inspection vehicles, ladders, scaffolding, boats etc.
- E) Inspections will be performed by qualified Level II bridge inspectors with advanced training and experience in performing hands-on/in-depth inspections on fracture critical bridges.
- F) When necessary, bridge inspectors will perform non-destructive testing to determine remaining cross sectional area of steel components, determine soundness of pins and determine the presence of cracks in steel components.
- G) Inspections will be performed and documented in accordance with NBIS regulations.
- H) Critical findings will be reported to DNR within 24 hours.
- I) An inspection report will be provided to DNR within 30 days of completion of the inspections documenting condition of bridge components and any recommended follow-up actions.
- J) DNR maintains responsibility for NBI reporting to MN/DOT as to condition of all bridges carrying public traffic. This responsibility includes performing quality control review by a registered professional engineer for all inspections performed on bridges within DNR jurisdiction.
- K) Bridges may be added or deleted from the scope of this agreement at DNR's request.

- L) MN/DOT may include inspection of DNR bridges in a consultant agreement for bridge inspection if staff is not available to perform this work.

### 3. TERMS OF PAYMENT

- A) Upon execution of this Agreement, and receipt of a request from MN/DOT, DNR will advance the sum of \$39,000.00 to MN/DOT. MN/DOT will deposit the funds into a dedicated account, and will draw on the funds as the work is performed. MN/DOT will charge the DNR fund for the actual cost of services rendered by MN/DOT, including (1) wages paid to MN/DOT employees at their actual rate of pay, plus customary overhead and labor additives as established annually by the MN/DOT finance section; and (2) the actual cost of equipment rental necessary to perform the work; and (3) actual costs paid to consultants to perform the work. At the half-way point and end of the 2008 inspection cycle, the Mn/DOT Authorized Representative will submit an itemized statement to the DNR Authorized Representative showing all costs related to performing the inspections as previously discussed. The statement will include an account balance and either billing invoice or refund based on the previous cycle inspection costs. At the beginning of the following inspection cycle, The Mn/DOT Authorized Representative will discuss the proposed inspection cycle with the DNR Authorized Representative. Mn/DOT will submit an invoice to DNR for agreed upon inspections based on the previous cycle costs prior to performing this work. At the end of the inspection cycle, the account statement will be submitted by Mn/DOT to DNR as discussed previously.

### 4. TERMINATION

- A) This Agreement may be terminated prior to the expiration by the mutual written agreement of the parties. The parties agree to provide a minimum of 90 days written notice of any intention to terminate this Agreement. MN/DOT may terminate this Agreement upon 90 days written notice to the DNR if reductions in MN/DOT staffing levels make it impracticable to properly perform the work specified herein. Upon termination, DNR will be entitled to a refund of funds advanced to MN/DOT but not yet earned by MN/DOT.

### 5. GOVERNING TERMS

- A) Pursuant to Minnesota Statutes § 16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the parties relevant to this Agreement are subject to examination by the MN/DOT and DNR auditors, as well as the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years.
- B) The MN/DOT and DNR must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or to a party under this agreement.
- C) Any amendment to this Agreement must be in writing and will not be effective until it has been approved and executed by the same parties who executed this Agreement, or their successors in office.
- D) If either party fails to enforce any provision of this Agreement, that failure

does not waive the provision or said party's right to subsequently enforce it.

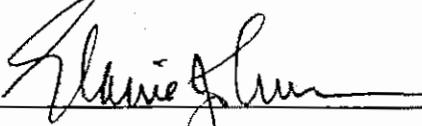
- E) This written Agreement contains all negotiations and understandings between the parties. No other understanding concerning this Agreement, whether written or oral, may be used to bind either party.
- F) Minnesota law governs the validity, interpretation and enforcement of this Agreement.

6. Liability. Each party will be solely responsible for its own acts and omissions and the results thereof to the extent authorized by Minnesota Statutes §3.736 and other applicable law. For purposes of determining liability for release or threatened release of a hazardous substance, or a pollutant or contaminant, MN/DOT is acting as a "Contractor" to the DNR within the meaning of Minnesota Statutes §115B.04 (subd. 10), and is entitled to the protection from liability afforded by that status.

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

**MINNESOTA DEPARTMENT OF  
NATURAL RESOURCES**

**MINNESOTA DEPARTMENT OF  
TRANSPORTATION**

By:   
 Title: Elaine Johnson, Administrator  
Minnesota Department of Natural Resources  
 Date: 2-8-08

By:   
 Title: Ops Div Dir  
 Date: 1/18/08

**ENCUMBRANCE VERIFICATION**  
 By:   
 Title: B09346  
 Date: 11-19-2007

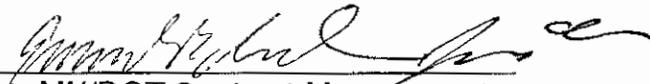
**Approved as to form and execution:**  
 By:   
 MN/DOT Contract Management  
 Date: 1/17/2008 1-22-08

Exhibit A

Region	Division	Bridge #	County Location	Location Description	Estimated time of inspection (man days)	Total Inspection Costs
1	Forestry	R0018	68 ROSEAU COUNTY	STATE 230 OVER HANSEN CREEK	1	\$3,000.00
2	Parks	3459	38 LAKE COUNTY	State Park Rd over Baptism River	4	\$12,000 00
4	Parks	6146	50 MOWER COUNTY	STATE 2 over Little Iowa River	3	\$9,000 00
2	Parks	58549	58 PINE COUNTY	State Park Road 19 over Sand Creek	2	\$6,000.00
1	F&W	68536	68 ROSEAU COUNTY	Parking Lot Entrance over Ditch	1	\$3,000.00
2	T&W	69657	69 ST LOUIS COUNTY	OHV Park Road over DM & IR RR	2	\$6,000 00
						<b>\$39,000.00</b>

92070-P



# Partnership Proposal

Minnesota Department of Transportation  
395 John Ireland Blvd, MS 700  
St. Paul, MN 55155



For office use only

Title DNR - Fracture Critical Bridge Inspections

Fund # 200-6102-12M  
D-20-21-218 ENGN

Estimated receivable \$ 195,000.00

Date approved 1/29/08

Rev source 2301

**APPROVED**

1-29-08

1. What is the approximate cost participation or dollar value of this partnership to MN/DOT?

Estimated costs for in-depth fracture critical bridge inspections are \$39,000 every other year beginning in 2008.

2. List the contact person for each party.

Mn/DOT contact

Name Gary Peterson

Address 3485 Hadley Ave. No.

Oakdale, Mn 55128

REVISION

Phone: 651-366-4507

Fax: 651-366-4497

Email: gary.peterson@dot.state.mn.us

Other Party contact *(Add additional parties if necessary)*

Name: Paul Ouren

Address: 1601 Minnesota Dr.

Brainard, Mn 56401

Brainard

Phone: 218-833-8674

Fax: 218-833-8668

Email: paul.ouren@dnr.state.mn.us

**3. Describe the proposed responsibilities of each party.**

**MN/DOT agrees to:**

- A) Prior to performing any inspections, MN/DOT will review previous inspection reports and as-built drawings of the bridges.
- B) MN/DOT will contact DNR with a proposed schedule of inspection dates and discuss measures for necessary traffic control to perform the work. Traffic control will be provided by MN/DOT. Scheduling will be proposed in conjunction with other inspections in the geographic area so as to minimize inspection costs. If requested, routine inspections will also be performed by MN/DOT.
- C) DNR may have personnel available to provide assistance in performing the inspections at their convenience.
- D) MN/DOT will provide necessary access equipment including under bridge inspection vehicles, ladders, scaffolding, boats etc.
- E) Inspections will be performed by qualified Level II bridge inspectors with advanced training and experience in performing hands-on/in-depth inspections on fracture critical bridges.

- F) When necessary, bridge inspectors will perform non-destructive testing to determine remaining cross sectional area of steel components, determine soundness of pins and determine the presence of cracks in steel components.
- G) Inspections will be performed and documented in accordance with NBIS regulations.
- H) Critical findings will be reported to DNR within 24 hours.
- I) An inspection report will be provided to DNR within 30 days of completion of the inspections documenting condition of bridge components and any recommended follow-up actions.

**DNR agrees to:**

- A) Retain overall responsibilities for maintenance of bridges within its jurisdiction.
- B) DNR maintains responsibility for NBI reporting to MN/DOT as to condition of all bridges carrying public traffic. This responsibility includes performing quality control review by a registered professional engineer for all inspections performed on bridges within DNR jurisdiction.

**4. How will each party benefit from this partnership?**

**Benefits to MN/DOT:**

MN/DOT reports NBI data to FHWA on an annual basis. Participation in DNR jurisdiction fracture critical bridge inspections ensures compliance with NBIS for these bridges. MN/DOT fracture critical bridge inspection resources are more fully utilized.

**Benefits to DNR:**

Performance of these inspections ensures that DNR will be in compliance with NBIS. Utilizing MN/DOT expertise to conduct federally and state mandated inspections will be at an overall lower cost than training their own personnel or hiring their own consultant to perform this work.

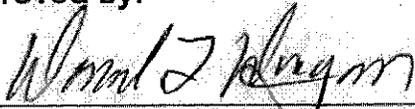
**5. List approximate dates of duration of partnership.**

From 2/01/2008  
 To 01/01/2017

**6. Identify any other justification for this partnership. What will happen if it does not take place?**

If this partnership does not take place the DNR will need to train their personnel to perform this work or hire a consultant to perform this work. If none of the above occurs, DNR will be out of compliance with the federal and state regulations for bridge inspections.

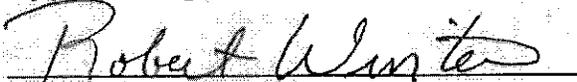
**Approved by:**



District Engineer / Office Director

Date 1/10/08

**Approved by:**



Division Director

Date 1/24/08



Director, Finance & Administration

Date 1-29-08

**Send this form to:**

Janet G. Ekern, Partnerships Coordinator  
Minnesota Department of Transportation  
395 John Ireland Blvd, MS 700  
St. Paul, MN 55155  
651-297-7509  
FAX 651-297-7576

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT  
between  
DEPARTMENT OF TRANSPORTATION  
and  
DEPARTMENT OF AGRICULTURE  
for  
USE OF SPACE**

This Agreement is between the Minnesota Department of Transportation (Mn/DOT) and the Minnesota Department of Agriculture ("Agriculture").

**Background Recitals**

1. Under Minnesota Statutes Section 471.59, subdivision 10, Mn/DOT and Agriculture 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. An agreement that can be regularly updated is an efficient means to administer the Department of Agriculture's use of Mn/DOT space; and.
4. Both parties are willing to enter this agreement.

**Agreement**

**1. Term of Agreement**

- 1.1 *Effective date:* This Agreement will be effective on March 1, 2008, or the date signed by an authorized official of each party, whichever is later.
- 1.2 *Expiration date:* This Agreement will expire on February 28, 2009, unless terminated earlier pursuant to Article 10.

**2. Authorized Representatives**

- 2.1 Mn/DOT's authorized representative for purposes of administering this agreement is Richard L. Post AIA, Facilities Program Director or his successor, Office of HR & Administration, 395 John Ireland Blvd, MS 715, 651-366-3573, RichardL.Post@dot.state.mn.us.
- 2.2 Department of Agriculture's authorized representative for purposes of administering this agreement is Mr. Jim Boerboom, Deputy

Commissioner, Department of Agriculture 651-201-6587,  
JBoerboom@state.mn.us, Minnesota Department of Agriculture, or his  
successor.

**3. Changes to this agreement**

- 3.1 Amendments to this agreement must be in writing to be effective, and must be signed by the officials who signed this Agreement, or their successors in office.

**4. Mn/DOT Responsibilities**

- 4.1 Provide the Department of Agriculture with office space, (work cubicles), needed to perform its functions, consisting of approximately 180 square feet, including 144 square feet of office space and 36 square feet of common space. Space to be located at:

Transportation District 3B – St. Cloud  
3725 12<sup>th</sup> Street North  
St. Cloud, Minnesota 56303

- 4.2 Provide utilities including heat, electricity, water and sewer.  
4.3 Provide LAN and WAN capabilities, copier, printer, fax capability based on 250 copies per month.  
4.4 Provide janitorial services and trash removal.  
4.5 Provide building and yard maintenance including snow removal.  
4.6 Provide building security and employee safety services.  
4.7 Provide parking for Agriculture vehicles and guests.  
4.8 Provide access 24 hours/day, 365 days/year to appropriate buildings and secured areas.

**5. Department of Agriculture Responsibilities**

- 5.1 Pay to Mn/DOT an annual fee for the use of space, for each year of this agreement, and related costs as specified in Article 7.  
5.2 Adhere to Mn/DOT's building operations practices, including but not limited to building security, safety, smoking, waste/recycling, parking and reasonable care of the space.

**6. Method of determining payment amounts**

- 6.1 Mn/DOT will, at least annually and no more often than quarterly, determine the square foot charges for rental space, provided that such amount does not exceed the amount specified in Article 7. To determine square foot charges for each rental space, MnDOT may utilize a combination of:
- local rental space averages; and/or,
  - the Department of Administration cost recovery method; and/or,
  - The Building Owners and Managers Experience Exchange Report.

**7. Terms of Payment**

- 7.1 As rent for 144 square feet of leased office space, Agriculture will pay Mn/DOT not more than \$12.50 per square foot annually, for a subtotal of \$1800.00 annually.
- 7.2 As rent for 36 square feet of leased common space, Agriculture will pay Mn/DOT not more than \$12.50 per square foot annually, for a subtotal of \$450.00 annually
- 7.3 As rent for office equipment use, Agriculture will pay Mn/DOT not more than \$336.00 annually for 2 people to use this equipment. Agriculture will provide their Cisco phones.
- 7.4 As rent for common port use, Agriculture will pay Mn/DOT not more than \$288.00 annually for 2 people. One port is allotted for each person.
- 7.5 Total Square Foot rented: 180 SF
- 7.6 Total amount owed: \$2874.00
- 7.7 Agriculture will make payment to Mn/DOT for the use of the space, equipment and common ports specified, in quarterly payments due at the end of September, December, March, and June of each state fiscal year of this agreement.,
- 7.8 Agriculture will make payments, referencing Mn/DOT agreement number, directly to Mn/DOT, using Mn/DOT'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
- 7.9 Mn/DOT will then credit the appropriate Mn/DOT District Operating Funds account for the District share.

**8. Liability**

- 8.1 Each party is solely responsible for its own employees for any worker's compensation claims. An employee of one party will not be considered an employee of the other party for any purpose.
- 8.2 Each party is solely responsible for its own acts or omissions associated with the use of space administered by this Agreement. The liability of the parties is governed by Minnesota Statutes §3.736.

**9. Audit**

- 9.1 Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of Mn/DOT and Agriculture relevant to this Agreement are subject to examination by Mn/DOT, Agriculture and the Legislative Auditor for a minimum of six years from the end of this Agreement.

**10. Termination**

10.1 This Agreement may be terminated by either party, with cause, with 90 days written notice to the other party.

10.2 This Agreement may be terminated at any time by mutual agreement of the parties.

**11. Assignment**

11.1 *Assignment:* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

**MINNESOTA DEPARTMENT OF AGRICULTURE**

By *Jim Bolubam*  
(with delegated authority)  
Title *Deputy Commissioner*  
Date *March 11, 2008*

**AGRICULTURE ENCUMBRANCE VERIFICATION**

By *Wahid Zabal*  
Date *3-5-08*

CFMS Contract # *B-12171*

**MINNESOTA DEPARTMENT OF TRANSPORTATION**

By *Robert Winter*  
(with delegated authority)  
Title *Ops Dir Dir*  
Date *4/8/08*

Mn/DOT Contract Management  
As to form & execution

By: *Jim Ome*  
Title: Contracts Administrator  
Date: *April 8, 2008*

STATE OF MINNESOTA

AMENDMENT TO INTERAGENCY AGREEMENT

MN/DOT: 92571-P

Amendment No. 1

THIS AMENDMENT is made by and between the State of Minnesota, Department of Transportation (MN/DOT), hereinafter referred to as PROVIDING AGENCY, and the State of Minnesota, Department of Agriculture (AGR), hereinafter referred to as AGENCY.

WHEREAS, PROVIDING AGENCY and AGENCY entered into Agreement No. 92571-P, dated April 8, 2008, involving the use of office space in the building located at 3725 12th Street North, City of St. Cloud, allocated as follows:

<u>USE</u>	<u>Square Feet</u>
Office	144
Common	36
<b>TOTAL</b>	<b>180</b>

WHEREAS, PROVIDING AGENCY and AGENCY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;

NOW THEREFORE, PROVIDING AGENCY and AGENCY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 92571-P, effective as of the date set forth herein.

1. **RENEWAL TERM** This Agreement shall be renewed for a period of five (5) years, commencing March 1, 2009 and continuing through February 28, 2014 ("Renewal Term"), at the same terms and conditions as set forth in the Agreement, except as otherwise provided herein
2. **SQUARE FOOTAGE INCREASE** Effective March 1, 2009 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of one hundred forty four (144) usable square feet of storage space in Room 029, resulting in a new total of three hundred and twenty four (324) usable square feet of space leased in the building located at 3725 12<sup>th</sup> Street North, allocated as follows:

<u>USE</u>	<u>Square Feet</u>
Office	144
Common	36
Storage	144

TOTAL                      324

3. **RENT**

3.1 **Rent Payment** PROVIDING AGENCY shall pay AGENCY rent for the Renewal Term in the sum of eighteen thousand eight hundred two and 80/100 dollars (\$18,802.80) in accordance with the rent schedule set forth below:

<u>LEASE PERIOD</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR LEASE PERIOD</u>
<b>03/01/09 - 02/28/10</b>				
Office	144	\$ 12.50	\$ 150.00	\$ 1,800.00
Common	36	\$ 12.50	\$ 37.50	\$ 450.00
Storage	144	\$ 8.00	\$ 96.00	\$ 1,152.00
	<u>324</u>		<u>\$ 283.50</u>	<u>\$ 3,402.00</u>
<b>03/01/10 - 02/28/11</b>				
Office	144	\$ 13.13	\$ 157.56	\$ 1,890.72
Common	36	\$ 13.13	\$ 39.39	\$ 472.68
Storage	144	\$ 8.40	\$ 100.80	\$ 1,209.60
	<u>324</u>		<u>\$ 297.75</u>	<u>\$ 3,573.00</u>
<b>03/01/11 - 02/28/12</b>				
Office	144	\$ 13.79	\$ 165.48	\$ 1,985.76
Common	36	\$ 13.79	\$ 41.37	\$ 496.44
Storage	144	\$ 8.82	\$ 105.84	\$ 1,270.08
	<u>324</u>		<u>\$ 312.69</u>	<u>\$ 3,752.28</u>
<b>03/01/12 - 02/28/13</b>				
Office	144	\$ 14.48	\$ 173.76	\$ 2,085.12
Common	36	\$ 14.48	\$ 43.44	\$ 521.28
Storage	144	\$ 9.26	\$ 111.12	\$ 1,333.44
	<u>324</u>		<u>\$ 328.32</u>	<u>\$ 3,939.84</u>
<b>03/01/13 - 02/28/14</b>				
Office	144	\$ 15.20	\$ 182.40	\$ 2,188.80
Common	36	\$ 15.20	\$ 45.60	\$ 547.20
Storage	144	\$ 9.72	\$ 116.64	\$ 1,399.68
	<u>324</u>		<u>\$ 344.64</u>	<u>\$ 4,135.68</u>
			<b>TOTAL</b>	<b>\$ 18,802.80</b>

3.2 **Rent Payment Address** LESSEE shall mail or deliver the monthly rent set forth above without demand, by the end of the applicable calendar month to LESSOR at the following address:

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

4. **AUTHORIZED REPRESENTATIVE**

4.1 Deletion Clause 2.1 of the Agreement is hereby deleted and of no further force or effect.

4.2 All notices or communications between PROVIDING AGENCY and AGENCY shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

PROVIDING AGENCY:

Facilities Program Director; Robert Miller  
Facilities Services  
395 John Ireland Blvd, MS 715  
St Paul MN 55155  
651-366-3573

AGENCY:

Department of Agriculture Deputy  
Commissioner Jim Boerboom  
625 N Robert Street  
St Paul MN 55155

5. All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

---

**NO EXHIBITS**

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

PROVIDING AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF AGRICULTURE

By Mark P. Wilinski  
Delegated authority

By Joni Boelke  
Delegated authority

Title Director - Office of Admin.

Title Deputy Commissioner

Date 3-20-09

Date March 10, 2009

MN/DOT CONTRACT MANAGEMENT  
As to form & execution

AGRICULTURE ENCUMBRANCE  
VERIFICATION

By [Signature]

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

Title Mn/DOT Contract Administrator

By [Signature]

Date 3-20-09

Date 3-9-09

CFMS Contract No. B-12171

**STATE OF MINNESOTA  
AMENDMENT TO INTERAGENCY AGREEMENT**

MN/DOT: **92571-P**

Amendment No. 2

THIS AMENDMENT is made by and between the State of Minnesota, Department of Transportation(MN/DOT), hereinafter referred to as PROVIDING AGENCY, and the State of Minnesota, Department of Agriculture (MDA), hereinafter referred to as AGENCY.

WHEREAS, PROVIDING AGENCY and AGENCY entered into Agreement 92571-P, dated March 1, 2009, involving the use of office space in the building located at 3725 12th Street North, City of St. Cloud, allocated as follows:

**USE Square Feet**

Office 144  
Common 36  
Storage 144  
**TOTAL 324**

WHEREAS, PROVIDING AGENCY and AGENCY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;

NOW THEREFORE, PROVIDING AGENCY and AGENCY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 92571-P, effective as of the date set forth herein. All original agreement terms and conditions not specifically modified through this or previous amendments shall remain in effect.

**SQUARE FOOTAGE INCREASE** Effective May 1, 2011 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of Seventy two (72) usable square feet of office space and an increase of eighteen (18) common square feet, resulting in a new total of four hundred and fourteen (414) usable square feet of space leased in the building located at 3725 12th Street North, allocated as follows:

**USE Square Feet**

Office 216  
Common 54  
Storage 144  
**TOTAL 414**

**RENT FOR OFFICE EQUIPMENT AND COMMON PORT USE INCREASE** Effective May 1, 2011 and continuing through February 28 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of \$312.00 annually for rent of office equipment use and rent for common port use. New total amount annually for office equipment and port use: \$936.00

**RENT PAYMENT** AGENCY shall pay PROVIDING AGENCY rent for the Remainder of the term in the sum of seventeen thousand five hundred sixty four and 32/100 dollars (\$17,564.32) in accordance with the rent schedule set forth below:

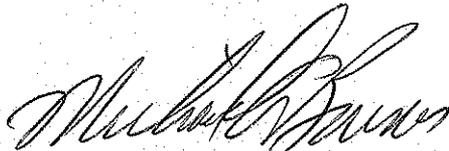
Lease Period	Square Feet	Rate Per SQ. FT.	Monthly Payment	Rent for Lease Period
<b>5/1/2011 - 02/28/12</b>				
Office	216	\$ 13.79	\$ 248.22	\$ 2,482.20
Common	54	\$ 13.79	\$ 62.50	\$ 625.00
Storage	144	\$ 8.82	\$ 105.84	\$ 1,058.40
Office Equipment and Port			\$ 78.00	\$ 780.00
Total	414		\$ 494.56	\$ 4,945.60
<b>03/01/12 - 02/28/13</b>				
Office	216	\$ 14.48	\$ 260.64	\$ 3,127.68
Common	54	\$ 14.48	\$ 65.16	\$ 781.92
Storage	144	\$ 9.26	\$ 111.12	\$ 1,333.44
Office Equipment and Port			\$ 78.00	\$ 936.00
Total	414		\$ 514.92	\$ 6,179.04
<b>03/01/13 - 02/28/14</b>				
Office	216	\$ 15.20	\$ 273.60	\$ 3,283.20
Common	54	\$ 15.20	\$ 68.40	\$ 820.80
Storage	144	\$ 9.72	\$ 116.64	\$ 1,399.68
Office Equipment and Port			\$ 78.00	\$ 936.00
Total	414		\$ 536.64	\$ 6,439.68
			<b>TOTAL</b>	<b>\$ 17,564.32</b>

All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

**NO EXHIBITS**

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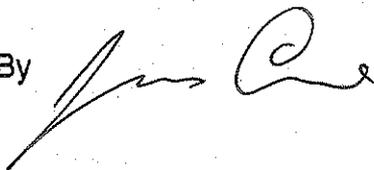
PROVIDING AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF  
TRANSPORTATION

By   
Delegated authority

Title *Division Director*

Date *5/24/11*

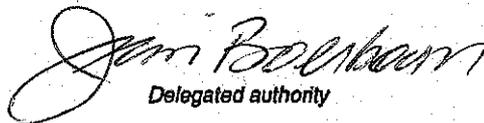
MN/DOT CONTRACT MANAGEMENT  
As to form & execution

By 

Title *Mn/DOT Contracts Administrator*

Date *5-27-2011*

AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF AGRICULTURE

By   
Delegated authority

Title *Deputy Commissioner*

Date *May 3, 2011*

AGRICULTURE ENCUMBRANCE  
VERIFICATION

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

By 

Date *4/29/2011*

CFMS Contract No. B-12171

**STATE OF MINNESOTA  
AMENDMENT TO INTERAGENCY AGREEMENT**

**MN/DOT: 92571-P**

**Amendment No. 3**

THIS AMENDMENT is made by and between the State of Minnesota, Department of Transportation (MN/DOT), hereinafter referred to as PROVIDING AGENCY, and the State of Minnesota, Department of Agriculture (MDA), hereinafter referred to as AGENCY.

WHEREAS, PROVIDING AGENCY and AGENCY entered into Agreement No.92571-P, Amendment 2 dated May 1, 2011, involving the use of office space in the building located at 3725 12th Street North, City of St. Cloud, allocated as follows:

**USE Square Feet**

Office 216  
Common 54  
Storage 144  
**TOTAL 414**

WHEREAS, PROVIDING AGENCY and AGENCY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;

NOW THEREFORE, PROVIDING AGENCY and AGENCY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 92571-P, effective as of the date set forth herein.

**SQUARE FOOTAGE INCREASE** Effective May 1, 2012 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of seventy two (72) usable square feet of office space, and an increase of eighteen (18) common square feet resulting in a new total of five hundred and four (504) usable square feet of space leased in the building located at 3725 12<sup>th</sup> Street North, allocated as follows:

**USE Square Feet**

Office 288  
Common 72  
Storage 144  
**TOTAL 504**

**RENT FOR OFFICE EQUIPMENT AND COMMON PORT USE INCREASE** Effective May 1, 2012 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of \$26.00 monthly for rent of office equipment use and rent for common port use. New total amount monthly for office equipment and port use: \$104.00

**RENT PAYMENT AGENCY** shall pay PROVIDING AGENCY rent for the Remainder of the term in the sum of fourteen thousand six hundred fourteen and 88/100 dollars (\$14,614.88) in accordance with the rent schedule set forth below:

Lease Period	Square Feet	Rate Per SQ. FT.	Monthly Payment	Rent for Lease Period
<b>05/01/12 - 02/28/13</b>				
Office	288	\$ 14.48	\$ 347.52	\$ 3,475.20
Common	72	\$ 14.48	\$ 86.88	\$ 868.80
Storage	144	\$ 9.26	\$ 111.12	\$ 1,111.20
Office Equipment and Port			\$ 104.00	\$ 1,040.00
Total	504		\$ 649.52	\$ 6,495.20
<b>03/01/13 - 02/28/14</b>				
Office	288	\$ 15.20	\$ 364.80	\$ 4,377.60
Common	72	\$ 15.20	\$ 91.20	\$ 1,094.40
Storage	144	\$ 9.72	\$ 116.64	\$ 1,399.68
Office Equipment and Port			\$ 104.00	\$ 1,248.00
Total	504		\$ 676.64	\$ 8,119.68
			<b>TOTAL</b>	<b>\$ 14,614.88</b>

All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

**NO EXHIBITS**

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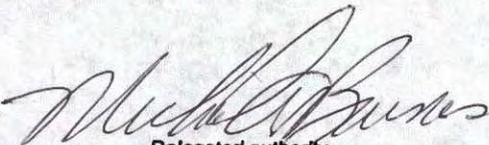
IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

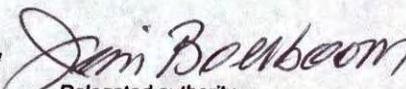
PROVIDING AGENCY:

AGENCY:

STATE OF MINNESOTA  
DEPARTMENT OF  
TRANSPORTATION

STATE OF MINNESOTA  
DEPARTMENT OF AGRICULTURE

By   
Delegated authority

By   
Delegated authority

Title *Division Director*

Title *Deputy Commissioner*

Date *3/23/12*

Date *March 19, 2012*

MN/DOT CONTRACT MANAGEMENT  
As to form & execution

AGRICULTURE ENCUMBRANCE  
VERIFICATION

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

By 

By *Jind K Rowley*

Title *Mn/DOT Contracts Administrator*

Title *OAS Principal*

Date *3-26-2012*

Date *3/12/12 (PO 3(5)1313)*

18389  
3(5) 1313

**STATE OF MINNESOTA  
AMENDMENT TO INTERAGENCY AGREEMENT**

**MN/DOT: 92571-P**

**Amendment No. 4**

**THIS AMENDMENT is made by and between the State of Minnesota Department of Transportation (MN/DOT), hereinafter referred to as PROVIDING AGENCY, and the State of Minnesota, Department of Agriculture (MDA), hereinafter referred to as AGENCY.**

**WHEREAS, PROVIDING AGENCY and AGENCY entered into Agreement No.92571-P, Amendment 3 dated May 1, 2012, involving the use of office space in the building located at 3725 12th Street North, City of St. Cloud, allocated as follows:**

**USE Square Feet  
Office 288  
Common 72  
Storage 144  
TOTAL 504**

**WHEREAS, PROVIDING AGENCY and AGENCY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;**

**NOW THEREFORE, PROVIDING AGENCY and AGENCY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 92571-P, effective as of the date set forth herein.**

**SQUARE FOOTAGE INCREASE Effective March 1, 2013 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of seventy two (72) usable square feet of office space, and an increase of eighteen (18) common square feet resulting in a new total of five hundred and ninety four (594) usable square feet of space leased in the building located at 3725 12th Street North, allocated as follows:**

**USE Square Feet  
Office 360  
Common 90  
Storage 144  
TOTAL 594**

**RG**



**RENT FOR OFFICE EQUIPMENT AND COMMON PORT USE INCREASE** Effective March 1, 2013 and continuing through February 28, 2014, LESSOR grants and LESSEE accepts the Agreement of an increase of \$26.00 monthly for rent of office equipment use and rent for common port use. New total amount monthly for office equipment and port use: \$130.00

**RENT PAYMENT AGENCY** shall pay PROVIDING AGENCY rent for the Remainder of the term in the sum of nine thousand seven hundred ninety nine and 68/100 dollars (\$9,799.68) in accordance with the rent schedule set forth below:

Lease Period	Square Feet	Rate Per SQ. FT.	Monthly Payment	Rent for Lease Period
<b>03/01/13 - 02/28/14</b>				
Office	360	\$ 15.20	\$ 456.00	\$ 5,472.00
Common	90	\$ 15.20	\$ 114.00	\$ 1,368.00
Storage	144	\$ 9.72	\$ 116.64	\$ 1,399.68
Office Equipment and Port			\$ 130.00	\$ 1,560.00
Total	594		\$ 816.64	\$ 9,799.68
			<b>TOTAL</b>	<b>\$ 9,799.68</b>

All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

**NO EXHIBITS**

**THIS PAGE INTENTIONALLY LEFT BLANK**

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

PROVIDING AGENCY:

AGENCY:

STATE OF MINNESOTA  
DEPARTMENT OF  
TRANSPORTATION

STATE OF MINNESOTA  
DEPARTMENT OF AGRICULTURE

By *Melissa Burnes*  
Delegated authority

By *Jim Boorboom*  
Delegated authority

Title *Division Director*

Title *Deputy Commissioner*

Date *2/1/13*

Date *Jan. 31, 2013*

MN/DOT CONTRACT MANAGEMENT  
As to form & execution

AGRICULTURE ENCUMBRANCE  
VERIFICATION

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

*18389 3(5)1313*

By *Ryan Gaulke*  
Title *Contracts Administrator*

By *Linda Rowley*  
*Linda K Rowley*

Title *Buyer*

Date *2/6/2013*

Date *1/30/13*

STATE OF MINNESOTA  
AMENDMENT TO INTERAGENCY AGREEMENT

3(4)11044  
Accounting Spring  
3001-T7939300-  
T79137

MN/DOT: **92571-P**

Amendment No. 5

THIS AMENDMENT is made by and between the State of Minnesota Department of Transportation (MN/DOT), hereinafter referred to as PROVIDING AGENCY, and the State of Minnesota, Department of Agriculture (MDA), hereinafter referred to as AGENCY.

WHEREAS, PROVIDING AGENCY and AGENCY entered into Agreement No.92571-P, Amendment 4 dated March 1, 2013, involving the use of office space in the building located at 3725 12th Street North, City of St. Cloud, allocated as follows:

**USE Square Feet**  
Office 360  
Common 90  
Storage 144  
**TOTAL 594**

WHEREAS, PROVIDING AGENCY and AGENCY deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Agreement;

NOW THEREFORE, PROVIDING AGENCY and AGENCY agree to substitution and/or addition of the following terms and conditions, which shall become a part of Agreement No. 92571-P, effective as of the date set forth herein.

1. **RENEWAL TERM** This Agreement shall be renewed for a period of five (5) years, commencing March 1, 2014 and continuing through February 28, 2019 ("Renewal Term"), at the same terms and conditions as set forth in the original agreement, except as otherwise provided herein.

Mn/DOT Original

**RG**

**2. PAYMENT AGENCY** shall pay **PROVIDING AGENCY** for the term in the sum of fifty thousand thirty seven and 96/100 dollars (\$50,037.96) in accordance with the schedule set forth below:

Agreement Period	Square Feet	Rate Per SQ. FT.	Monthly Payment	Total Cost for Period
<b>03/01/14 - 02/28/16</b>				
Office	360	\$ 15.20	\$ 456.00	\$ 10,944.00
Common	90	\$ 15.20	\$ 114.00	\$ 2,736.00
Storage	144	\$ 9.72	\$ 116.64	\$ 2,799.36
Office Equipment and Port			\$ 130.00	\$ 3,120.00
<b>Total</b>	<b>594</b>		<b>\$ 816.64</b>	<b>\$ 19,599.36</b>
<b>3/1/2016 - 02/28/18</b>				
Office	360	\$ 15.70	\$ 471.00	\$ 11,304.00
Common	90	\$ 15.70	\$ 117.75	\$ 2,826.00
Storage	144	\$ 10.22	\$ 122.64	\$ 2,943.36
Office Equipment and Port			\$ 130.00	\$ 3,120.00
<b>Total</b>	<b>594</b>		<b>\$ 841.39</b>	<b>\$ 20,193.36</b>
<b>3/1/18 - 2/28/19</b>				
Office	360	\$ 15.95	\$ 478.50	\$ 5,742.00
Common	90	\$ 15.95	\$ 119.63	\$ 1,435.56
Storage	144	\$ 10.47	\$ 125.64	\$ 1,507.68
Office Equipment and Port			\$ 130.00	\$ 1,560.00
<b>Total</b>	<b>594</b>		<b>\$ 853.77</b>	<b>\$ 10,245.24</b>
<b>Agreement Total</b>				<b>\$ 50,037.96</b>

All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

**NO EXHIBITS**

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

PROVIDING AGENCY:

AGENCY:

STATE OF MINNESOTA  
DEPARTMENT OF  
TRANSPORTATION

STATE OF MINNESOTA  
DEPARTMENT OF AGRICULTURE

By   
Delegated authority

By   
Delegated authority

Title *Director: Building Services*

Title *Deputy Commissioner*

Date *4/08/2014*  
Minnesota Department of Transportation

Date *Feb. 12, 2014*

By:   
Title: *Division Director*  
Date: *4/8/14*

AGRICULTURE ENCUMBRANCE  
VERIFICATION

MN/DOT CONTRACT MANAGEMENT  
As to form & execution

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

By 

By 

Title *Contracts Administrator*

Title *Buyer*

Date *4/11/2014*

Date *2/11/14*



**Interagency Agreement  
State of Minnesota  
Department of Transportation  
&  
Department of Corrections, MCF - Rush City**

**THIS INTERAGENCY AGREEMENT** is made this 1<sup>st</sup> day of August, 2009, by and between the **STATE of MINNESOTA, DEPARTMENT OF CORRECTIONS**, hereinafter referred to as **PROVIDING AGENCY**; and the **STATE OF MINNESOTA, DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **AGENCY**.

**WHEREAS, PROVIDING AGENCY AND AGENCY** owns the parcel of land as depicted on attached map (Exhibit A), which is available for **AGENCY'S** use;

**WHEREAS, PROVIDING AGENCY and AGENCY** desires to enter into this Interagency Agreement for provision of use.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

1. **PREMISES:** PROVIDING AGENCY agrees to make available to AGENCY the space located at the MCF – Rush City, 7600 - 525th St., Rush City MN 55069 (hereinafter referred to as the Premises.)
2. **TERMS:** The terms of this interagency Agreement is five (5) years, commencing August 1, 2009 and continuing through July 31, 2014 (“AGREEMENT Term”)
3. **OPTION TO RENEW**
  - 3.1 PROVIDING AGENCY grants and AGENCY accepts the right to three (3) options to renew this AGREEMENT for a period of five (5) years each (“Option Period”) at the same terms and conditions set forth in the AGREEMENT
  - 3.2 To exercise the above noted option, AGENCY must indicate in writing its intent to exercise said option sixty (60) days prior to the expiration date of this AGREEMENT.
4. **USE:**
  - 4.1 AGENCY shall use the Premises for the purpose of erecting a 150 foot self-supporting communications tower, construct a 12 foot x 30 foot concrete equipment shelter at the base of the tower, and install a 1000 gallon LP tank. Said tower, shelter and LP tank shall be hereinafter referred to as Communications Facility.
  - 4.2 It is expressly understood and agreed that by reason of the nature and character of the occupancy of all parts thereof, the relation of LESSOR and LESSEE, as contemplated by the laws of this State, is not created by this Interagency Agreement, but AGENCY is granted only a permit to use the space described for the specified period.
5. **FEE:** As a fee for the Premises in consideration of all covenants, representations, and conditions of the Interagency Agreement, AGENCY shall pay PROVIDING AGENCY the sum of six hundred/100 dollars (\$600.00) per year, payable annually. First payment shall be due within thirty (30) days of the commencement date of this Agreement, and each subsequent commencement date thereafter.

6. **TERMINATION:** This Interagency Agreement may be canceled by either party at any time for any reason upon provision of one (1) year prior written notice to the other party.

7. **SURRENDER OF LEASED PREMISES:**

7.1 PROVIDING AGENCY and AGENCY hereby agree that at the expiration or earlier termination of this Lease Agreement or extension thereof, any equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by PROVIDING AGENCY or AGENCY shall remain the property of AGENCY. AGENCY shall, unless the parties agree otherwise, remove the Tower and all equipment from the Leased Premises within twelve (12) months of termination. AGENCY shall surrender the Leased Premises to PROVIDING AGENCY at the termination of the tenancy in such condition as Leased Premises was in immediately prior to the construction of AGENCY Tower, reasonable wear and damage by the elements excepted.

7.2 If PROVIDING AGENCY elects to assume ownership of the radio tower and related structures, PROVIDING AGENCY agrees to accept the structures "as-is" and with all faults and deficiencies.

8. **DUTIES OF PROVIDING AGENCY:** PROVIDING AGENCY shall furnish and provide, at its expense the following services:

- a. Snow removal up to the Communications Facility front gate.
- b. Grounds maintenance around the Communications Facility fenced compound.
- c. 7/24/365 access to Communications Facility.
- d. Authorization for AGENCY (or its contractors) to install electrical and telephone services to Communications Facility.

9. **DUTIES OF AGENCY:** AGENCY agrees to furnish and provide at its own expense the following services or duties and responsibilities:

- a. Weed and debris control, including equipment and or parts
- b. Payment of utility services
- c. Obtaining all necessary permits for construction of the Communications Facility, utilities, and other work that may be required to complete the Communications Facility.
- d. All costs related to the construction of the Communications Facility.
- e. Repair all roads within the MCF – Rush City campus that are damaged as a result of the Communications Facility.

10. **AMENDMENTS:** All amendments to this Interagency Agreement shall be in writing and executed by a duly authorized representative of each party.

11. **INSURANCE:**

11.1 PROVIDING AGENCY and AGENCY 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.

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

12. **SMOKING:** Pursuant to Minn. Stat. 16B.24, Subd. 9, PROVIDING AGENCY and AGENCY shall not permit smoking in the Premises.

13. **NOTICES:** All notices, or communications between PROVIDING AGENCY and AGENCY shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

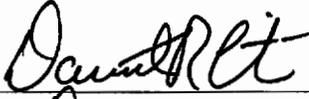
PROVIDING AGENCY:  
Minnesota Department of Corrections  
MCF - Rush City  
7600 - 525th St.  
Rush City, Minnesota 55069  
Attn: Steve Forrest  
(320)358-0400

AGENCY:  
Minnesota Department of Transportation  
Office of Electronic Communications  
395 John Ireland Blvd., MS 730  
St. Paul, Minnesota 55155  
Attn: Business Manager  
(651)234-7964

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

PROVIDING AGENCY:  
STATE OF MINNESOTA  
DEPARTMENT OF CORRECTION  
MCF-RUSH CITY

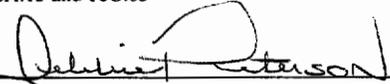
AGENCY:  
STATE OF MINNESOTA  
MINNESOTA DEPT. OF TRANSPORTATION  
OFFICE OF ELECTRONIC COMMUNICATIONS

By   
Title Dep Comm  
Date 7/10/09

By   
Title ELECTRONIC COMMUNICATIONS DIR  
Date 7-28-09

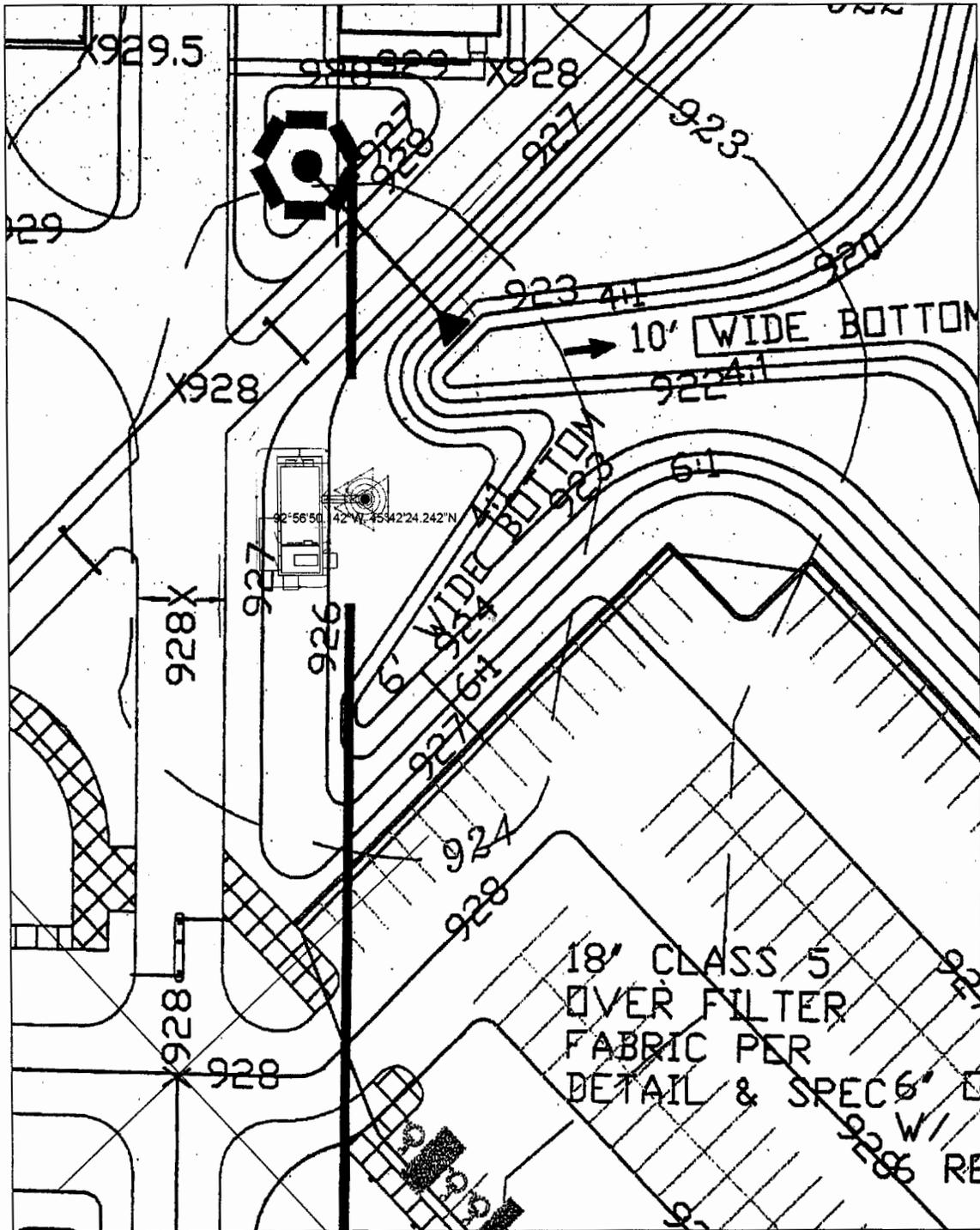
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_

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

By   
Date 8/24/09

CFMS Contract No. RT79 900000000002

Exhibit A



## COMMUNICATIONS FACILITY INCOME LICENSE

LICENSE NO. **LI-184**

THIS AGREEMENT made this 26th day of May, 2006, 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 Metropolitan Emergency Services Board, 2099 University Avenue West, Suite 201, St. Paul, Minnesota 55104 hereinafter referred to as LICENSEE;

WHEREAS, the Commissioner of Administration is empowered by Minnesota Statute 16B.24 Subd. 5 to rent out state-owned property;

WHEREAS, LICENSOR owns the tower and shelter (Communications Facility) located on property more particularly described in Exhibit A, and

WHEREAS, LICENSOR has determined that said tower and shelter has excess capacity which is temporarily surplus to its needs LICENSOR is willing and able to license space on the tower and in the shelter to LICENSEE under certain terms and conditions, and

WHEREAS LICENSEE requires space to install and maintain LICENSEE'S communication antennas and equipment on the tower and in the shelter as described in the attached Exhibit B, and

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

1. **COMMUNICATIONS FACILITY** LICENSOR grants and LICENSEE accepts a license of the following described Communications Facility located in the City of Hastings, County of Dakota, Minnesota, to-wit:

Antenna space on LICENSOR'S tower and space in LICENSOR'S shelter referred to herein as the "Communications Facility," located on or within that certain real property, owned by the Department of Transportation, more fully described in Exhibit A.

2. **TERM** The term of this License Agreement is five (5) years, commencing on May 1, 2006 and continuing through April 30, 2011.

**3. USE**

3.1 LICENSOR hereby grants LICENSEE a non-exclusive right to install, use and maintain LICENSEE'S communication antennas and equipment at LICENSEE'S expense, at the Communications Facility, subject to the terms and conditions described herein.

3.2 LICENSOR reserves the right to make additions, deletions and modifications to LICENSOR'S communication tower and equipment and to allow LICENSOR'S Communications Facility to be used by others provided such additions, deletions, or modifications and such use by others located in LICENSOR'S Communications Facility does not interfere with LICENSEE'S equipment or use of the tower.

3.3 Placement of Antennas and Equipment: LICENSEE shall, at LICENSEE'S expense, mount LICENSEE'S antennas only in such locations on the Communications Facility as described in LICENSOR'S Equipment Placement Memorandum, attached hereto as Exhibit B.

3.4 LICENSEE may not add additional antennas or equipment from that described in Exhibit B attached hereto without the written approval of LICENSOR, which shall be granted only in the form of a written amendment hereto.

**4. PAYMENT OF LICENSE FEE**

4.1 LICENSOR AND LICENSEE hereby agree, there is no fee for the use of the Communications Facility.

4.2 LICENSEE is part of the statewide radio system, known as the Allied Radio Matrix Emergency Radio system (ARMER), being cooperatively developed by the Minnesota Departments of Transportation, Public Safety, Administration, Natural Resources and others. It has been established and agreed upon by all participants of the ARMER system that there will be no fee for the use of shared facilities.

**5. OPTION TO RENEW**

5.1 LICENSEE and LICENSOR hereby agree that, with LICENSOR'S approval, LICENSEE has the option to renew this License Agreement for three (3) additional terms of five (5) years each, at the same terms and land fee conditions as set forth in the License Agreement.

5.2 LICENSEE shall give LICENSOR written notice of such intent to renew not less than sixty (60) days prior to the expiration of this License Agreement or extensions thereof.

5.3 LICENSOR will notify LICENSEE within fifteen (15) business days upon receipt of LICENSEE'S intent to renew this License Agreement, if LICENSOR will renew this

License Agreement. In the event LICENSOR agrees to renew this License Agreement, LICENSOR and LICENSEE shall execute an Amendment to this License Agreement

6. **LICENSE NOT A LEASE** It is expressly understood and agreed that by reason of the nature and character of the occupancy of all parts thereof, the relation of LICENSOR and LICENSEE, as contemplated by the laws of the State of Minnesota, is not created by the Agreement, but LICENSEE is granted only a permit to occupy the space described, and for the specified period. LICENSEE shall at all times be considered an independent contractor, and not an employee or agent of the LICENSOR.
7. **TERMINATION**
  - 7.1 This License Agreement may be terminated by either party for any reason at any time upon giving thirty (30) days written notice of such termination to the other party.
  - 7.2 Upon expiration or termination, LICENSEE shall have twelve (12) months from the date of delivery of notice of expiration or termination to remove all of LICENSEE'S antennas and equipment from the Communications Facility. LICENSEE'S failure to remove such antennas and equipment within twelve (12) months of expiration or termination of this License Agreement shall be deemed to be abandonment of the improvements and LICENSOR may possess, remove and dispose of the antennas and equipment at will and charge LICENSEE for the reasonable cost of removal and disposal thereof.
  - 7.3 LICENSEE may terminate this License Agreement if LICENSEE is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
  - 7.4 Upon expiration or termination and at LICENSOR'S written request, LICENSEE shall restore any painted surfaces disturbed by LICENSEE'S occupancy to their original condition.
  - 7.5 LICENSOR and LICENSEE hereby agree that LICENSEE shall not be reimbursed by LICENSOR for any investment or expense incurred by LICENSEE as a result of this License Agreement upon expiration or termination of the License Agreement.
8. **ACCESS BY LICENSEE** LICENSOR hereby grants to LICENSEE non-exclusive right of access to the Communications Facility as necessary to install and maintain LICENSEE'S antennas and equipment. LICENSEE hereby agrees that LICENSEE'S access to the Communications Facility shall be limited to personnel qualified to perform antenna and equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the LICENSEE'S communication system in proper working order in and around the Communications Facility. LICENSOR shall provide LICENSEE with a method of access to the Communications Facility as described in Exhibit C, attached hereto.

**9. DUTIES OF LICENSEE**

9.1 LICENSEE shall provide for the general maintenance of LICENSEE'S Communication Facility, including, inspections and any other measures necessary to maintain the safety and utility of LICENSEE'S Communication Facility. LICENSEE agrees to maintain LICENSEE'S Communication Facility in strict accordance with all local, state and federal rules and regulations.

9.2 LICENSEE shall provide power, air conditioning and emergency back-up power to Communications Facility. LICENSEE shall pay its share of utility costs which is subject to change, set forth in the "Regional Site Cost Allocation Spreadsheet", a copy of which has been provided to LICENSEE and LICENSEE.

9.3 LICENSEE shall provide rack space in the shelter for LICENSEE'S equipment and unused DSO capacity on existing Prime Remote site links more fully described in attached Exhibit B.

9.4 LICENSEE shall, upon execution of this License Agreement, provide LICENSEE with the name, address and telephone numbers of LICENSEE'S Authorized Agent, who shall be LICENSEE'S day-to-day contact person for resolution of antennas and equipment issues and other technical issues that may arise during the term of the License Agreement.

**10. DUTIES OF LICENSEE**

10.1 LICENSEE warrants that LICENSEE'S use of the Communications Facility shall not interfere with any of LICENSEE'S communication antennas or equipment or any other users that are at LICENSEE'S Communications Facility prior to the effective date of this License Agreement. In the event there is interference, LICENSEE shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of LICENSEE'S Property by any other communications users, LICENSEE shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.

10.2 LICENSEE shall pay its share of utility costs which is subject to change, set forth in the "Regional Site Cost Allocation Spreadsheet", a copy of which has been provided to LICENSEE and LICENSEE.

10.3 LICENSEE shall in no way alter, disrupt or modify or damage existing drainage patterns and systems affecting the Communications Facility.

- 10.4 LICENSEE, its employees, contractors or consultants shall not perform any construction or any physical modifications to the Communications Facility and grounds, without first obtaining LICENSOR'S written consent.
- 10.5 Prior to installing, replacing or modifying antennas or equipment in any part of the Communications Facility, LICENSEE shall notify LICENSOR'S Authorized Agent and secure written approval from LICENSOR'S Authorized Agent to proceed.
- 10.6 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. LICENSEE shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 10.7 Except for emergency work, LICENSEE shall notify LICENSOR'S Authorized Agent of any scheduled work that will be performed on LICENSEE'S communications antennas and equipment as described in Exhibit C of this document.
- 10.8 LICENSEE shall install and maintain LICENSEE'S antennas and equipment in accordance with good engineering practices and in accordance with LICENSOR'S technical standards, if any. LICENSEE'S communications antennas and equipment shall be installed, operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 10.9 CHANGES TO LICENSEE'S ANTENNAS AND EQUIPMENT Any future changes to LICENSEE'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of LICENSEE'S equipment, whether or not said alterations affect the fees payable under this License Agreement or require one-time payments for engineering studies, plan review, modifications to LICENSOR'S property or any other reason, shall be included herein by Amendment hereto.
- 10.10 LICENSEE shall not cause any mechanic or materialmen's liens to be placed on LICENSOR'S Property as a result of LICENSEE'S occupancy of said Property.

## 11. LIABILITY INSURANCE

- 11.1 LICENSEE agrees to acquire and maintain, at its sole expense, during the term of this Agreement and any extension thereof, commercial general liability insurance as follows:
  - a. Minimum limits of liability
    - (i) \$1,000,000 per occurrence
    - (ii) \$2,000,000 annual aggregate

b. Coverages:

- (i) Bodily injury
- (ii) Property damage
- (iii) Personal injury
- (iv) Blanket contractual
- (v) Fire legal

11.2 The commercial general liability insurance shall:

a. name the State of Minnesota (address: Department of Transportation, 395 John Ireland Boulevard, MS 730, St. Paul, Minnesota 55155) as additional insured.

b. provide an endorsement thereon that insurer will give not less than thirty (30) days written notice to LICENSOR in the event of material change in or cancellation of the liability insurance.

12. **PERSONAL PROPERTY** Any fixtures, antennas and equipment attached to, or installed in any part of the Communications Facility by LICENSEE shall remain the personal property of LICENSEE with right of replacement or removal at all reasonable times during the term of this License Agreement, or any extension thereof.

13. LICENSEE 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 LICENSEE or obtained and paid for by LICENSOR.

14. **AUDIT** Pursuant to Minnesota Statutes, Section 16C.05, Subdivision 5, the books, records, documents and accounting procedures and practices of LICENSEE relevant to this license Agreement shall be subject to examination by State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.

15. **AFFIRMATIVE ACTION**

For all contracts in excess of \$100,000.00, and where LICENSEE has more than 40 full-time employees at any time during the previous twelve months, LICENSEE shall comply with the following:

15.1 LICENSEE certifies pursuant to Minn. Stat. §363A.36 that: (a) LICENSEE has not had more than 40 full-time employees at any time during the previous twelve months; OR (b) if LICENSEE has more than 40 full-time employees within the State of Minnesota on a single working day during the previous twelve months, that it has an affirmative action plan pursuant to the requirements of Minn. Stat. §363 for the employment of minority persons, women and qualified disabled individuals approved by the State of Minnesota, Commissioner of Human Rights; OR (c) if LICENSEE does not have 40 full-time

employees within the State of Minnesota on a single working day during the previous twelve months, but has had more than 40 full-time employees on a single working day during the previous twelve months in the state in which it has its primary place of business, then (1) LICENSEE has current Minnesota certificate of compliance issued by the Minnesota Commissioner of Human Rights, OR (2) LICENSEE certifies that it is in compliance with federal Affirmative Action requirements.

15.2 Minnesota Rule 5000.3550-DISABLED INDIVIDUALS AFFIRMATIVE ACTION CLAUSE.

- a. LICENSEE shall not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. LICENSEE agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- b. LICENSEE agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- c. In the event of LICENSEE'S noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- d. LICENSEE agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices shall state LICENSEE'S obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employee.
- e. LICENSEE shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that LICENSEE is bound by the terms of Minn. Stat. §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

16. **ASSIGNMENT**

- 16.1 This License Agreement or the rights there under, may not be sold, assigned, or transferred at any time by LICENSEE without the written consent of LICENSOR.

- 16.2 LICENSEE may, with the written consent of LICENSOR, contract with a third party end user, related or unrelated to LICENSEE, herein described as "third party contractor," for physical occupancy of the Communications Facility. In the event that LICENSEE contracts with a third party end user for physical occupancy of the Communications Facility, both LICENSEE and the third party shall be jointly and severally bound by the terms and conditions of this License Agreement and both LICENSEE and the third party shall evidence their acceptance of the terms and conditions of this License Agreement by their signatures hereon.
- 16.3 In the event that LICENSEE contracts with a third party end user for physical occupancy of the Communications Facility and LICENSEE wishes to substitute a replacement third party for the original third party, such replacement shall only be permitted by an amendment to this License Agreement, approval of which by LICENSOR shall not be unreasonably withheld.
17. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility is rendered unusable, the license fee shall be abated from the date of such damage, and if LICENSOR fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this License Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
18. **CONDEMNATION** In the event that the whole of LICENSOR'S Property is taken by eminent domain, this License Agreement shall terminate as of the date title to LICENSOR'S Property vests in the condemning authority. In the event that a portion of LICENSOR'S Property is taken by eminent domain, either party shall have the right to terminate this License Agreement as of the date of title transfer by giving thirty (30) days notice to the other party. In the event of any taking under the power of eminent domain, LICENSEE shall not be entitled to any portion of the award paid for the taking and LICENSOR shall receive full amount of such award. LICENSEE hereby expressly waives any right to claim to any portion thereof. LICENSEE shall retain the right to claim and recover from the condemning authority, but not from LICENSOR, such compensation as may be separately awarded or recoverable by LICENSEE as damages to LICENSEE'S operations and costs or expenses incurred by LICENSEE in removing and relocating LICENSEE'S antennas and equipment.
19. **GOVERNING LAW** This License Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.
20. **NOTICES** All notices or communications between LICENSEE and LICENSOR shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LICENSOR:

Minnesota Department of Administration  
Real Estate Management Division  
309 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155-1489

LICENSEE:

Metropolitan Emergency Services Board  
2099 University Avenue West, Suite 201  
St. Paul MN 55104

**LIST OF EXHIBITS**

- EXHIBIT A: Site Description - Description of the State's ("Licensor's") tower and shelter and Site Drawing.  
This is the "Communications Facility".
- EXHIBIT B: Antenna and Equipment: description and placement - Complete, written description of the equipment that the applicant ("Licensee") intends to mount on or in the State's Facility.
- EXHIBIT C: Site Access
- EXHIBIT D: Structural Analysis - The impact of mounting applicant's equipment on the tower.

**THIS PAGE INTENTIONALLY LEFT BLANK**

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

LICENSEE:  
METROPOLITAN EMERGENCY  
SERVICES BOARD

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

By *Jeremy Stee*

Title Chair

Date 6/14/06

By *Bob M... ..*

Title *Angela King (MESA Council)*

Date 6/16/06

LICENSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By *Dwan T. Etkin*  
Real Estate Management Division

Date JUN 19 2006

APPROVED:  
DEPARTMENT OF TRANSPORTATION  
COMMISSIONER  
Acknowledgement of Non-Encumbrance

By *Andrew W. ...*

Title Instructor

Date June 6, 2006

**Tower Owner:** Minnesota Department of Transportation  
Office of Electronic Communications  
395 John Ireland Blvd., MS730  
St. Paul, MN 55155

**Land Owner:** State of Minnesota  
Veterans Homes Board  
1200 East 18<sup>th</sup> Street  
Hastings, MN 55033-3680

**Tower Address:** 1200 East 18<sup>th</sup> Street  
Hastings, MN 55033

**County:** Dakota

**City: (nearest)** Hastings, MN

**Site Directions:**

**FCC Registration #:** N/A

**Coordinates:**

**Latitude:** 44-43-36.5 N

**Longitude:** 092-50-7.0 W

**Ground Elevation:** 845 feet (257.5m) AMSL

**Tower Height:** 150 feet (45.72m) AGL

**Tower Type:** Self-support

Exhibit "A"



APPROXIMATE LAYOUT OF THE  
STAKED AREA  
HASTINGS VETERANS HOME

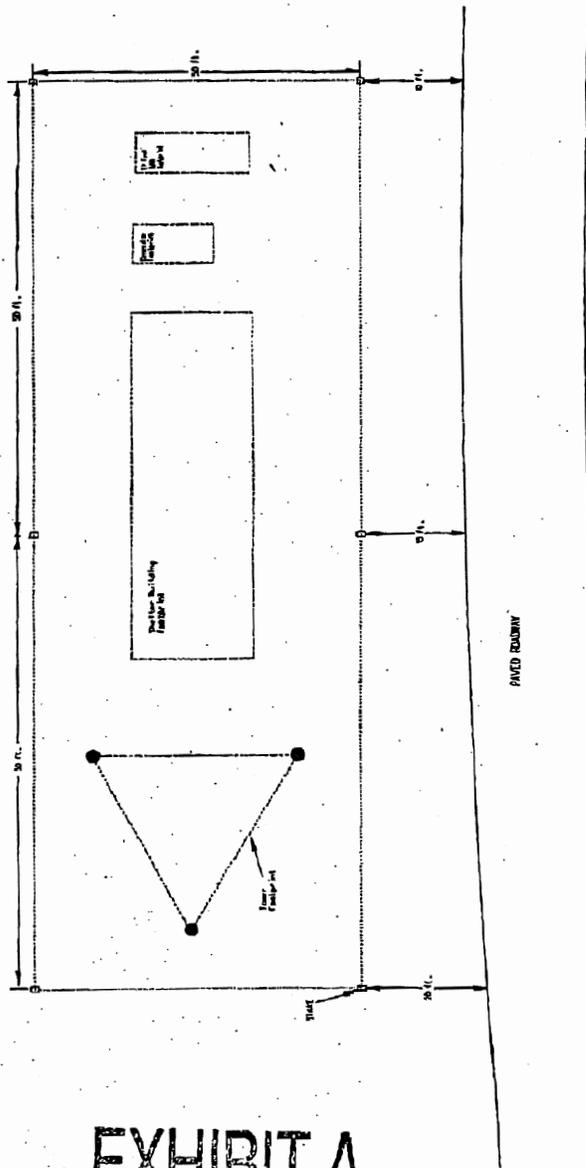


EXHIBIT A



PL 2003-007/01



**Metropolitan Emergency Services Board  
Hastings Tower**

**EXHIBIT "B" Equipment Placement – Frequency Use**

**Radio Equipment**

Motorola GTR8000 Data Station with Motorola RFDS duplexer. Located in Rack 13 in shelter.  
(See Exhibit B for placement)

**Other Equipment**

GPS Dome Antenna on top of shelter. FSJ1-50A coaxial cable will be used to connect to the GTR8000 Data Station located in the shelter.

Placement of all equipment must be pre-coordinated with Mr. Ness prior to performing any work. Lynn Ness can be reached at (651) 582-1430.

**Antennas**

<u>Make/Model</u>	<u>Coax</u>	<u>Azimuth</u>	<u>Leg</u>	<u>Height (tip)</u>	<u>Comment</u>
DB810E-PS	LDF6-50	Omni	Top	170'	Platform 4B
DB810E-PS	LDF6-50	Omni	Top	170'	Platform 6B
DB810E-PS	LDF6-50	Omni	Top	170'	Platform 9B

Placement of all antennas must be pre-coordinated with Mr. Ness prior to performing any work. Lynn Ness can be reached at (651) 582-1430.

**Frequency Use:**

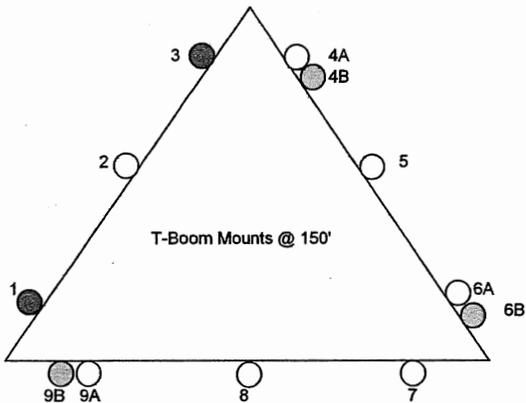
The following frequencies shall be used by the Metropolitan Emergency Services Board (MESB) at the Hastings site. Changing frequencies without prior application to, and subsequent approval of the applicable governing authorities of the radio project is not permitted. The MESB is licensed on these frequencies under license (not granted at time of preparing this document).

<u>Channel</u>	<u>Frequency Pair (MHz)</u>
37	768.8250/798.8250

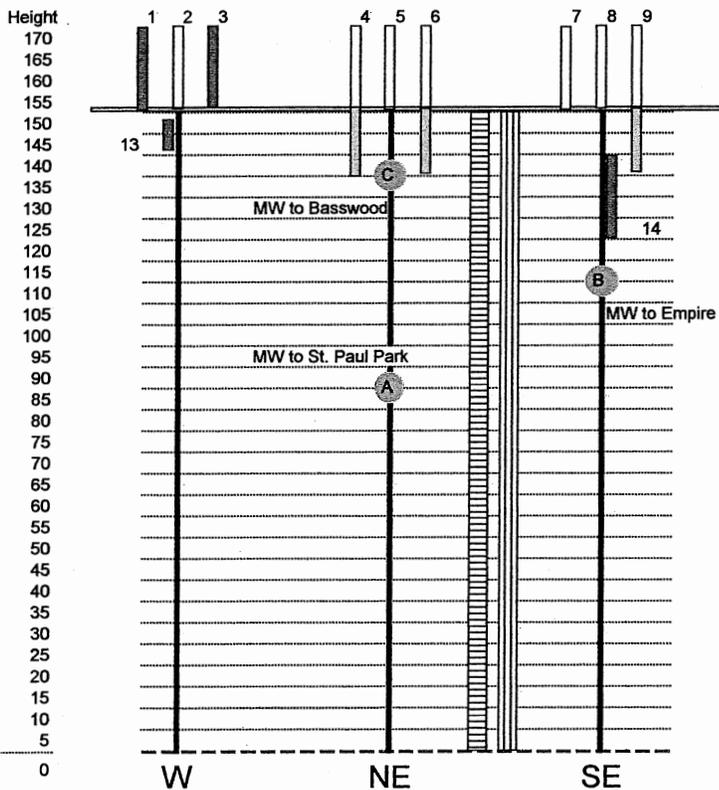


Hastings, MN

Sabre Tower  
Serial #



- |    |                    |                                |
|----|--------------------|--------------------------------|
| 1  | AO8410-54TO        | 800MHz Trunked System TX       |
| 2  |                    |                                |
| 3  | AO8410M-24TO & TTA | 800MHz Trunked System RX       |
| 4A | Reserved           | 800MHz RX Voice - Dakota Cty   |
| 4B | DB810E-PS          | 700MHz Data Syst RX (inverted) |
| 5  |                    |                                |
| 6A | Reserved           | 800MHz TX Voice - Dakota Cty   |
| 6B | DB810E-PS          | 700MHz Data Syst RX (inverted) |
| 7  | Reserved           | 800MHz TX Voice - Dakota Cty   |
| 8  | Reserved           | 800MHz TX Voice - Dakota Cty   |
| 9A | Reserved           | 800MHz TX Voice - Wash Cty     |
| 9B | DB810E-PS          | 700MHz Data Sys TX (inverted)  |



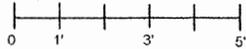
- |    |                   |
|----|-------------------|
| 13 | MSP MDC System    |
| 14 | MSP VHF Statewide |

- |   |          |                       |
|---|----------|-----------------------|
| A | PL6-59D  | 315 degrees (approx.) |
| B | PAR6-65A | 255 degrees (approx.) |
| C | PL6-59D  | 15 degrees (approx.)  |



**Site Name: Hastings DOT**  
**Equipment Shelter - Floor Plan Layout**

**DWG. NO. H2-400-01**

Scale: 1/4" = Approximately 1 ft. 

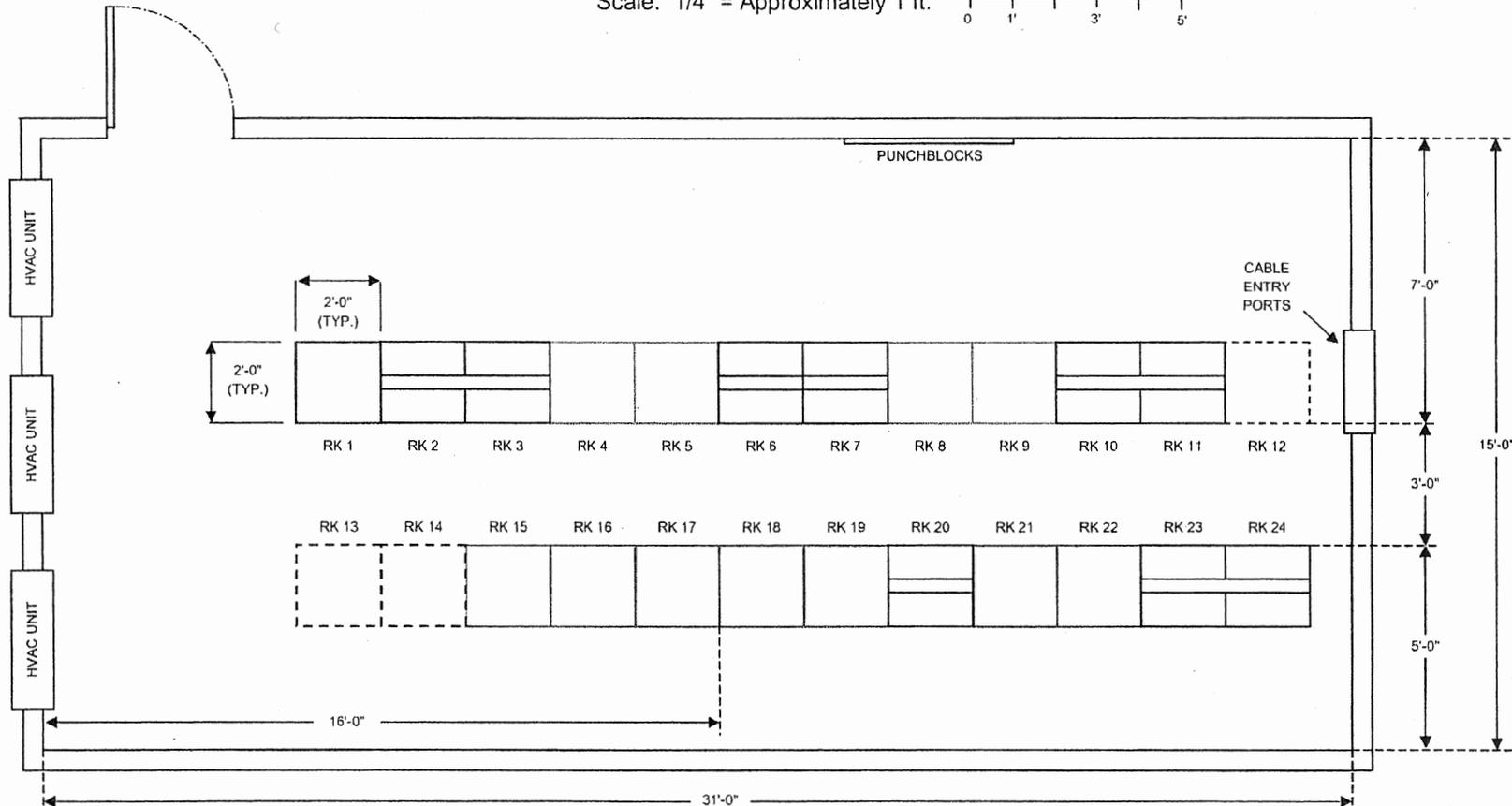


Exhibit B

**NOTES:**

1. EQUIPMENT RACK NUMBERS ARE LOCATED ON THE FRONT SIDE OF EQUIPMENT.
2. FOR EQUIPMENT CABLE TRAY LAYOUTS, SEE DWG. NO. H2-500-01.

**3. EQUIPMENT RACKS:**

- RK 1 = MnDOT MICROWAVE RADIO
- RK 2 = MNDOT MICROWAVE RADIOS, MUX & T1 PANELS
- RK 3 = MNDOT GPS, CHANNEL BANKS & MOSCAD
- RK 4 = FUTURE WASHINGTON COUNTY GPS & CHANNEL BANKS
- RK 5 = FUTURE MNDOT / WASHINGTON COUNTY LSS TRUNKED REPEATERS
- RK 6 = MNDOT (2) LSS TRUNKED REPEATERS
- RK 7 = MNDOT (5) LSS TRUNKED REPEATERS
- RK 8 = FUTURE MNDOT / WASHINGTON CTY LSS TRUNKED REPEATERS

**3. EQUIPMENT RACKS:**

- RK 9 = FUTURE MNDOT / WASHINGTON CTY LSS TRUNKED COMPARATORS
- RK 10 = MNDOT TRUNKED COMPARATORS
- RK 11 = MNDOT PRIMARY & REDUNDANT SIMULCAST CONTROLLERS
- RK 12 = OPEN - NO EQUIPMENT ASSIGNED
- RK 13 = OPEN - NO EQUIPMENT ASSIGNED (possible future MESB data base radios)
- RK 14 = OPEN - NO EQUIPMENT ASSIGNED
- RK 15-16 = FUTURE DAKOTA COUNTY GPS & CHANNEL BANKS
- RK 17-19 = FUTURE DAKOTA COUNTY LSS TRUNKED REPEATERS
- RK 20 = STATE OF MN / MSP MDC BASE & STWD BASE STATIONS
- RK 21-22 = FUTURE 48VDC POWER SUPPLY & BATTERIES
- RK 23 = 48 VDC BATTERIES
- RK 24 = 48 VDC CHARGERS

*Refer to original*





# DB810E-PS

Omni Antenna

**DECIBEL**  
Base Station Antennas

- Omnidirectional coverage
- Rugged, durable construction, heavy duty radome for minimum tip deflection
- Lightning resistant, with large diameter conductor extending top to bottom
- Invert mountable

## ELECTRICAL

Frequency (MHz) :	746 - 869
Polarization :	Vertical
Gain (dBd/dBi) :	10/12.1
Azimuth BW (Deg.):	360
Elevation BW (Deg.):	6
Beam Tilt (Deg.):	0
VSWR :	<1.5:1
Max. Input Power (Watts) :	500
Impedance (Ohms) :	50
Lightning Protection :	DC Ground

## MECHANICAL

Weight :	17.2 kg (38 lb)
Dimensions (LxOD) :	4,496 x 76 mm (177 x 3 in)
Max. Wind Area :	0.17 m <sup>2</sup> (1.8 ft <sup>2</sup> )
Max. Wind Load (@ 100 mph) :	444.8 N (100 lbf)
Max. Wind Speed :	241 km/h (150 mph)
Hardware Material :	Galvanized Steel
Connector Type :	7-16 DIN - Female (1, Bottom)
Color :	Light Gray
Standard Mounting Hardware :	DB5091-3



Andrew Corporation  
2601 Telecom Parkway  
Richardson, Texas U.S.A 75082-3521  
Tel: 214.631.0310

Fax: 214.631.4706  
Toll Free Tel: 1.800.676.5342  
Fax: 1.800.229.4706  
www.andrew.com

\* - Indicates Typical  
8/31/2005  
dbtech@andrew.com

Information correct at date of issue but may be subject to change without notice.

Exhibit B





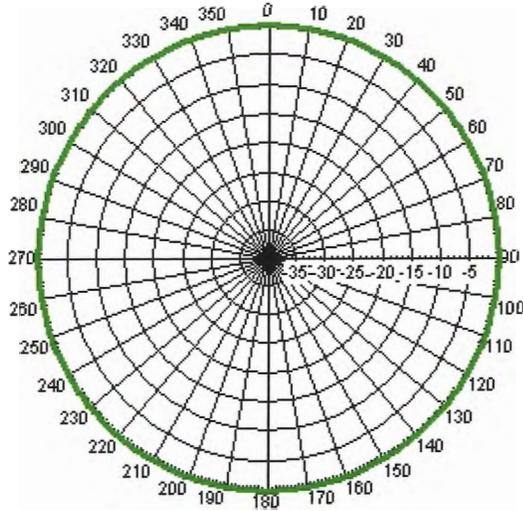
# DB810E-PS

Omni Antenna

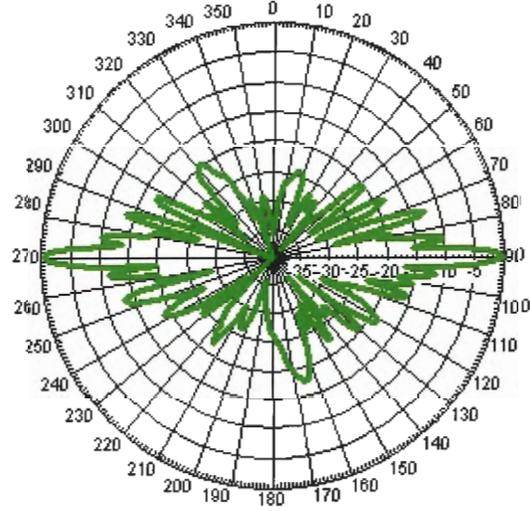
**DECIBEL'**  
Base Station Antennas

## AZIMUTH PATTERN

## ELEVATION PATTERN



Freq: 820 MHz, Tilt: 0



Freq: 820 MHz, Tilt: 0

Andrew Corporation  
2601 Telecom Parkway  
Richardson, Texas U.S.A 75082-3521  
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Fax: 214.631.4706  
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www.andrew.com

\* - Indicates Typical  
8/31/2005  
dbtech@andrew.com

Information correct at date of issue but may be subject to change without notice.



# GTR 8000 System Specifications

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## Specifications for GTR 8000 Base Radio (700 and 800 MHz HPD)

**Table 1-3** General Specifications for GTR 8000 Base Radio (700 and 800 MHz HPD)

<b>General Specifications</b>	
Model Number	T7039A
Number of Channels	1
Size (HxWxD)	5.25" x 19" x 18" (133x483x457mm)
Weight	45 lbs (20 kg)
Temperature Range	-22 to 140°F (-30 to 60°C)

Exhibit B



**Table 1-3** General Specifications for GTR 8000 Base Radio (700 and 800 MHz HPD) (Continued)

<b>General Specifications</b>	
Operating Altitude	Up to 1800 meters (6000 feet) above mean sea level
Power Requirements	90-264 VAC, 47-63 Hz 43.2-60 VDC
Power Consumption	450 W
Power Supply Type	Switching
Battery Revert	Included
Input/Output Impedance	50 Ohms
Antenna Connector Types	
	Tx: N female
	Rx: BNC female
Channel Spacing	25 kHz



**Table 1-3** General Specifications for GTR 8000 Base Radio (700 and 800 MHz HPD) (Continued)

<b>General Specifications</b>	
Modulation	64 QAM, 16 QAM, QPSK
Frequency Stability	External Reference
Frequency Generation	Synthesized

**Table 1-4** Transmitter Specifications for GTR 8000 Base Radio (700 and 800 MHz HPD)

<b>Transmitter Specifications</b>	
Frequency Range	764-776, 851-870 MHz
Power Output	2-50 W
Electronic Bandwidth	Full Bandwidth
Modulation Fidelity	10%
Spurious and Harmonic Emissions Attenuation	90 dB
Emissions Designators	17K7D7W
Adjacent Channel Power Ratio	
	25 kHz offset, 22 kHz BW: 58 dB
	37.5 kHz offset, 25 kHz BW: 65 dB
Intermodulation Attenuation	80 dB
RF Output Connector Type	N female
RF Impedance	50 Ohms

Full transmitter output power is available during battery revert.

**Table 1-5** Receiver Specifications for GTR 8000 Base Radio (700 and 800 MHz HPD)

<b>Receiver Specifications</b>	
Frequency Range	792-825 MHz
Sensitivity 1% Bit Error Rate Static (BER)	
	64 QAM: -98 dBm
	16 QAM: -104 dBm
	QPSK: -111dBm
Faded Sensitivity 1% Bit Error Rate TU50 (BER)	
	64 QAM: -90 dBm
	16 QAM: -96 dBm
	QPSK: -101 dBm
Faded Sensitivity 5% Bit Error Rate HT200 (BER)	
	64 QAM: -90 dBm



**Table 1-9** Receiver Specifications for GTR 8000 Expandable Site Subsystem (700 and 800 MHz HPD) (Continued)

<b>Receiver Specifications, including RFDS</b>	
Co-Channel Rejection QPSK	11 dB
RF Input Connector Type	BNC female
RF Impedance	50 Ohms

\* Reference signal is QPSK

**Table 1-10** Transmitter RFDS Specifications for GTR 8000 Expandable Site Subsystem (700 and 800 MHz HPD)

<b>Transmitter Specifications: RFDS</b>	
Frequency Range	764-776, 851-870 MHz
Insertion Loss (150 kHz spacing)	4.0 dB typ
Tx-Tx Isolation (150 kHz spacing)	32 dB
RF Output Connector Type	7/16 female

**Table 1-11** Receiver RFDS Specifications for GTR 8000 Expandable Site Subsystem (700 and 800 MHz HPD)

<b>Receiver Specifications: RFDS</b>		
Frequency Range	792-825 MHz	
	Typical	Maximum
Noise Figure	3.3 dB	4 dB
Gain	13 dB	-16 to 24 dB adjustable
3rd Order Input Intercept	8 dBm	



GTR 8000 receive multicouplers/low noise amplifiers (RMCs/LNAs) have a green Status LED and red Alarm LED next to the DIP switches. These LEDs are either off or on, depending on the condition of the module, as indicated in the table.

**Table 9-6** GTR 8000 RMC/LNA Module LED States

Information State	Alarm LED (red)	Status LED (green)
No Power	Off	Off
Failure	On	Off
Online	Off	On

## RFDS Equipment Specifications

This section provides specifications for all the RFDS equipment: transmit filter, diplexer, site preselector filter, diplexer, cavity combiner, and receiver multicoupler / low noise amplifier.

### Transmit Filter Specifications

Table 9-7 provides the specifications for the GTR 8000 transmit filter.

**Table 9-7** GTR 8000 Transmit Filter Specifications

	700 MHz Tx Filter	800 MHz Tx Filter	Notes
Frequency range	762-776 MHz	851-870 MHz	
Insertion loss	0.7 dB	0.7 dB	
VSWR max.	1.5:1	1.5:1	
Rx selectivity	35 dB	35 dB	
Peak instantaneous power	32000 W	32000 W	
Input Connector	7/16	7/16	
Output Connector	7/16	7/16	



**Table 9-7** GTR 8000 Transmit Filter Specifications (Continued)

	700 MHz Tx Filter	800 MHz Tx Filter	Notes
Power monitor connector	Dsub-9 Male	Dsub-9 Male	
Forward power range	0-500W	0-500W	0-5V DC out
Reverse power range	0-500W	0-500W	0-5V DC out

## Diplexer Specifications

A diplexer is used in place of the transmit filter if 700 and 800 MHz channels are located at the same site (custom configuration required).

**Table 9-8** GTR 8000 Diplexer Specifications

	700 MHz Tx Filter	800 MHz Tx Filter	Notes
Frequency range	762-776 MHz	851-870 MHz	
Insertion loss	0.8 dB	0.8 dB	
VSWR max.	1.5:1	1.5:1	
Rx selectivity	35 dB	35 dB	
Peak instantaneous power	9000 W	9000 W	
Input Connector	7/16	7/16	
Output Connector	7/16	7/16	
Power monitor connector	Dsub-9 Male	Dsub-9 Male	
Forward power range	0-500W	0-500W	0-5V DC out
Reverse power range	0-500W	0-500W	0-5V DC out

## Site Preselector Filter Specifications

Table 9-9 provides the specifications for the GTR 8000 site preselector filter.

**Table 9-9** GTR 8000 Site Preselector Filter Specifications

	700/800 MHz Rx Filter
Frequency range	792-825 MHz
Insertion loss	1 dB
VSWR max.	1.5:1
Tx selectivity	75 dB



**Table 9-9** GTR 8000 Site Preselector Filter Specifications (Continued)

700/800 MHz Rx Filter	
Input Connector	QMA
Output Connector	QMA
Test Port Connector	BNC
Test Port Coupling	-30 dB

## Duplexer Specifications

Table 9-10 provides the specifications for the GTR 8000 duplexer.

**Table 9-10** GTR 8000 Duplexer Specifications

	700 MHz Duplexer	800 MHz Duplexer	Notes
Tx Frequency range	762-776 MHz	851-870 MHz	
Rx Frequency range	792-806 MHz	806-825 MHz	
Insertion loss Tx	1 dB	1 dB	
Insertion loss Rx	1 dB	1 dB	
VSWR max.	1.5:1	1.5:1	
Rx isolation	80 dB	80 dB	
Tx isolation	80 dB	80 dB	
PIM	-120 dBc	-120 dBc	2 x 43 dBm
Antenna Connector	QN	QN	
Rx/Tx Output Connector	QN	QN	

## Cavity Combiner Specifications

Table 9-11 provides the specifications for the GTR 8000 cavity combiner.

**Table 9-11** GTR 8000 Cavity Combiner Specifications

	700 MHz Combiner	800 MHz Combiner	Notes
Frequency range	762-776 MHz	851-870 MHz	
Insertion loss 250 kHz ch spacing	4.3 dB	4.3 dB	
Insertion loss 150 kHz ch spacing	4.3 dB	4.3 dB	



**Table 9-11** GTR 8000 Cavity Combiner Specifications (Continued)

	700 MHz Combiner	800 MHz Combiner	Notes
Frequency stability over power and temperature	40 kHz	40 kHz	
Max input power per channel	100W RMS	100W RMS	Unit is 6 channels integrated
Output VSWR max.	2.5:1	2.5:1	1.8:1 with manifold tuning
Tx-Tx isolation	32 dB	32 dB	
Input VSWR max	1.3:1	1.3:1	
Min channel spacing	150 kHz	150 kHz	
Input connector on Isolator	QN	QN	
Output Connector	7/16	7/16	

## Receiver Multicoupler/Low Noise Amplifier (RMC/LNA) Specifications

Table 9-12 provides the specifications for the GTR 8000 RMC/LNA.

**Table 9-12** GTR 8000 Receiver Multicoupler/Low Noise Amplifier (RMC/LNA) Specifications

	Site RMC/LNA prime out	Site RMC/LNA expansion out	Cabinet RMC/LNA	Notes
Frequency range	746-940 MHz	746-940 MHz	746-940 MHz	
Attenuator range	0-31 dB	0-31 dB	0-31 dB	
Default attenuator setting	4 dB	4 dB	14 dB	
Default Overall Gain	11 dB	13 dB	3 dB	Factory preset
Noise Figure	2.6 dB	2.4 dB	2.6 dB	
Third Order input intercept	8.6 dBm	8.6 dBm	16.1 dBm	
Input connector type	QMA	QMA	QMA	
Output connector type	QMA	BNC	Harting 6 way mini coax	
VSWR max	1.5:1	1.5:1	1.5:1	All ports



**EXHIBIT "C" "Site Access"**

**EXHIBIT C "Site Access"**

MN/DOT-OEC will provide a designated Metropolitan Emergency Services Board (MESB) individual with a key to the Hastings tower compound (fence gate), as well as a key to the equipment shelter doors. Lynn Ness, Mn/DOT Project Manager, will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by the MESB. Mr. Ness can be reached at (651) 582-1430.

Metropolitan Emergency Services Board shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. The MESB and or its contractors will be responsible for securing the shelter doors and compound gate when leaving the premise. Failure to do so could result in termination of the License Agreement.

Metropolitan Emergency Services Board must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. The MESB or its designee must call Lynn Ness, at (651) 582-1430. In the event that Mr. Ness is not available, MESB (or designee) should leave a message at (651) 582-1004 that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative will return the call to the designated MESB personnel to acknowledge the request to enter.

In the case where the site visit is unscheduled, MESB must notify Lynn Ness at the number provided above on the next regularly scheduled work day. In the event that Mr. Ness is not available, the MESB individual or designee should leave a message at (651) 582-1004 that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

Meeting the requirements for site access as discussed in this License Agreement should not be confused with maintenance and repair activities and requirements that are covered under the cooperative agreement between users of the ARMER system and the Metropolitan Emergency Services Board.



## **STRUCTURAL ANALYSIS**

A structural analysis will not be required for the installation of the equipment as provided for in Exhibit B of this Agreement.

Exhibit D



**STATE OF MINNESOTA**  
**AMENDMENT OF LICENSE**

License No. LI-184

Amendment No. 1

THIS AMENDMENT made this 16th day of November, 2006, by and between State of Minnesota, Department of Administration, hereinafter referred to as LICENSOR, acting for the benefit of the Department of Transportation and Metropolitan Emergency Services Board, 2099 University Avenue West, Suite 201, St. Paul Minnesota 55104, hereinafter referred to as LICENSEE.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.04, subd. 5, to manage and control state property, real and personal and 16B.24 Subd. 5 to rent out state-owned property,;

WHEREAS, LICENSOR and LICENSEE entered into License No. LI-184 dated June 19, 2006, involving the use of antenna space on LICENSOR'S tower and space in LICENSOR'S shelter located at 1200 East 18<sup>th</sup> Street in the city of Hastings;

WHEREAS, LICENSOR and LICENSEE deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said License;

NOW THEREFORE, LICENSOR and LICENSEE agree to substitution and/or addition of the following terms and conditions, which shall become a part of License No. LI-184 effective as of the date set forth hereinafter.

**1. LIABILITY INSURANCE**

- 1.1 Clause 11 of the License is hereby deleted and of no further force or effect.
- 1.2 LICENSEE agrees maintain self insurance or acquire at its sole expense during the term of this and any extension thereof, commercial general liability insurance as follows:
  - a. Minimum limits of liability:
    - (i) \$ 300,000 per claimant.
    - (ii) \$1,000,000 per occurrence.

- b. Coverages:
- (i) Bodily injury.
  - (ii) Property damage.
  - (iii) Personal injury.
  - (iv) Blanket contractual.
  - (v) Fire legal.
- 1.3 The commercial general liability insurance shall:
- a. Name the State of Minnesota (address: Department of Transportation, 395 John Ireland Boulevard, MS 730, St. Paul, Minnesota 55155) as additional insured.
  - b. Provide an endorsement thereon that insurer will give not less than thirty (30) days written notice to LICENSOR in the event of material change in or cancellation of the liability insurance.
- 1.4 LICENSEE shall provide LICENSOR with a certificate of insurance or a statement of self-insurance that provides proof that the required coverage has been obtained, including a reference to site name and/or license number.
2. Except as modified by the provisions of this Amendment, said License is ratified and confirmed as originally written.

NO ATTACHMENTS

IN TESTIMONY WHEREOF, the parties have set their hands on the date(s) appearing beneath their signatures.

LICENSEE:  
METROPOLITAN EMERGENCY SERVICES BOARD

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

By Myra Peterson

Title Chair

Date 1/22/2007

By Dir Martine

Title Asst Ramsey County Attorney

Date Jan 25, 2007

LICENSOR:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By Susan T. Estes  
Real Estate Management Division

Date JAN 29 2007

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

By Andrew W. [Signature]

Title DIRECTOR, DEC

Date 12/6/2006

RECOMMENDED:  
Acknowledgement of Non-Encumbrance  
DEPARTMENT OF TRANSPORTATION

By Delia Peterson

Title Business mgr.

Date 12/6/2006



**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #99464**  
**Moose Lake Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located on Tower Rd. 2.25 miles west of the City of Moose Lake, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Moose Lake Communications Facility located in the County of Carlton, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on October 1, 2011, and expiring September 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B2** and conform to the installation instructions in **Exhibit B2**.
- 3.4 DOC may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
- 5.4 Upon termination, DOC shall have one hundred eighty (180) days from the date of delivery of notice of termination to remove all of DOC'S equipment from the Communications Facility and MN/DOT'S Property. DOC'S failure to remove such equipment within one hundred eighty (180) days of expiration or termination of this Cooperative Agreement shall be deemed to be abandonment of the improvements and Mn/DOT may possess, remove and dispose of the equipment at will and charge DOC for the reasonable cost of removal and disposal thereof.

- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
- 6.6 Mn/DOT hereby grants to DOC easement rights to connect to services that are available from third party vendors.
- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
- 6.8 Mn/DOT shall have no liability to DOC for interruptions of electricity or telephone service by third party vendors or any other interruptions beyond Mn/DOT'S direct control.

## 7. DUTIES OF DOC

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
- 7.2 DOC shall in no way alter, disrupt, modify or damage existing drainage patterns and systems affecting the Communications Facility.
- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
- 7.5 All wiring shall conform to the existing wiring method used at the Communications Facility and shall conform to the National Electrical Code. DOC shall obtain, or require its contractors to obtain, any necessary permits from applicable units of local government.
- 7.6 DOC shall notify Mn/DOT'S Authorized Agent of any scheduled access or emergency access to the Communications Facility as described in **Exhibit C** "Site Access" attached hereto.
- 7.7 DOC shall install and maintain DOC'S antennas and equipment in accordance with standard engineering practices and in accordance with Mn/DOT'S technical standards, if any. DOC'S communications equipment shall be installed operated and maintained in conformance with 47 Code of Federal Regulations 1.1310, regulating radio frequency radiation exposure levels, and in conformance with all applicable rules and regulations established by the Federal Communications Commission.
- 7.8 DOC shall not cause any mechanic or materialmen's liens to be placed on Mn/DOT'S Property as a result of DOC'S occupancy of said Communications Facility.
- 7.9 DOC hereby agrees that DOC'S access to the Communications Facility shall be limited to personnel qualified to perform equipment installation, maintenance of electrical and other specialized equipment, and other work as necessary to maintain the DOC'S

communications system in proper working order in and around the Communications Facility and tower.

8. **CHANGES TO DOC'S EQUIPMENT** Any future changes to DOC'S antenna, cabling, or related equipment, as well as any changes of wattage, frequency, or functionality of DOC'S equipment, whether or not said alterations affect the fees payable under this Use Agreement or require one-time payments for engineering studies, plan review, modifications to MN/DOT'S property or any other reason, shall be included herein by Amendment hereto.
9. **INSURANCE** DOC and Mn/DOT agree that each party, and all subcontractors, 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. DOC, and subcontractors, agree to maintain self insurance or acquire at its sole expense during the term of this Agreement, commercial general liability insurance.

DOC, and its subcontractors, agree to provide proof of insurance if requested by Mn/DOT.

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

Minnesota Department of Transportation  
Office of Electronic Communications  
Attn: Lease Manager  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7947 or (651) 234-7977

DOC:

Minnesota Department of Corrections  
Attn: Victor Wanchena  
1450 Energy Park Drive, Suite 200  
St. Paul, MN 55108  
(651) 361-7200

- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
- 

**LIST OF EXHIBITS**

- EXHIBIT A: Location Map
- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Compound Layout Diagram
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

DOC certifies that the appropriate person(s) have executed the Use Agreement on behalf of DOC as required by applicable articles, bylaws, resolutions or ordinances

By David R Crist

Print Name: David R Crist

Title: Dep. Comm  
(Print or type)

Date: 8/26/11

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

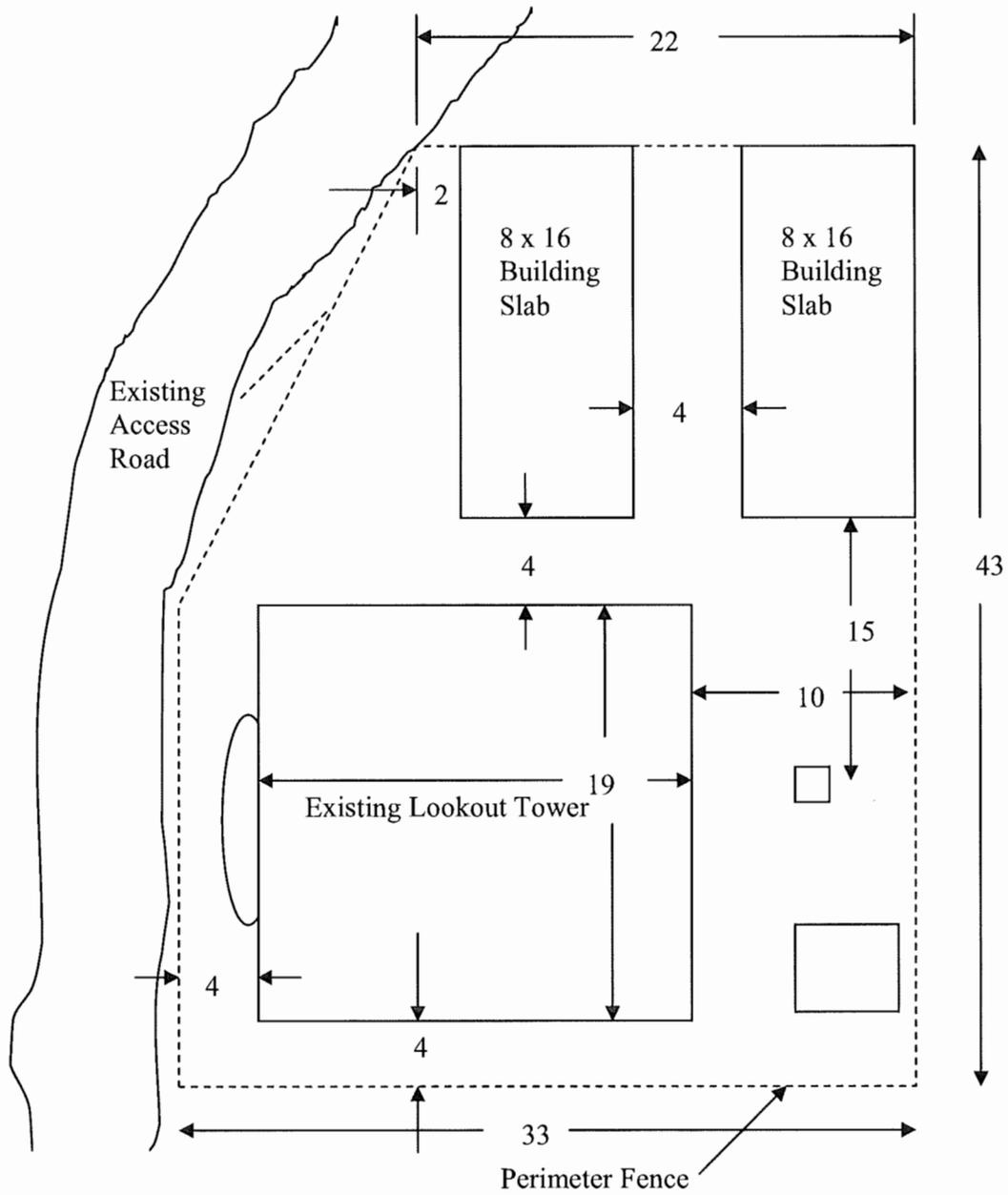
Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar Thakur  
Mukhtar Thakur

Title: Director

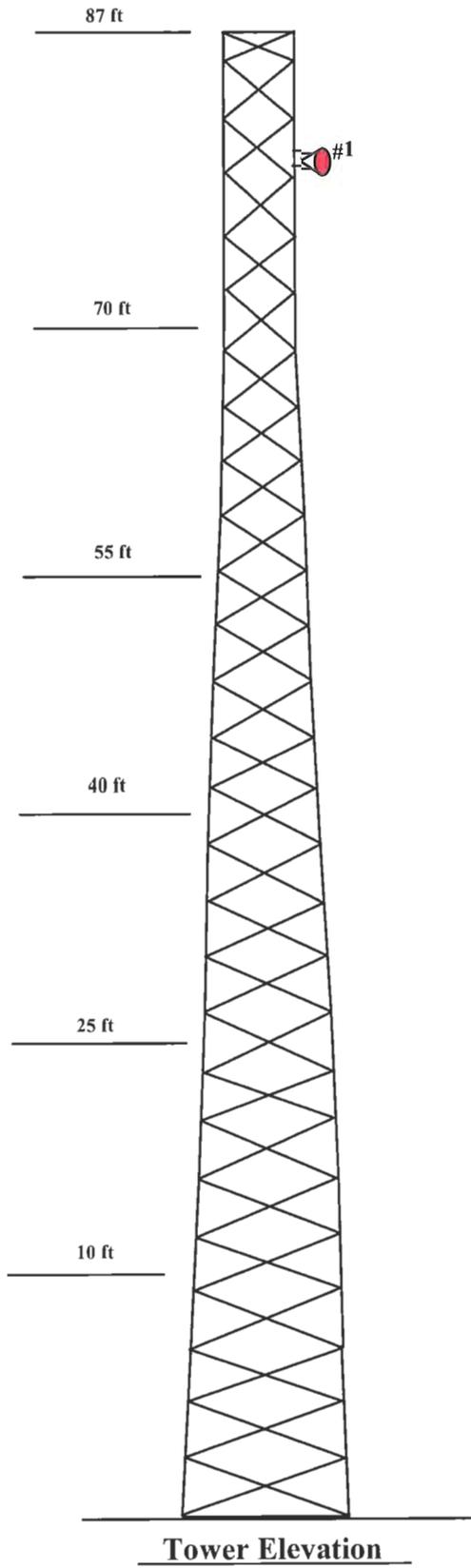
Date: Aug 19, 2011



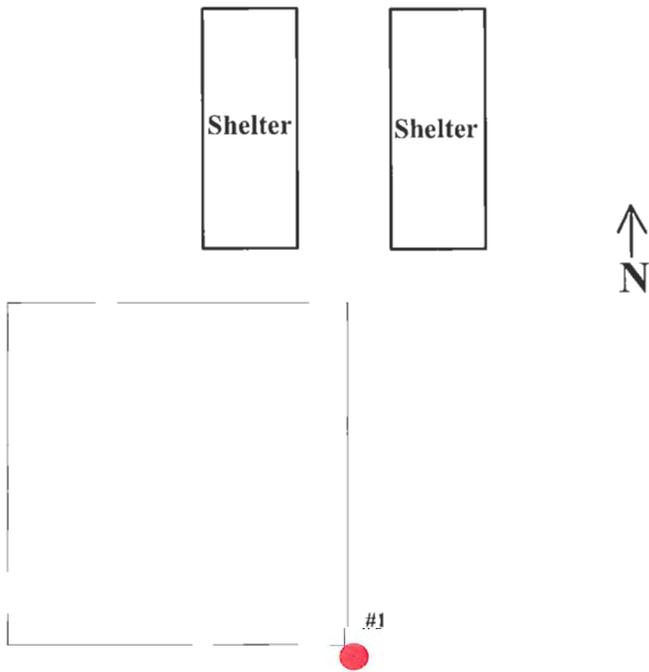
Moose Lake Lookout Tower Site

EXHIBIT A

ANTENNA KEY - MN Department of Corrections Antenna				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	Radiowaves HDP2-4.7	81'	Leg SE	1/2"
EQUIPMENT IN SHELTER - DOC				
Equip.	Description			
Motorola	PTP49600 Microwave			
FREQUENCY INFORMATION				
Transmit = 4.9 Ghz	Receive = 4.9 Ghz			



**Tower Orientation**



**Moose Lake Tower  
Minnesota Department of Transportation**

August 10, 2011  
Agreement #99464  
MN Department of Corrections

**Exhibit B1**

**Tower Elevation**

Scale = None

## **Installation Instructions**

### **RACK SPACE:**

MN Department of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

### **InterMod Panel:**

AGENCY shall install an Intermod Suppression Panel. This item is a requirement at all Mn/DOT towers and of all VHF radio users. A Sinclair PC2213 or equivalent. This item is necessary due to the close proximity of the County frequencies used at the site and the frequencies used by other public safety agencies.

### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

**“Site Access”**

MN/DOT-OEC will provide a designated MN Department of Corrections (AGENCY) individual (or their designee) with a key to the Moose Lake Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

**Contact Information**

Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

A structural analysis report is not required for this Lease Agreement.

The MN Department of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**STATE OF MINNESOTA**  
**COMMUNICATIONS FACILITY**  
**USE AGREEMENT**

**Agreement #99464**  
**Moose Lake Tower**

THIS AGREEMENT, by and between State of Minnesota, Department of Transportation, hereinafter referred to as Mn/DOT, and the Department of Corrections, hereinafter referred to as DOC;

WHEREAS, the Commissioner of Transportation is empowered by Minnesota Statute 174.70, Subd. 2 to enter into agreements to permit state owned communications equipment on Mn/DOT owned communications towers, land, buildings or other structures which are under the jurisdiction of the Commissioner of Transportation, and

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located on Tower Rd. 2.25 miles west of the City of Moose Lake, which is more fully described in Exhibit A, attached hereto, and

WHEREAS, MN/DOT has determined that said tower and shelter have excess capacity which is surplus to its needs and MN/DOT is willing and able to provide space on the Tower and in Shelter to DOC under certain terms and conditions, and

WHEREAS, DOC requires space on this Tower and in Shelter to install and maintain DOC'S communications equipment as described in the attached Exhibit B1.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, which each of the parties hereto acknowledge as adequate and sufficient, it is hereby agreed as follows:

**1. COMMUNICATIONS FACILITY**

MN/DOT grants and DOC accepts this "Agreement" for the use of Antenna space and shelter space on or within Mn/DOT's Moose Lake Communications Facility located in the County of Carlton, Minnesota, more fully described on attached Exhibit A.

**2. TERM**

The term of this Agreement is for ten (10) years, commencing on October 1, 2011, and expiring September 30, 2021

- 2.1 This Agreement shall renew automatically on the expiration date at the same terms and conditions as described herein, unless otherwise terminated by one or both parties as set forth in paragraphs 2.2 and 5 of this Agreement.
- 2.2 In the event that either party elects not to renew this Agreement or renegotiate the terms of the agreement before the expiration date, that party shall give written notice to the other party informing that they wish to terminate or renegotiate the Agreement. Said notice must be received forty-five (45) days prior to the expiration date.

**3. USE**

- 3.1 Mn/DOT hereby grants DOC a non-exclusive right to install, use and maintain DOC'S communications equipment on the Communications Facility, subject to the terms and conditions described herein. Mn/DOT reserves the right to allow Mn/DOT'S Property to be used by others and make additions, deletions and modifications to Mn/DOT'S communications equipment, if any, located on Mn/DOT'S Property.
- 3.2 Placement of Antenna(s): DOC shall, at DOC'S expense, mount DOC'S antenna(s) only in such location(s) on the Communications Tower as described in **Exhibit B1**, attached hereto.
- 3.3 Placement of Communications Equipment: DOC shall, at DOC'S expense, locate and install their Communications Equipment only in such location(s) inside Mn/DOT's shelter as described in **Exhibit B2** and conform to the installation instructions in **Exhibit B2**.
- 3.4 DOC may not add additional equipment or antennas from that described in **Exhibit B1**, attached hereto without the written approval of Mn/DOT, which shall be granted only in the form of a written amendment hereto.

**4. ELECTRICAL SERVICES FEE**

- 4.1 DOC agrees to pay to Mn/DOT for one (1) base station(s), for the Term of the Agreement the sum of three hundred dollars and zero cents (\$300.00), payable annually. Rates applied as noted below:

1 to 2 Stations	= \$300.00 per year
3 to 4 Stations	= \$400.00 per year
5 or more Stations	= \$500.00 per year

- 4.2 If this Agreement is terminated at any time other than on the first day of a month, the fee shall be prorated, beginning on the first day of the next month, as of the date of termination, and all prepaid fees shall be reimbursed to DOC.
- 4.3 DOC agrees to pay Mn/DOT the ANNUAL fee set forth above upon execution of this Agreement, and then annually upon receiving an invoice on anniversary date of this

Agreement. Payment will be mailed or delivered to the address provided below unless otherwise instructed on the invoice:

Minnesota Department of Transportation  
Office of Electronic Communications  
1500 West County Road B2 MS-730  
Roseville, Minnesota 55113  
(651) 234-7964

All correspondence and telephone calls concerning billing issues should be directed to the address provided above.

## 5. TERMINATION

- 5.1 DOC may terminate this Agreement for any reason at any time upon giving thirty (30) days written notice of such termination to Mn/DOT.
- 5.2 DOC may terminate this Agreement if DOC is unable to obtain the required governmental and Federal Communications Commission approvals to operate at the Communications Facility.
- 5.3 Mn/DOT may terminate this Agreement for the following reasons:
  - a. In the event of any failure of DOC to pay any fee due under this Cooperative Agreement within a reasonable amount of time. Or, any failure to perform any other of the terms, and conditions of this Agreement to be observed or performed by DOC for more than thirty (30) days after written notice of such default has been given to DOC. Upon such termination, DOC shall quit and surrender the Communications Facility to Mn/DOT; and by such repossession, Mn/DOT shall not be deemed to have waived its right (if any) to collect fees due (if any) from DOC hereunder or to enforce the other obligations of DOC hereunder.
  - b. Property is needed for governmental services, including but not limited to: tower space, shelter space, ground space, Highway requirements, or other required governmental services.
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- 5.5 Upon termination and at Mn/DOT'S written request, DOC shall restore any painted surfaces disturbed by DOC'S occupancy to their original condition.
- 5.6 Mn/DOT and DOC hereby agree that DOC shall not be reimbursed by Mn/DOT for any investment or expense incurred by DOC as a result of this Agreement upon termination of the Agreement.

**6. DUTIES OF MN/DOT**

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
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- 7.3 DOC, its employees, contractors or consultants shall not perform any construction or any physical modifications of the Communications Facility, including the tower and tower grounds, without first obtaining Mn/DOT'S written consent.
- 7.4 Prior to installing, replacing or modifying any equipment on the Communications Facility, DOC shall notify Mn/DOT'S Authorized Agent and secure written approval from Mn/DOT'S Authorized Agent to proceed.
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- EXHIBIT B1: Tower Diagram with DOC Antenna location
- EXHIBIT B2: Compound Layout Diagram
- EXHIBIT B3: Installation Instructions
- EXHIBIT C: Site Access
- EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

DOC certifies that the appropriate person(s) have executed the Use Agreement on behalf of DOC as required by applicable articles, bylaws, resolutions or ordinances

By David R Crist

Print Name: David R Crist

Title: Dep. Comm  
(Print or type)

Date: 8/26/11

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

By \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_  
(Print or type)

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

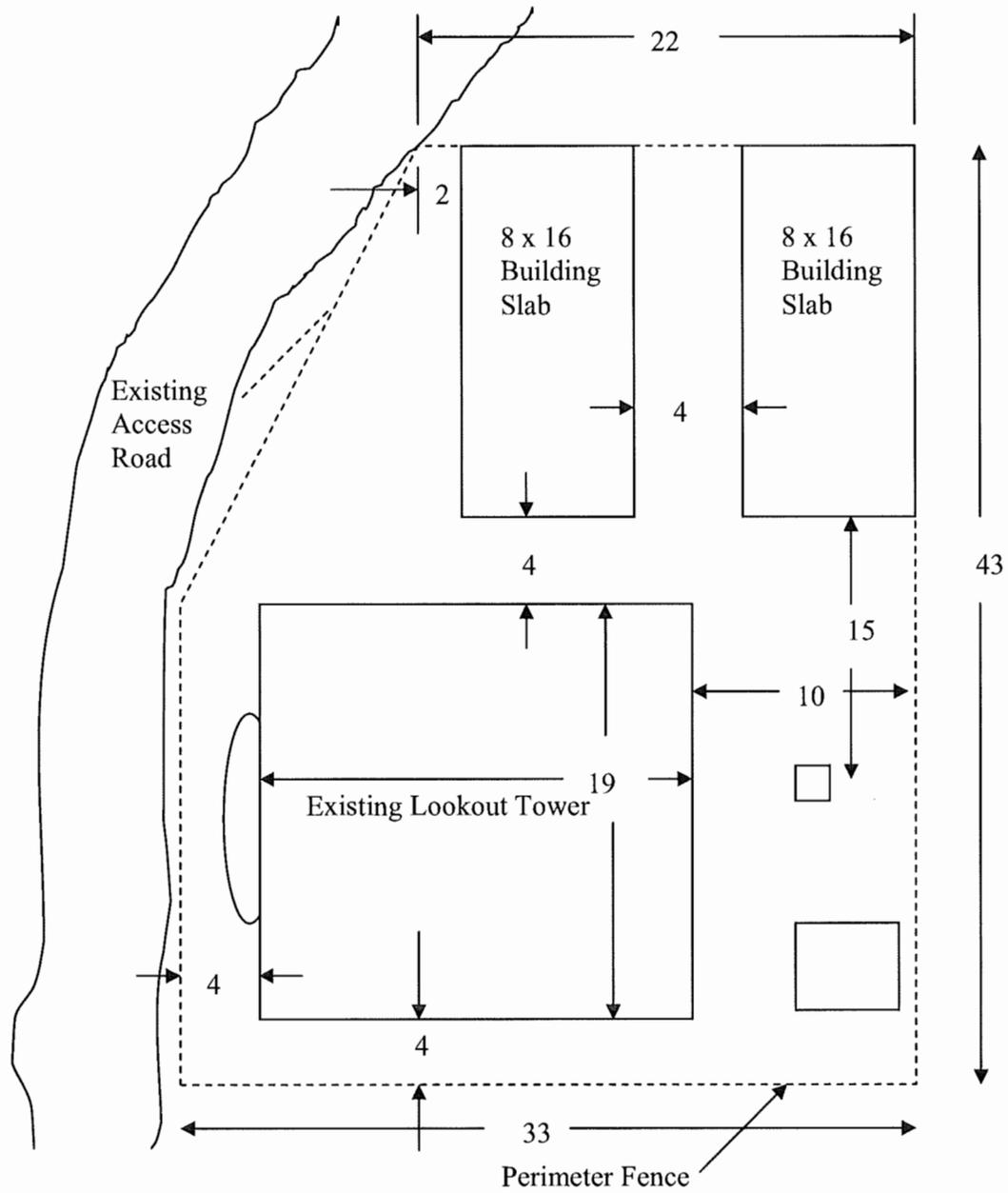
Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar Thakur  
Mukhtar Thakur

Title: Director

Date: Aug 19, 2011

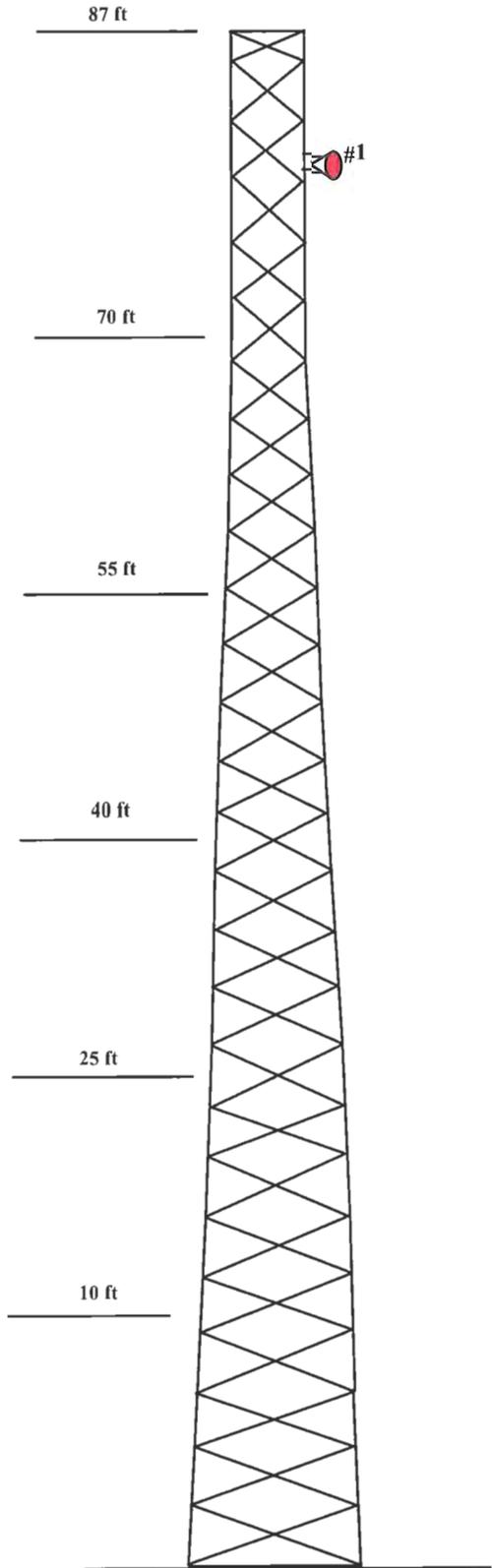
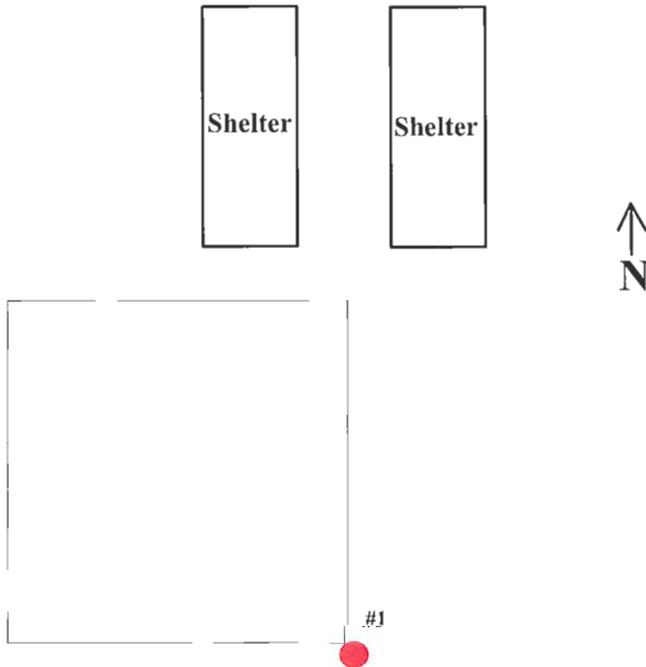


Moose Lake Lookout Tower Site

EXHIBIT A

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Equip.	Description			
Motorola	PTP49600 Microwave			
FREQUENCY INFORMATION				
Transmit = 4.9 Ghz	Receive = 4.9 Ghz			

**Tower Orientation**



**Tower Elevation**

Scale = None

**Moose Lake Tower**

**Minnesota Department of Transportation**

August 10, 2011  
 Agreement #99464  
 MN Department of Corrections

**Exhibit B1**

## **Installation Instructions**

### **RACK SPACE:**

MN Department of Corrections (AGENCY) or its contractor shall arrange for rack space with the Radio Maintenance Supervisor (RMS) in accordance with Exhibit B3.

If no Mn/DOT space is available, AGENCY will have to provide a rack to install in shelter. Rack type and installation location shall be approved by RMS.

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### **Grounding**

AGENCY or its contractor installation work shall be R56 compliant.

### **Entrance Panel**

AGENCY or its contractor shall arrange the entrance panel location with the RMS.

### **Coax Management**

AGENCY or its contractor shall arrange the cable management location with the RMS.

RMS  
Radio Maintenance Supervisor  
Darwin Salo  
(218) 742-1084  
(218) 404-0462 Cellular

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MN/DOT-OEC will provide a designated MN Department of Corrections (AGENCY) individual (or their designee) with a key to the Moose Lake Tower compound (fence gate). If necessary, the Radio Maintenance Supervisor (RMS), will be the Mn/DOT person who will arrange to have the key delivered (picked-up) to/by Agency.

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Agency shall have unlimited 24 hour, 365 days access to the facility to conduct necessary maintenance of their equipment. Agency and or its contractors will be responsible for securing the compound gate when leaving the premise. Failure to do so could result in termination of this Agreement.

**Site Entry Notification**

Agency or its designee must provide Mn/DOT with at least 24 hour notice of intent to enter the facility. Agency or its designee must call the Mn/DOT RMS cited above. If no answer at either number, Agency should leave a message at one of the numbers that includes: site name, date and time of anticipated entry, nature of site visit and a return phone number. A Mn/DOT representative may or may not return the call to the designated Agency personnel to acknowledge their request to enter. A return call by Mn/DOT is only necessary when there may be a conflict, or unusual circumstances occurring at the Communications Facility that may be of interest to Agency. Agency or its designees do not have to delay their scheduled visit if they do not receive a return phone call.

In the case where the site visit is unscheduled, Agency or its designee must notify the RMS cited above on the next regularly scheduled work day. In the event that there is no answer, the Agency individual or designee should leave a message that includes: individuals name, site name, date and time of entry and departure, nature of site visit and a return telephone number.

A structural analysis report is not required for this Lease Agreement.

The MN Department of Corrections antenna loading as requested will not require a structural analysis.

Exhibit D

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Project Identification:** Red Dye Fuel Monitoring Program

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Public Safety, Address: 1110 Centre Pointe Curve, Mendota Heights, Minnesota 55120 (“DPS”).

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 July 31, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Source Type 6265.
- 2.2 MnDOT is in need of assistance from DPS to inspect and take diesel fuel samples from commercial vehicles being operated on the public roadways throughout the state.
- 2.3 DPS will inspect and take diesel fuel samples from vehicles being operated on the public roadways throughout the state. Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities; 15% of the samples taken will be as a result of specific Red Dyed Fuel (RDF) Enforcement Projects whereby the RDF activities will be the primary reason for the contact and these activities will be performed by officers working regularly scheduled shifts. The remaining 15% will come from fuel sampling activities performed by officers working on overtime. While on overtime, the officers will focus on red-dyed fuel enforcement activities. DPS will acquire approximately 7,000 fuel samples each State Fiscal Year (SFY) included in the term of this Agreement as part of this project and determine if RDF is being used. If RDF is in use on public roadways, a determination will be made as to what enforcement action will be taken.
- 2.4 DPS will submit a quarterly and annual report to MnDOT, outlining project activities and progress, including number of samples taken and number of “positive” tests indicated.
- 2.5 See Exhibit A for additional information.

**3 Consideration and Payment**

- 3.1 DPS will be reimbursed at an amount not to exceed \$340,000.00, according to the breakdown of costs described in Exhibit B.
- 3.2 DPS must submit invoices electronically for payment, on a quarterly basis, using the format set forth in Exhibit C. DPS will submit a quarterly report on their activities along with each invoice.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed \$340,000.00.

**4 Conditions of Payment**

- 4.1 All services provided by DPS 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 DPS’s invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel****5.1 MnDOT's Authorized Representative will be:**

Name: Ashley Duran, Contract Administrator (or his/her successor)  
 Address: Minnesota Department of Transportation  
 Consultant Services Section, Mail Stop 680  
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
 Telephone: 651-366-4627  
 E-Mail: [ashley.duran@state.mn.us](mailto:ashley.duran@state.mn.us)

**5.2 MnDOT's Project Manager will be:**

Name: Brian Gage, Director (or his/her successor)  
 Address: Minnesota Department of Transportation  
 Program Development Section, Mail Stop 440  
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
 Telephone: 651-366-3748  
 E-Mail: [brian.gage@state.mn.us](mailto:brian.gage@state.mn.us)

**5.3 DPS's Authorized Representative will be:**

Name: Captain Jonathan Olsen  
 Address: Minnesota Department of Public Safety  
 State Patrol Division, Commercial Vehicle Section  
 1110 Centre Point Curve, Mendota Heights, Minnesota 55120  
 Telephone: 615-405-6185  
 E-Mail: [jonathan.olsen@state.mn.us](mailto:jonathan.olsen@state.mn.us)

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** DPS 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, DPS 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.** DPS agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](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. DPS'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, DPS 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.

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: *R. Hauncy*

Date: 6-10-15

SWIFT Contract (SC) ID No. 94356

Purchase Order (PO) ID No. 3000245467

**MnDOT**

By: *Nancy Daubinger*  
(with delegated authority)

Title: Division Director

Date: 6/15/15

**DPS\***

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

By: *Joseph De*

Title: CAPTAIN

Date: 5/28/2015

**MnDOT CONTRACT MANAGEMENT**

By: *Ryan Hauke*

Date: 6/17/15

## EXHIBIT A DETAILED SCOPE OF WORK AND DELIVERABLES

The use of red-dyed diesel fuel (fuel on which no road-use taxes are paid) on the highways of our state is estimated to cost the state of Minnesota several million dollars each year in unpaid road-use taxes.

### 1. WHAT IS RED-DYED FUEL?

As of October 1, 1993, operators of on-highway diesel engine powered vehicles throughout the United States (US) were required by US Environmental Protection Agency (EPA) regulations to use low (<0.05%) sulfur fuel.

US EPA and Internal Revenue Service (IRS) regulations require, since October 1, 1994, that high-sulfur and/or tax-exempt diesel fuels be dyed red to facilitate identification. Initial EPA low-sulfur diesel regulations, which took effect on October 1, 1993, required addition of blue dye to non-complying high-sulfur (>0.05 wt %) fuels. The requisite dye was subsequently changed from blue to red in response to Federal Aviation Administration (FAA) concerns that blue-dyed diesel fuel might be confused with the most common aviation gasoline, which was already being dyed blue.

The EPA regulations, which apply at the refinery gate, require "visible evidence of the presence of red dye" to identify high-sulfur fuels that are intended for off-highway use. The presence of dye serves only as an indicator. Detection of dye in fuels in on-highway use triggers measurement of sulfur content. Penalties are assessed based on observed sulfur content, not on the presence of dye. In practice, the EPA regulations require refiners to add a level of Solvent Red 164 dye that is equivalent to no more than 0.75 lb/1000 bbl (ptb) of a solid Solvent Red 26 dye standard.

The more-specific IRS regulations require that tax-exempt high-sulfur and low-sulfur diesel fuels contain (as a minimum) a level of a Solvent Red 164 dye that is spectrally equivalent to 3.9 ptb (11.1 mg/L) of Solvent Red 26 dye standard. Solvent Red 26 is used as the standard because it is a single chemical compound that is available in pure form. Solvent Red 164 is specified for use in commercial products because it is more fuel soluble and less costly than the standard. Despite industry objections, the IRS argues that the high dye level specified is necessary to enable detection even after five-fold dilution of dyed fuel with undyed fuel.

The current federal excise tax on diesel fuel is \$0.244 per gallon. However, certain fuel uses are tax-exempt or subject to a reduced rate. These include: heating, farming, use by state or local governments or nonprofit educational organizations, and boats engaged in fishing or transportation. Dyed diesel fuel may be used only for non-taxable purposes. Anyone who knowingly sells or uses dyed diesel fuel for taxable purposes or who willfully alters the concentration of dye in diesel fuel is subject to a monetary penalty. The 1993 Act gives the IRS authority to enforce the diesel fuel tax, including the authority to inspect terminals, dyes, dyeing equipment, and fuel storage facilities, and to stop, detain and inspect vehicles.

Because the natural color of diesel fuels varies from nearly colorless to amber, red dye concentration cannot be measured accurately by simple visible spectroscopy. To circumvent the difficulty, the IRS, working with the US Air Force Aerospace Laboratory, developed a second derivative visible spectroscopic method (STFL-101A). The computer-facilitated method, which uses the amplitude difference between the definitive second derivative spectrum maximum at 538 nanometers (nm) and the minimum at 561 nm to determine red dye concentration, effectively eliminates interference from the background color of the fuel.

### 2. HOW/WHY DO RED-DYED FUEL VIOLATIONS OCCUR?

Many people who operate diesel powered automobiles view using off-road fuels as an easy way to circumvent the road tax paid on non-dyed fuels. Their vehicles function fine on the dyed fuel and they buy these fuels with the intent to escape the appropriate state and federal taxes.

The trucking industry (when healthy) typically operates on a profit margin between 2% and 7%. Managers naturally seek out ways in which to decrease overhead costs without reducing their customer services. Fuel is the largest overhead expense for the trucking industry and motor carriers can save 25%-40% of this, their greatest operational expense, by regularly using red-dyed fuels (RDF) in their on-road operations.

This type of tax evasion can easily be accomplished by the use of after-hours credit card payment systems. This road-tax evasion is estimated to cost the state of Minnesota several million dollars each year.

The Minnesota statute is explicit in its prohibition against and the penalties involved in using RDF upon the highways:

*Excerpted from Minnesota Statutes 296A.22*

**Subdivision 4: Unlawful Use of Dyed Fuel**

- (a) *If any dyed fuel is sold or held for sale by a person for any use which the person knows or has reason to know is not a nontaxable use of the fuel; or if any dyed fuel is held for use or used in a licensed motor vehicle or for any other use by a person for a use other than a nontaxable use and the person knew, or had reason to know, that the fuel was so dyed; or if a person willfully alters, or attempts to alter, the strength or composition of any dye or marking in any dyed fuel, then the person shall pay a penalty in addition to the tax, if any.*
- (b) *Except as provided in paragraph (c), the amount of penalty under paragraph (a) for each act is the greater of \$1,000, or \$10 for each gallon of dyed fuel involved.*
- (c) *With regard to a multiple violation under paragraph (a), the penalty shall be applied by increasing the amount in paragraph (b) by the product of (1) such amount, and (2) the number of prior penalties, if any, imposed by this section on the person, or a related person, or any predecessor of the person or related person.*
- (d) *If a penalty is imposed under this subdivision on a business entity, each officer, employee, or agent of the entity who willfully participated in any act giving rise to the penalty is jointly and severally liable with the entity for the penalty.*

**3. HOW CAN RDF USAGE BE DETECTED?**

With the assistance of DPS's Minnesota State Patrol, Commercial Vehicle Section, the Minnesota Department of Revenue (MnDOR) and the local IRS office have each assessed an estimated \$888,000 in back-taxes and penalties since the original project began as a result of these enhanced RDF tax enforcement activities.

Activities such as routine roadside commercial vehicle/driver safety inspections offer officers an opportunity to obtain a preliminary fuel sample using a pipette. Prior to sampling, the driver is presented with IRS Notice #916 "*Taxable Fuel Inspection Notice*" which details the authority of agents to inspect for RDF usage. The driver also receives an information pamphlet that discusses red-dyed fuel prohibitions and usage penalties.

If the officer is able to visually detect RDF in the pipette sample, a second, evidentiary sample is taken using a hand pump siphon and a *Chain of Custody Control Document* is initiated for this second sample. A *Field Report/Checklist*, documenting driver, vehicle, owner, and carrier information is also begun at this time. A Petrospect Fuel Analyzer has been purchased and is employed for preliminary analysis in the field before the evidentiary sample is drawn. This device has worked to almost entirely eliminate "false positives" when used.

When a positive sample is detected, the driver is further provided with an *Initial Violation Notice* and an *Information Pamphlet* describing sample processing and the possible penalties involved.

Before being released from the site, the driver is advised he/she has 24 hours to completely remove all RDF from the vehicle. The sampling officer forwards the sample to the MnDOR who records and forwards the sample to the local IRS office. The IRS then forwards it to a US Air Force testing laboratory for spectroscopic examination and assessment.

**4. WHAT ENFORCEMENT ACTION CAN BE TAKEN?**

If the testing laboratory confirms the sample contains RDF, then the local IRS office is so notified and the MnDOR or the IRS office initiates a prosecutorial case. Officers from either or both revenue agencies will then make a follow-up visit to the business location. Samples of fuel are taken from all other vehicles on-site, as well as any bulk storage tanks on the premises. Fuel supply records are audited during this visit and compared to vehicle-miles-traveled, among other things, to determine if the business entity is in fact purchasing enough road-taxed fuel to legally operate all of their on-road vehicles. Unpaid road-use taxes and appropriate additional penalties may be assessed by both agencies based upon this follow up audit.

If the taxpayer wishes to appeal the auditors' findings, the case will be moved to the appropriate state or federal tax court for adjudication. Upon a decision or a finding by the court, the case will then be remanded to the respective revenue agencies for collection as necessary.

**100% of all road-use tax recovered by the MnDOR is deposited directly into the Minnesota Highway User Tax Distribution Fund. 100% of all road-use tax recovered by the IRS is deposited directly into the Federal Highway Trust Fund.**

## **5. PLAN OF ACTION**

During State Fiscal Years (SFY) 2016 and SFY 2017, DPS will continue its symbiotic relationship with the MnDOR to inspect and acquire fuel samples from diesel powered vehicles operated on public roadways throughout the state.

When a retailer has been identified as providing RDF for highway use vehicles the team may determine to pursue surveillance activities to determine which vehicles may be utilizing non-taxed fuel. Often this activity occurs outside normal business hours using credit card payment systems.

Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities. These will typically not be charged against the project budget as they are usually very short intervals and can be viewed as part of the safety inspection activity.

Another 15% of the samples taken will be as a result of specific RDF Enforcement Projects whereby the RDF activities will be the primary reason for the contact and further non-RDF enforcement activities may ensue as a result of the initial contact. These activities will be performed by officers working regularly scheduled shifts (not on an overtime basis). The remaining 15% of the samples will originate from fuel sampling activities performed by officers working RDF-specific activities on overtime. While on overtime, the officers will focus on RDF enforcement activities taking appropriate enforcement action on other violations detected as a result of the RDF project activities. With our inherent lack of staffing and manpower, this will help to ensure that our many other CMV safety related activities will not suffer due to a drain on our personnel resources as a result of the RDF project. DPS will obtain approximately 7,000 fuel samples each year of the project (SFY), and will report quarterly to the granting agency reference project activities and progress.

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**EXHIBIT B  
BUDGET DETAILS**

<b>Description</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>Total Cost</b>
Regular Salaries	\$70,000.00	\$70,000.00	\$140,000.00
Overtime Salaries	\$30,000.00	\$30,000.00	\$60,000.00
Fringe Costs	\$31,000.00	\$31,000.00	\$62,000.00
In-State Travel Costs	\$2,500.00	\$2,500.00	\$5,000.00
Out-State Travel Costs	\$1,500.00	\$1,500.00	\$3,000.00
Vehicle with Equipment	\$0.00	\$32,000.00	\$32,000.00
Supply/Material Costs	\$7,500.00	\$7,500.00	\$15,000.00
Indirect Costs	\$11,500.00	\$11,500.00	\$23,000.00
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$340,000.00</b>

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**EXHIBIT C  
INVOICE FORM**

INVOICE NO. \_\_\_\_\_

**Invoice Instructions:**

1. DPS must complete the invoice in their entirety and sign it.
2. DPS must attach supporting documentation and scan the entire invoice package\*, **in the following order:**
  - a. Completed, signed Invoice Form
  - b. Supporting Documentation

*Note: Whenever possible, please convert landscape pages to portrait pages and optimize the document to decrease the size.*
3. DPS must e-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Agreement No. 1000658  
 Agreement Expiration Date: July 31, 2017

Estimated Completion: \_\_\_\_\_ %  
 Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Regular Salaries	\$140,000.00			
Overtime Salaries	\$60,000.00			
Fringe Costs	\$62,000.00			
In-State Travel Costs	\$5,000.00			
Out-State Travel Costs	\$3,000.00			
Vehicle with Equipment	\$32,000.00			
Supply/Material Costs	\$15,000.00			
Indirect Costs	\$23,000.00			
<b>Net Earnings Totals:</b>	<b>\$340,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an Invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
<b>Total*</b>			

\*Must Match Net Earnings Totals Above

I certify that the statements contained on this Invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice.

Contractor: Minnesota Department of Public Safety

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Contract Administrator for possible alternatives.

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MN.IT SERVICES  
FOR  
PROVIDING PHYSICAL AND LOGICAL REDUNDANCY IN FIBER NETWORK**

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Office of MN.IT Services (“MN.IT”).

**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 enhance financial effectiveness by sharing resources to relocate MnDOT fiber at the T.H. 14W/T.H. 52 interchange AND share existing fiber to create a comprehensive and redundant fiber network that serves the agencies’ communications, computer networks, traffic signal operations ITS systems, etc. all in Rochester, MN and,
3. Both parties are willing to enter into this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement:**
  - 1.1 **Effective date.** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes § 16C.05, subdivision 2.
  - 1.2 **Expiration date.** This Agreement will expire on June 30, 2035, unless terminated earlier pursuant to Article 10.
2. **Scope of Work and Responsibilities of Each Party:**
  - 2.1 **MnDOT responsibilities.** MnDOT will:
    - 2.1.1 Establish a partnership account for deposit of proceeds to be received from MN.IT.
    - 2.1.2 Upon full execution of the Agreement, create and enter an invoice in SWIFT.
    - 2.1.3 Use the proceeds from MN.IT (\$20,000.00) to remove MnDOT’s existing patching cabinet at the northwest quadrant of T.H. 14W/T.H. 52 interchange and relocate MnDOT fiber from that cabinet, approximately 400’ northwest, into Rochester’s communications shelter. MnDOT will hire a contractor to do this work.
      - 2.1.3.1 Removal of the patching cabinet and relocation of the fiber by MnDOT must be performed to MN.IT’s satisfaction, as determined at the sole and reasonable discretion of MN.IT’s Authorized Representative.
    - 2.1.4 In exchange for MN.IT’s funding of the relocation of MnDOT fiber, MnDOT will provide MN.IT with 2 strands of dark single mode fibers between the existing communications

shelter at the northeast quadrant of T.H.14 & South Broadway in Rochester, easterly along T.H. 14 and connecting into Rochester Community Technical College (RCTC).

2.2 ***MN.IT responsibilities.*** MN.IT will:

- 2.2.1 Provide a redundant path for fiber-borne signals between MnDOT headquarters and RCTC (in Rochester).
- 2.2.2 Maintain and repair MN.IT's fiber network in a timely manner to provide continuity, consistency and redundancy in the fiber system.

3. **Terms of Payment**

- 3.1 MnDOT will invoice MN.IT as follows: \$20,000.00 upon execution of this agreement.
- 3.2 MN.IT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MN.IT will make undisputed payments no later than 30 days after receiving MnDOT's invoice. If an invoice is incorrect, defective or otherwise improper, MN.IT will notify MnDOT within 10 days of discovering the error. After MN.IT receives the corrected invoice, MN.IT will pay MnDOT within 30 days of receipt of such invoice.
- 3.3 MnDOT must create and enter an invoice in SWIFT.
- 3.4 MN.IT will make payment using the bilateral netting process in SWIFT.
- 3.5 MN.IT's maximum obligation under this agreement is \$20,000.00. Upon completion of the work described in Article 2.1.3, any unused funds will be refunded to MN.IT.
- 3.6 MnDOT will be responsible for any costs, to complete the work described in 2.1.3, which may exceed MN.IT's maximum contribution.

4. **Authorized Representatives**

- 4.1 ***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.

4.2 ***MnDOT's Authorized Representative*** is

Name: Michael Schweyen (or his successor)  
 Title: Traffic Engineer - Principal  
 MnDOT - District 6 - Rochester  
 Street Address: 2900 48<sup>th</sup> Street NW  
 City State Zip: Rochester, MN 55901  
 Telephone: 507-286-7636  
 Email: michael.schweyen@state.mn.us

4.3 ***MN.IT's Authorized Representative*** is:

Name: Jim E. Johnson (or his successor)  
 Title: Communications Director  
 Office: MN.IT Services  
 Street Address: 658 Cedar Street  
 City State Zip: St. Paul, MN 55155  
 Telephone: 651-201-1016  
 Email: jim.e.johnson@state.mn.us

5. **Liability**

- 5.1 Each party is solely responsible for its own acts or omissions and the results thereof, to the extent permitted by law.

6. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the both parties relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.
7. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.
8. **Government Data Practices:**

The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.
9. **Assignment and Amendments**
  - 9.1 *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.
  - 9.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.
10. **Waiver; Contract Complete**
  - 10.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
  - 10.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
11. **Termination:** Either party may terminate this Agreement at any time, with or without cause, upon 12 months written notice to the other party.

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

**MN.IT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.03.

Signed: *Lequette Pochet*  
Date: 6/17/15

**MnDOT**

By: *Michael Bruner*  
(with delegated authority)

SWIFT Contract (SC) ID No.: 94837  
Purchase Order (PO) ID No.: 3-9984

Title Division Director  
Date: 6/19/15

**OFFICE OF MN.IT SERVICES**

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

By: *Tracy*  
Title: CTO  
Date: 6/17/2015

**MnDOT CONTRACT MANAGEMENT**

By: *Ryan Gault*  
Date: 6/26/15

**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
<b>Total Estimated Cost of Partnership Lease</b>		<b>\$ 124,154.85</b>	

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 <sup>LEOL</sup> 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](mailto: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](mailto: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 Tabor  
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**

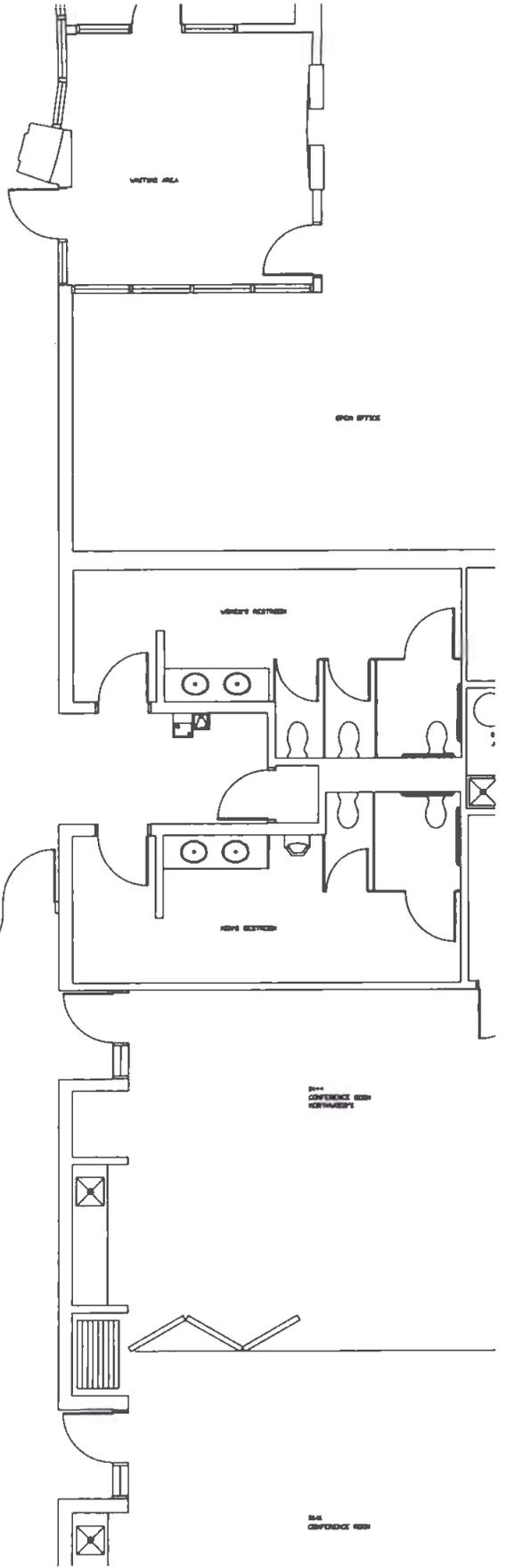
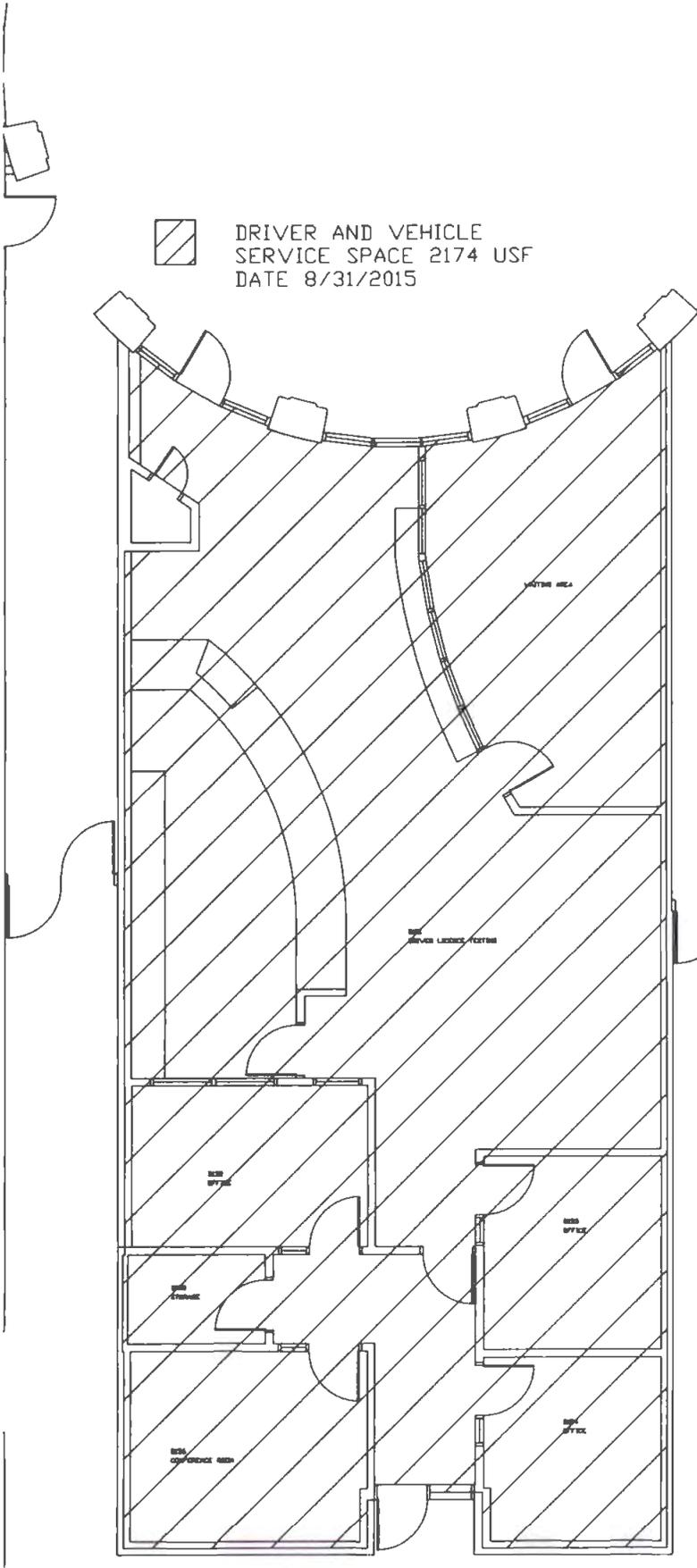
By: Jane Johnson  
Date: 9-29-15  
SWIFT Contract # 101079

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

SWIFT Purchase Order # 3000636840

10

 DRIVER AND VEHICLE  
SERVICE SPACE 2174 USF  
DATE 8/31/2015





### DEPARTMENTAL LEASE

<b>LESSOR:</b> DEPARTMENT OF ADMINISTRATION	
<b>DEPARTMENT/AGENCY (as LESSEE)</b> Transportation	
<b>BUILDING NAME/ADDRESS</b> Transportation Building, 395 John Ireland Boulevard	<b>DIVISION/SECTION NAME</b>

**TERMS AND CONDITIONS:**

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand three hundred fifteen (255,315) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,749	Office
Ground	2,373	Shared
First	44,296	Office
Second	22,821	Office
Third	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,126	Office
<b>TOTAL</b>	<b>255,315</b>	

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	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/17- 6/30/18	Basement	25,668		\$18.95		\$40,534.05	\$121,602.15	\$486,408.60
	Basement		2,238		\$7.50	\$1,398.75	\$4,196.25	\$16,785.00
	Ground	22,122		\$18.95		\$34,934.33	\$104,802.99	\$419,211.96
	First	44,296		\$18.95		\$69,950.77	\$209,852.31	\$839,409.24
	Second	22,821		\$18.95		\$36,038.16	\$108,114.48	\$432,457.92
	Third	22,866		\$18.95		\$36,109.23	\$108,327.69	\$433,310.76
	Fourth	22,711		\$18.95		\$35,864.45	\$107,593.35	\$430,373.40
	Fifth	22,936		\$18.95		\$36,219.77	\$108,659.31	\$434,637.24
	Sixth	23,278		\$18.95		\$36,759.84	\$110,279.52	\$441,118.08
	Seventh	23,253		\$18.95		\$36,720.36	\$110,161.08	\$440,644.32
	Eighth	23,126		\$18.95		\$36,519.81	\$109,559.43	\$438,237.72
<b>TOTAL</b>		<b>253,077</b>	<b>2,238</b>			<b>\$401,049.52</b>	<b>\$1,203,148.56</b>	<b>\$4,812,594.24</b>

FY: 19	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/18 - 6/30/19	Basement	25,668		\$19.50		\$41,710.50	\$125,131.50	\$500,526.00
	Basement		2,238		\$7.50	\$1,398.75	\$4,196.25	\$16,785.00
	Ground	22,122		\$19.50		\$35,948.25	\$107,844.75	\$431,379.00
	First	44,296		\$19.50		\$71,981.00	\$215,943.00	\$863,772.00
	Second	22,821		\$19.50		\$37,084.13	\$111,252.39	\$445,009.56
	Third	22,866		\$19.50		\$37,157.25	\$111,471.75	\$445,887.00
	Fourth	22,711		\$19.50		\$36,905.38	\$110,716.14	\$442,864.56
	Fifth	22,936		\$19.50		\$37,271.00	\$111,813.00	\$447,252.00
	Sixth	23,278		\$19.50		\$37,826.75	\$113,480.25	\$453,921.00
	Seventh	23,253		\$19.50		\$37,786.13	\$113,358.39	\$453,433.56
	Eighth	23,126		\$19.50		\$37,579.75	\$112,739.25	\$450,957.00
<b>TOTAL</b>		<b>253,077</b>	<b>2,238</b>			<b>\$412,648.89</b>	<b>\$1,237,946.67</b>	<b>\$4,951,786.68</b>

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.

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. Estes  
REAL ESTATE AND CONSTRUCTION SERVICES  
Date 8/9/17

LESSEE:  
TRANSPORTATION

By Suzanne Marie S. Thayer  
Title MPDS Office Administration, Director  
Date 8-4-2017

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
FACILITIES MANAGEMENT DIVISION

By Kari Seedy  
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 8/3/17  
Contract No. 99277 / 371519

Minnesota Department of Transportation  
Contract Management

By: [Signature]  
Date: 8-8-2017





State of Minnesota

Department of Administration  
Real Estate and Construction Services

Transportation Building  
310105

Notes / Remarks  
FY16-17 Lease Renewal  
5/1/2015

Ground Floor  
G0231010562-GR

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

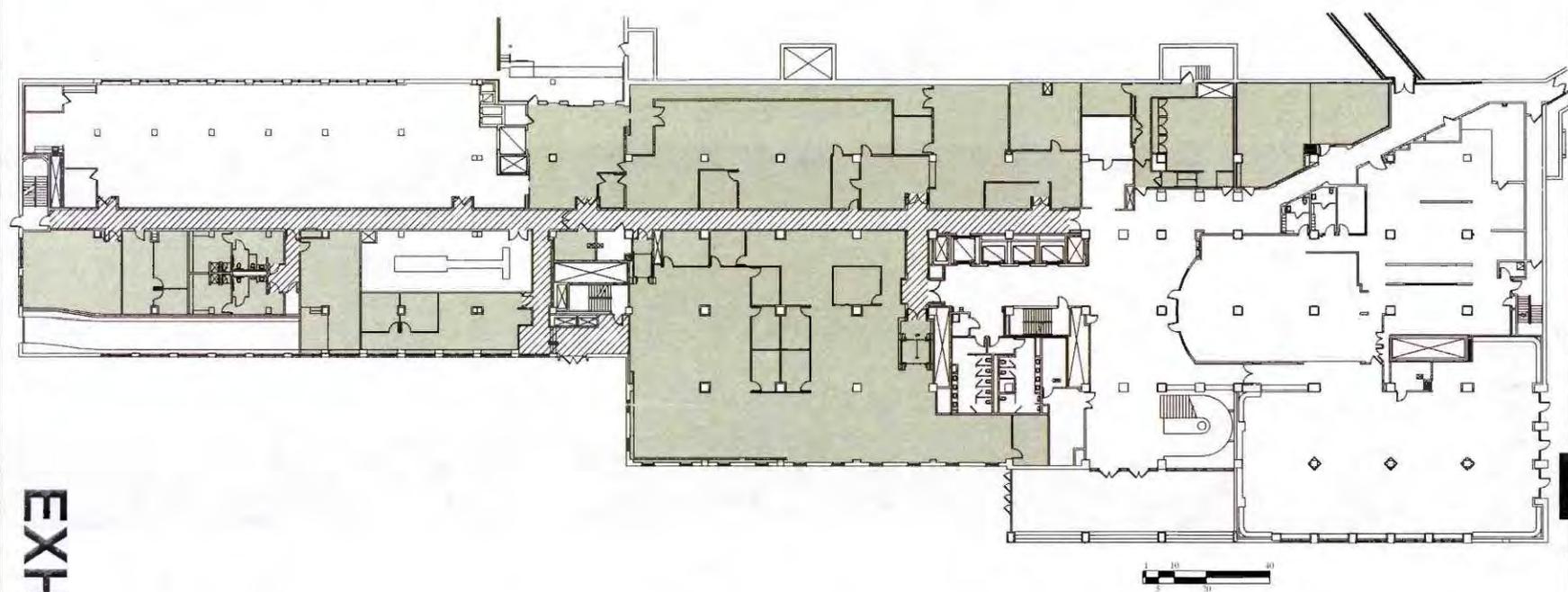


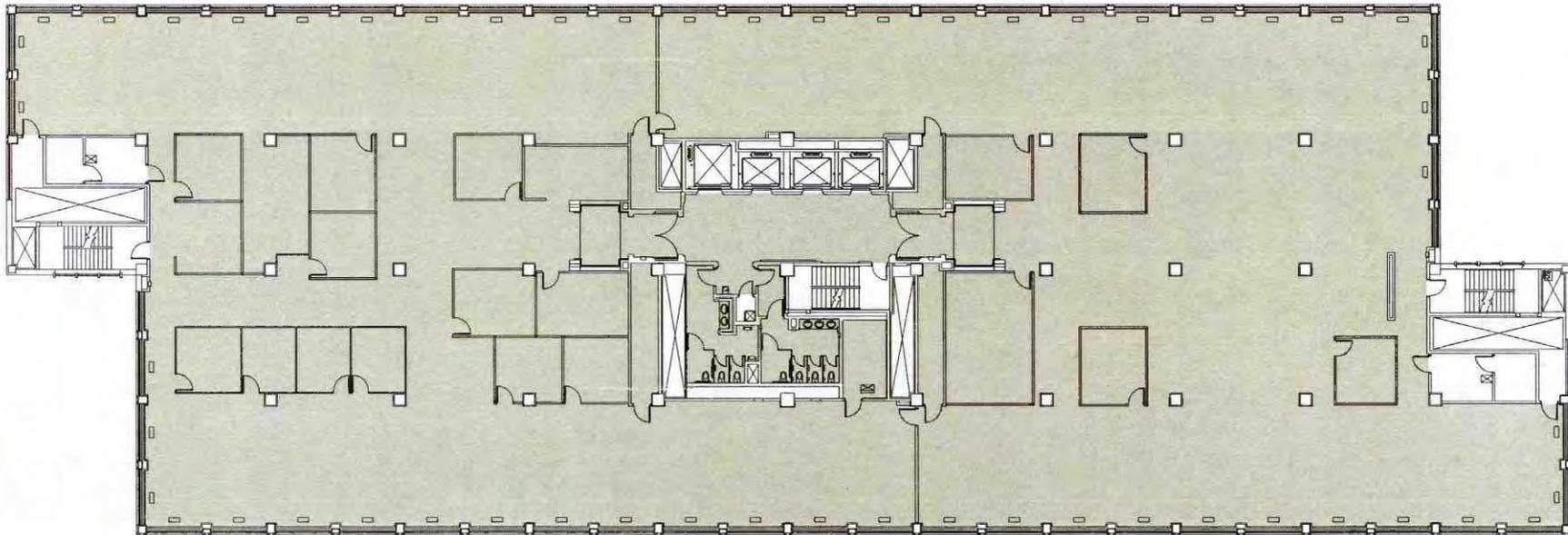
EXHIBIT A

Department - Division  
Department of Transportation  
19,749 Sq. Ft. Office  
2,373 Sq. Ft. Prorated Portion of Shared Space





# EXHIBIT A



Department - Division  
Department of Transportation  
22,866 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

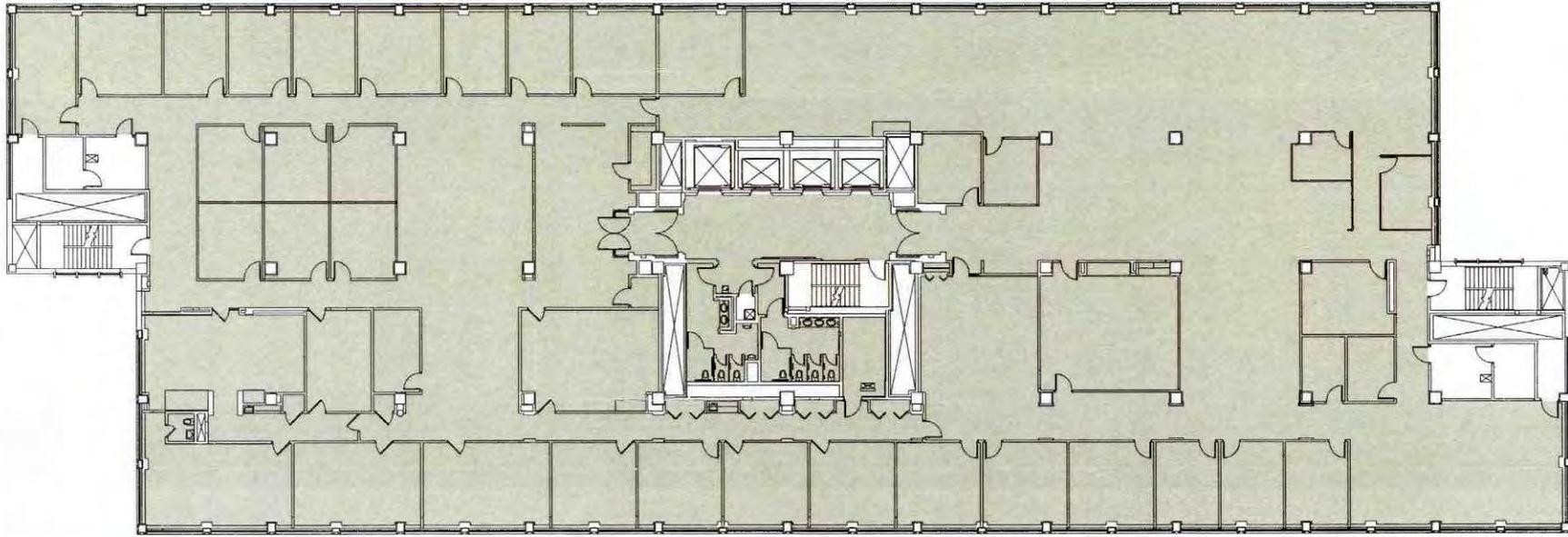
Transportation  
Building  
310105

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

Third Floor  
G0231010562-03

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

# EXHIBIT A



Department - Division  
Department of Transportation  
22,711 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

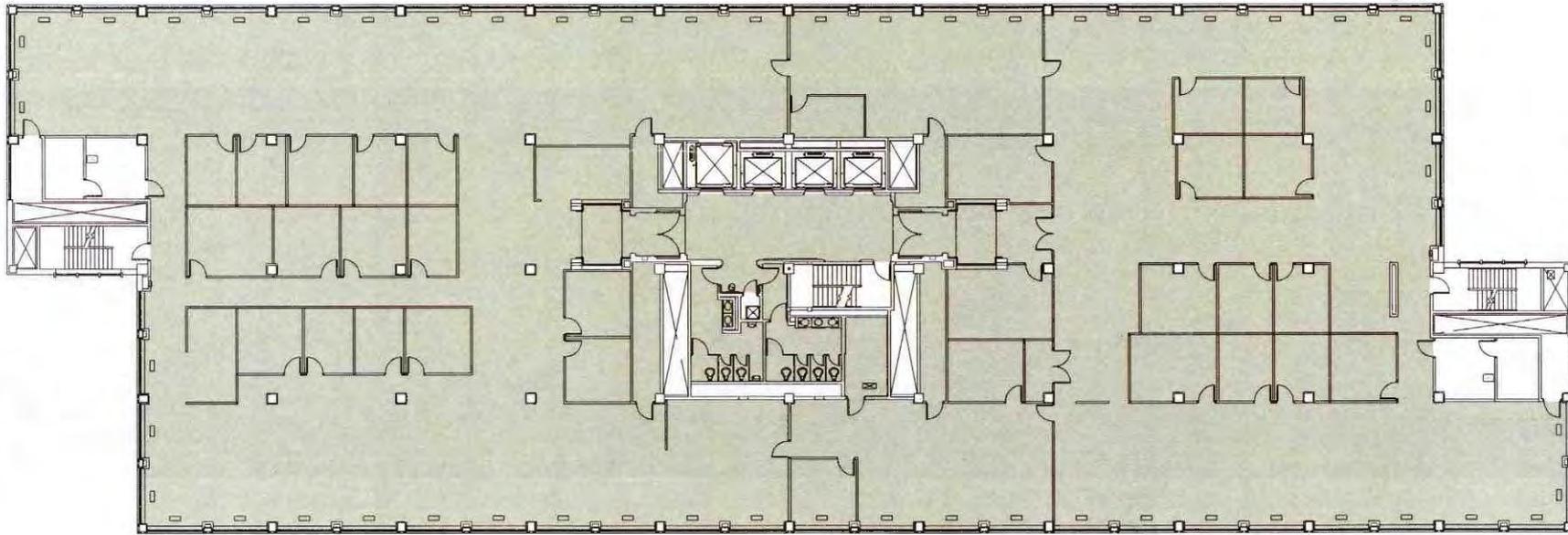
Transportation  
Building  
310105

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

Fourth Floor  
6031010502.04

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

# EXHIBIT A



Department - Division

Department of Transportation

22,936 Sq. Ft. Office



State  
of  
Minnesota

Department  
of  
Administration

Real Estate and  
Construction  
Services

Transportation  
Building  
310105

Notes / Remarks

FY16-FY17 Lease Renewal  
5/1/2015

Fifth Floor

G0231010562.05

Drawn By: J. Prokash

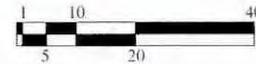
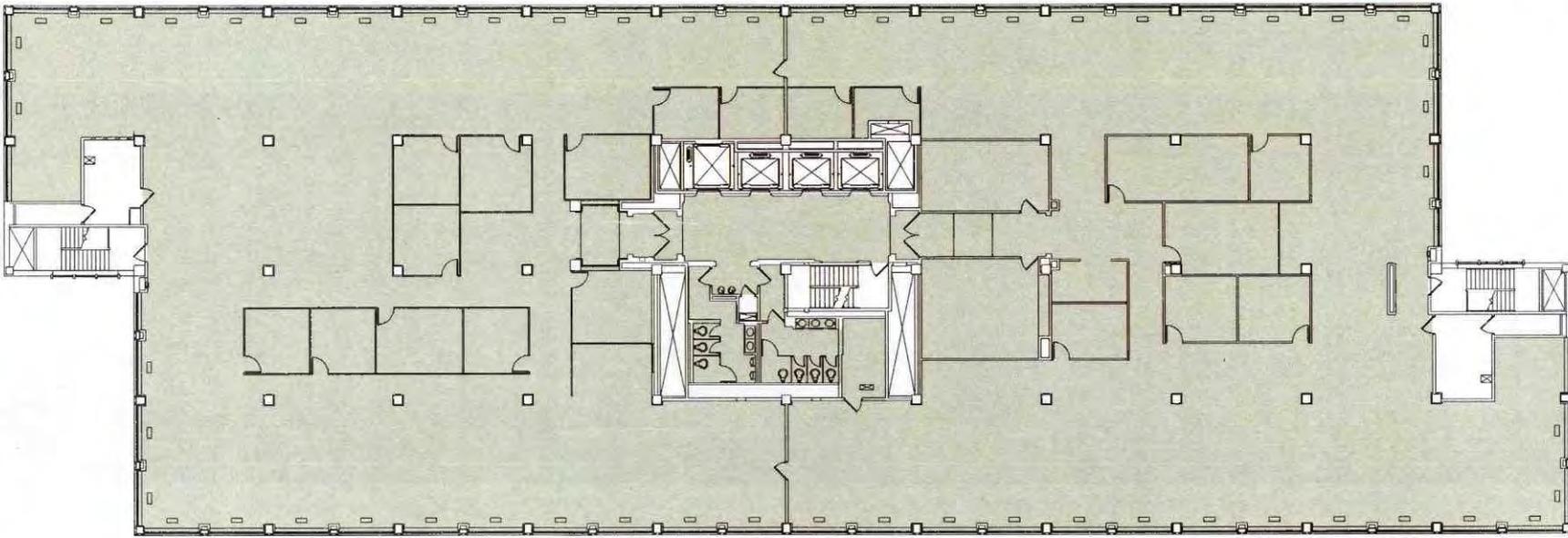
Checked By: C. Bergstrom

Approved By:





# EXHIBIT A



Department - Division  
Department of Transportation  
23,126 Sq. Ft. Office



State  
of  
Minnesota  
Department  
of  
Administration  
Real Estate and  
Construction  
Services

Transportation  
Building  
310105

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

Eighth Floor  
G0231010562-08

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](http://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 15<sup>th</sup> 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.

**INTERGOVERNMENTAL FUND  
TRANSFER AGREEMENT  
AMONG THE  
STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND THE  
UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS  
AND THE  
LEECH LAKE BAND OF OJIBWE**

This Intergovernmental Fund Transfer Agreement (“Agreement”) is entered into by and among the State of Minnesota Department of Transportation (“MnDOT” or “State”), the United States of America, Department of the Interior, Bureau of Indian Affairs (“BIA”), and the Leech Lake Band of Ojibwe (“Tribe”), a federally recognized Indian Tribe.

**WHEREAS**, the Tribe, in cooperation with the State, are proposing improvements to Bena Trail – Phase 2; and

**WHEREAS**, the Bena Trail – Phase 2 (“Project”) provides for a pedestrian and bicycle facility adjacent to and within the north R/W line of US Highway 2. Currently, US Highway 2 has shoulders which are undesirable for pedestrian and bicycle traffic. The Project will add a multi-use trail, connecting West Winnie Road NE to Bena Old Housing Drive NE. Once constructed, the Project will provide approximately 2.2 miles of multi-use trail for users. This Project includes design elements that provide pedestrian facilities that meet federal accessibility guidelines. These improvements are integrated with and are empowered by the Tribe’s Long Range Transportation Plan. The Project will be constructed in accordance with the approved plans and specifications; and

**WHEREAS**, the Project will be carried out on a transportation facility that is listed on the National Tribal Transportation Facility Inventory (“NTTFI”); and

**WHEREAS**, in accordance with 23 U.S.C. §§ 104 (f)(3)(A) and 202 (a)(9), the State desires to transfer to the Tribe, via the United States Department of Transportation – Federal Highway Administration (“FHWA”) and the BIA, contract and obligation authority in the sum of \$674,800 (“Funds”) so the Tribe may carry out the Project in accordance with Addendum A; and

**WHEREAS**, details of the Project are fully described in Addendum A to this Agreement; and

**WHEREAS**, under the Fixing America’s Surface Transportation Act (“FAST Act”), P.L. 114-94 (December 4, 2015), the Congress of the United States appropriated Federal-aid funds to be apportioned or allocated to the State for use on State and local agency priorities throughout the State; and

**WHEREAS**, Section 1118 of the FAST Act, reauthorized the Tribal Transportation Program (TTP) under 23 U.S.C. § 202, which distributes on a tribal shares basis funds for eligible planning and construction activities on transportation facilities that are located within, or provide access to, tribal lands; and

**WHEREAS**, Bureau of Indian Affairs (BIA) and the United States Department of Transportation – Federal Highway Administration jointly administer the TTP, a part of the Office of Federal Lands Highway, pursuant to a Memorandum of Agreement between the BIA and FHWA; and

**WHEREAS**, the State and BIA wish to support the Tribe’s involvement in the improvement of road safety, planning and construction of infrastructure to facilitate and support economic development and other activities that are within, or provide access to, the Tribe’s lands consistent with the purposes of the TTP; and

**WHEREAS**, the Project will be administered in accordance with all applicable Federal requirements including, but not limited to, the National Environmental Policy Act (NEPA) and the regulations governing the TTP at 25 C.F.R. Part 170; and

**WHEREAS**, 23 U.S.C. § 202 (a)(9) – Cooperation, provides that the cooperation of States, counties, or other local subdivisions may be accepted in construction and improvement, and that any funds received from a State, county, or local subdivision shall be credited to appropriations available for the TTP; and

**WHEREAS**, the State and the Tribe have requested that FHWA and BIA accept the Funds from the State and transfer the Funds to the Tribe, that BIA accept all stewardship and oversight responsibility involving the use of the Funds by the Tribe, and the Parties agree that any Federal-aid match requirements have been met.

**NOW THEREFORE**, the Parties agree as follows –

**A. Project Identification and Source of Funding**

1. As described in Addendum A, the Tribe and State have identified the need and agreed upon a plan to carry out the Project.
2. The State has agreed that the Project will be carried out by the Tribe under the terms of Addendum A.
3. As described above, Congress has appropriated the Funds to carry out the Project and the Funds were made available to the State.
4. The Funds are not part of any appropriations made available by the Congress for obligation by FHWA or the BIA for the TTP.

**B. Authority for this Agreement**

1. The authority for this Agreement is 23 U.S.C. §§ 104 (f)(3)(A) and 202 (a)(9).
2. This Agreement shall not constitute a contract, compact, annual funding agreement, or other agreement under the Indian Self Determination and Education Assistance Act (ISDEAA), P.L. 93-638, as amended, and no provisions of the ISDEAA are specifically adopted, incorporated by reference, or otherwise included in this Agreement.

**C. State Responsibility**

1. Pursuant to 23 U.S.C. § 104 (f)(3)(A), the State shall request that the FHWA Division Office transfer the Funds to the FHWA – Federal Lands Highway Headquarters and onward to the BIA, in furtherance of implementation of 23 U.S.C. § 202 (a)(9)(B).
2. The State shall provide certain services or activities for the Project, if any, as described in Addendum A.
3. The State shall be relieved of all stewardship and oversight obligations involving the Funds upon transfer of the Funds to FHWA.

**D. BIA Responsibilities**

1. BIA, via FHWA, shall accept the Funds from the State and upon receipt of the Funds by FHWA, BIA shall become responsible for all stewardship and oversight obligations involving use of the Funds by the Tribe in accordance with Addendum A, the terms of which are incorporated by reference and fully made part of this Agreement.
2. Subject to the requirements described in Paragraph E.1, below, BIA shall transfer the Funds to the Tribe.
3. BIA shall continue carrying out program management and oversight of the Project in accordance with the TTP, its regulations at 25 C.F.R. Part 170 and any applicable Federal law, but this Agreement shall not bind BIA to providing funds from other sources for designing, constructing, managing or supervising the Project.

**E. Leech Lake Band of Ojibwe's Responsibilities**

1. The Tribe shall establish a separate bank account to receive the Funds from BIA and transmit the bank, name, address, routing, and account numbers to BIA within ten business days of full execution of this Agreement.
2. In accordance with Addendum A, the Tribe will undertake and perform only those eligible activities associated with the Project that are allowed under Title 23 of the United States Code and any applicable regulations at Parts 23 or 25 of the Code of Federal Regulations.
3. In the event that the Tribe does not carry out the Project or the total amount of Funds transferred pursuant to this Agreement are not expended, the Tribe agrees to return the remaining Funds to the State upon written demand of the State and mutual agreement between the Tribe and the State.
4. The Tribe shall invite State representatives to participate in the final inspection of the Project, as well as any other activities as provided under Addendum A.

**F. Transfer of Funds from BIA to the Leech Lake Band of Ojibwe**

BIA shall notify the Tribe when the Funds are received from the State. If the Tribe has not already done so, the Tribe shall provide BIA with its bank information described in Paragraph E.1, above. BIA shall then transfer the Funds to the Tribe within ten business days of receipt of the Funds from the State or the Tribe's banking information, whichever BIA receives last.

**G. General Provisions**

1. BIA shall not act as a surety or guarantor of any Tribal or State private, commercial, or governmental financing instrument obtained for the planning, design or construction of the Project.
2. BIA shall not be liable under any theory of law or equity to transfer to the Tribe under this Agreement any funds other than the Funds that are the subject of this Agreement.
3. Should any portion or provision of this Agreement be held invalid, the remaining portions or provisions shall continue in full force and effect.
4. This Agreement is binding upon the signatories hereto not as individuals but solely in their capacities as officials of their respective governments and each acknowledges that he or she is authorized to execute this Agreement on behalf of their respective government.
5. This Agreement contains all of the terms and conditions governing the transfer of Funds from the State to FHWA and BIA, and on to the Tribe. No other terms or conditions apply. Any amendment or modification of the Agreement must be made in writing and signed by the authorized representative of the Tribe, the State, and BIA.

6. Nothing in this Agreement shall be construed as a waiver of the Tribe's sovereign immunity regarding the activities undertaken by the Tribe as described generally herein or in Addendum A, including any contracts, grants or subcontracts entered into between the Tribe and third parties necessary for the Project. The Tribe does not, by entering into this Agreement, consent to the jurisdiction of a State court to hear any claims or disputes arising under this Agreement, whether arising as claims against the Tribe itself, its wholly owned entities, or any employee of the Tribe performing work hereunder. No Tribe employee shall be subject to the jurisdiction of the State's courts as a result of having performed work associated with the Project.
7. Nothing in this Agreement shall be construed as a waiver of the State's sovereign immunity or of any limitation of liability afforded to the State by its laws. The State does not, by entering into this Agreement, consent to the jurisdiction of a tribal court to hear any claims or disputes arising under this Agreement, whether arising as claims against the State itself or against any employee of the State performing work hereunder. No State employee shall be subject to the jurisdiction of the Tribe's court as a result of having performed design, inspection, or other work associated with the Project.

**H. Authorized Representatives.** Each authorized representative below will have the responsibility to administer and, unless otherwise noted, serve as the main point of contact for the Project described in this Agreement and Addendum A.

For BIA:

Todd P. Kennedy  
Regional Road Engineer  
5600 W. American Blvd., Suite 500  
Bloomington, MN 55437  
612-725-4551 (office)  
612-810-4553 (cell)  
todd.kennedy@bia.gov

For the Tribe:

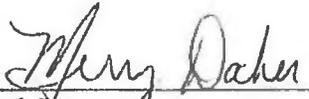
Carri Jones  
Chairwoman  
LEECH LAKE BAND OF OJIBWE  
115 6<sup>th</sup> street NW, Suite F  
Cass Lake, MN 56633  
218-335-8200  
llpr@paulbunyan.net

For the State:

Lynnette Roshell  
Project Development Engineer  
395 John Ireland Boulevard  
Mail Stop 500  
St. Paul, MN 55155  
651-366-3822  
Lynnette.roshell@state.mn.us

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

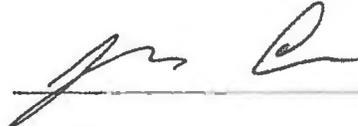
STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION

  
\_\_\_\_\_  
Mitch Hassmussen  
for Director State Aid for Local Transportation

Date 6-2-2016

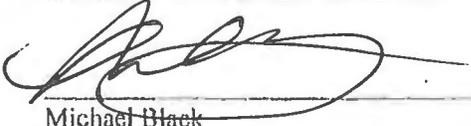
APPROVED AS TO FORM:

Commissioner of Administration

  
\_\_\_\_\_

Date June 3, 2016

UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF INDIAN AFFAIRS

  
\_\_\_\_\_  
Michael Black  
Director

Date 6/23/16

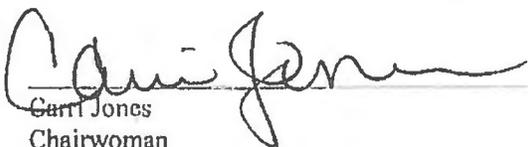
APPROVED AS TO FORM:

ANDREW CAULUM  
Digitally signed by ANDREW CAULUM  
Date: 2016.06.21 13:51:42 -04'00'

Date \_\_\_\_\_

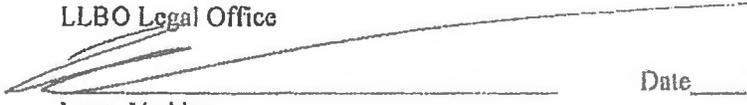
Andrew S. Caulum  
Office of the Solicitor – Division of Indian Affairs

LEECH LAKE BAND OF OJIBWE

  
\_\_\_\_\_  
Carol Jones  
Chairwoman

APPROVED AS TO FORM:

LLBO Legal Office

  
\_\_\_\_\_

Date 5.11.16

Laura Vedder  
LLBO Legal Attorney

**ADDENDUM “A”**  
to the  
**INTERGOVERNMENTAL FUND**  
**TRANSFER AGREEMENT**  
among the  
**MINNESOTA DEPARTMENT OF TRANSPORTATION**  
and the  
**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**BUREAU OF INDIAN AFFAIRS**  
and the  
**LEECH LAKE BAND OF OJIBWE**

**PROJECT:** Bena Trail – Phase 2

**SOURCE OF FUNDING:** Transportation Alternative Program

**FUND AMOUNT:** \$674,800

**TRIBAL MATCHING FUNDS:** \$0

**TOTAL:** \$674,800

**INTRODUCTION**

The Leech Lake Band of Ojibwe (“Tribe”) has elected to enter into an Intergovernmental Fund Transfer Agreement (“Agreement”) with the Minnesota Department of Transportation (“State”) and the United States Department of the Interior, Bureau of Indian Affairs (“BIA”) in order to transfer funding through the Agreement pursuant to 23 U.S.C. § 202 (a)(9) for a – pedestrian multi-use trail project. This statute permits the transfer of the State’s contract and obligation authority (“Funds”) for the project to the Tribe through the United States Department of Transportation – Federal Highway Administration (“FHWA” and the BIA. Upon receipt of the Funds from the State, BIA shall be responsible for all stewardship and oversight responsibility associated with the Funds.

**PROJECT**

The Bena Trail – Phase 2 (“Project”) provides for a pedestrian and bicycle facility adjacent to and within the north R/W line of US Highway 2. Currently, US Highway 2 has shoulders which are undesirable for pedestrian and bicycle traffic. The Project will add a multi-use trail, connecting West Winnie Road NE to Bena Old Housing Drive NE. Once constructed, the Project will provide approximately 2.2 miles of multi-use trail for users. This Project includes design elements that provide pedestrian facilities that meet federal accessibility guidelines. These improvements are integrated with and are empowered by the Tribe’s Long Range Transportation Plan. The Project will be constructed in accordance with the approved plans and specifications.

## SCOPE OF AGREEMENT

The parties agree to cooperate to ensure the implementation of the Project as follows

1. Tribe agrees to:
  - a. Receive the Funds in accordance with its current Tribal Transportation Program Agreement between the Tribe and BIA (BIA TTP Agreement), which authorizes the Tribe, as public authority under 23 U.S.C. § 101 (a)(20), to carry out all but the inherently Federal functions of the Tribal Transportation Program;
  - b. Carry out the Project in accordance with all applicable Federal laws and regulations;
  - c. Comply with all aspects of the Tribe's BIA TTP Agreement including project reporting, oversight, and closeout requirements; and
  - d. Notify BIA and the State of Project completion and timely respond to inquiries regarding the Project prior to completion.
  
2. The State agrees to:
  - a. Transfer the Funds to the FHWA's Minnesota Division Office for transfer to Federal Lands Highway -- Headquarters and the BIA, and for final transfer to the Tribe by the BIA through its BIA TTP Agreement;
  - b. Rely on BIA for stewardship and oversight responsibility for the Funds and the Project; and
  - c. Upon request, cooperate with the Tribe and BIA in the implementation of the Project and cooperate in Project reviews deemed necessary by BIA.
  
3. BIA agrees to:
  - a. Accept the transfer of the Funds from the State via FHWA and credit the Funds to the TTP for use by the Tribe under the authority cited in the current TTP Agreement between the Tribe and BIA;
  - b. Provide oversight and ensure that the Funds are utilized in accordance with all applicable laws and regulations.
  - c. Administer the funds and provide them to the Tribe, subject to normal procedures under the Tribe's BIA TTP Agreement;
  - d. Provide the State with copies of the Tribe's semi-annual Project reports required under the Tribe's BIA TTP Agreement;
  - e. Upon request, provide records to the State and cooperate in any type of Project reviews; and
  - f. Provide the final Project closeout report to the State for review and acceptance, as required under the Tribe's BIA TTP Agreement.

## **AUTHORIZED REPRESENTATIVES**

Each authorized representative below will have the responsibility to administer and, unless otherwise noted, serve as the main point of contact for the Project described in this Addendum A and the Agreement:

For BIA:

Todd P. Kennedy  
Regional Road Engineer  
5600 W. American Blvd., Suite 500  
612-725-4551 (office)  
612-810-4553 (cell)  
todd.kennedy@bia.gov

For the Tribe:

Carri Jones  
Chairwoman  
LEECH LAKE BAND OF OJIBWE  
115 6th Street NW, Suite E  
Cass Lake, MN 56633  
(218) 335-8200  
llpr@paulbunyan.net

For the State:

Lynnette Roshell  
Project Development Engineer  
395 John Ireland Boulevard  
Mail Stop 500  
St. Paul, MN 55155  
651-366-3822  
Lynnette.roshell@state.mn.us

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This Agreement is between the Minnesota Board of Water and Soil Resources (BWSR) and the Minnesota Department of Transportation (MnDOT), both agencies of the State of Minnesota.

**Agreement**

**1 Term of Agreement**

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

1.2 **Expiration date:** June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Recitals**

Under Minnesota Rules Chapter 8420, BWSR and MnDOT are responsible for providing wetland replacement for certain public road projects impacting wetlands. Additionally, wetland replacement is typically required for these same projects by Section 404 of the Federal Clean Water Act as administered by the U.S. Army Corps of Engineers. Wetland replacement is accomplished by establishing wetland banks that generate wetland credits.

BWSR has established the Local Road Wetland Replacement Program (LRWRP) in accordance with statutory obligations to meet the wetland replacement needs of local road authorities for certain qualifying projects.

MnDOT has established a number of wetland banks to satisfy wetland replacement needs for State transportation projects.

BWSR and MnDOT have developed and continue to develop wetland banks both independently and jointly to meet wetland replacement requirements for public road projects. Previous interagency agreements between MnDOT and BWSR have established a partnership referred to as the Cooperative Wetland Replacement Partnership (CWRP).

The LRWRP has an outstanding debt of credits owed to MnDOT as a result of previous cooperative efforts to establish and maintain the CWRP (as described in Appendix A attached hereto and incorporated herein by reference).

Efficiencies can be created by these State agencies sharing responsibilities and funds to jointly provide wetland replacement for public road projects.

### 3 Scope of Work

#### 3.1 *BWSR obligations:*

BWSR will provide credits for MnDOT's use, based on the value of MnDOT's contributions to the CWRP (see Appendix A). Transfer of credits from LRWRP to MnDOT accounts will reduce the outstanding debt. Upon elimination of the debt, MnDOT and BWSR may negotiate purchases and exchanges of additional credits to maintain a diversity of credit types in different areas of the State for the benefit of the CWRP.

The values of transferred and exchanged credits will be based on the full cost to establish the bank associated with a particular set of credits divided by the number of credits generated from that bank. Credit values will be determined for each bank involved in any proposed credit exchange as needed. Credit values for a particular bank once established, will be the same for future exchanges throughout the term of this Agreement.

BWSR may deny a request to transfer particular LRWRP credits to MnDOT accounts with cause if the credits are necessary to meet LRWRP needs. BWSR will make all reasonable efforts to accommodate any MnDOT credit request. BWSR must approve or deny a MnDOT credit use request in writing in a form agreeable to both agencies.

BWSR will not charge any wetland banking administrative fees to MnDOT. This waiver only applies to establishment, deposit, transfer, maintenance and withdrawal fees as they exist at the time of this agreement.

BWSR will consult with MnDOT in the targeting and selection of wetland bank sites and attempt to accommodate the anticipated wetland replacement needs of both MnDOT and the LRWRP.

If and when BWSR finalizes an In-Lieu Fee (ILF) program instrument with the U.S. Army Corps of Engineers for the LRWRP, the ILF will be structured to allow use by MnDOT.

As LRWRP funding allows, BWSR will make reasonable efforts to pay back the LRWRP debt to MnDOT through credit transfers and any other means agreeable to both agencies.

BWSR will provide office space and accommodate overhead costs associated with a MnDOT employee while working at BWSR to assist in administering the LRWRP. BWSR will allow and provide for the employee to participate in internal BWSR meetings and related meetings and training events as appropriate.

### **3.2 Mn/DOT obligations:**

MnDOT will provide \$250,000 to BWSR annually to help fund the development, monitoring and maintenance of LRWRP projects. The \$250,000 annual amount will be expended in accordance with the spending goals in Appendix B attached hereto and incorporated herein.

MnDOT will provide a qualified employee at 0.25 FTE to help administer the LRWRP at BWSR's cost.

Any request for use of LRWRP credits by MnDOT will be in writing in a form agreeable to both agencies.

## **4 Consideration and Payment**

Upon execution of this agreement and within 30 days of the receipt of an invoice, MnDOT will pay \$250,000 to BWSR. For each year thereafter until the end of the contract, MnDOT will pay BWSR \$250,000 within 30 days of the receipt of an invoice at the beginning of each fiscal year.

The total obligation of MnDOT to BWSR under this agreement will not exceed \$1,250,000.

## **5 Conditions of Payment**

BWSR shall provide an annual reconciliation of the previous year's expenditures with MnDOT funds and a summary of LRWRP credit status including credit amounts in each bank service area, anticipated credits from ongoing projects, and status of BWSR's debt to MnDOT. All obligations under this Agreement must be performed to each agency's satisfaction, as determined at the sole discretion of each agency's Authorized Representative.

## **6 Authorized Representative**

MnDOT's Authorized Representative is  
Lynn Clarkowski, MnDOT Chief Environmental Officer  
395 John Ireland Blvd, St. Paul, MN 55155  
651-366-3602, or his/her successor.

BWSR's Authorized Representative is  
David Weirens, BWSR Assistant Director  
520 Lafayette Road North, St. Paul, MN 55155  
651-297-3432, or his successor.

## **7 Amendments**

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

**8 Liability**

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

**9 Termination**

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

**10 Audit**

The books, records, documents and accounting procedures and practices of the parties relevant to this agreement will be subject to examination by MnDOT, BWSR and Legislative auditors for a minimum of 6 years after termination or expiration of this agreement.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 8-11-15

# 98076  
PO# 258586

**2. [name of state agency]**

By: [Signature]  
(With delegated authority)

Title: Assistant Director

Date: 8/3/15

**3. [name of state agency]** MnDOT

By: [Signature]  
(with delegated authority)

Title: Engineering Services Division Director

Date: 8/6/2015

Mn/DOT Contract Management

[Signature]  
8-13-2015

## Appendix A - Status of CWRP holdings EOY FY15

Date Prepared: June 25, 2015

Prepared By: Sarma Straumanis, MnDOT Wetland Program Coordinator

### History & Introduction

The Cooperative Wetland Replacement Partnership (CWRP) was established on the premise that both agencies would pool their wetland credits and then draw upon them from the pool as needed. A tenet of this premise was that each agency would have access to credits representing their respective credit contribution to the CWRP. This approach of drawing from a common pool ultimately proved to be unwieldy and difficult to track. It was finally determined to sequester MnDOT-owned credits by transferring them to sole-MnDOT accounts. This sequestration started in 2014 and will continue until the entire credit amount attributable to MnDOT's participation has been transferred to sole-MnDOT accounts.

To arrive at the current status, we compiled a summary of credits that MnDOT contributed to the CWRP. Credits originate from three sources: credits pooled at the outset, credits purchased by the four million dollars provided under the first CWRP agreement 2005-2010 and credits jointly developed. This investigation revealed two facts: first - MnDOT has contributed more than it has used to date, and second – if all of the credits attributable to MnDOT's participation were to be transferred to, there would be very little left for use by the Local Road Wetland Replacement Program (LRWRP).

Credit origin	Description	Status
Pooled at the outset	192.42 acre-credits from 7 MnDOT-developed sites (table 1)	BWSR owes MnDOT 163.75 credits
4 million purchase	Credits from 31 LWRP sites	Reconciled Credits transferred to MnDOT sole accounts (see attached 5/13/13 memo)
Jointly developed Partnership projects	Vesledahl and Hokah	BWSR owes MnDOT 259.98 credits (see attached 6/17/14 memo)
		Credits owed = 423.73
LWRP credits used by MnDOT	74.99 credits withdrawn from LWRP sites	Need to subtract 74.99 from 423.73
		Credits owed = 348.74

In order to reduce the outstanding debt with current and future wetland credits, it was decided to convert credits to dollars using estimates for land value and project development costs. This approach was applied to determine the dollar value of wetland credits owed to MnDOT (see tables 2, 3, 4 and 5).

EOY FY15 Summary: BWSR's outstanding debt to MnDOT is \$ **\$1,701,476**.

Table 1. MnDOT and BWSR use of acre-credits "pooled" to the Cooperative by MnDOT.

MnDOT District	Bank site Name CWRP BSuite acct #	Pooled	Used by MnDOT	Used by BWSR*
<i>Duluth</i>	<i>none</i>	<i>none</i>	<i>none</i>	<i>none</i>
Bemidji	Louisville/Parnell <b>1285</b>	13.96	0.85	13.11
Baxter	Litke/Anderson <b>1296</b>	26.0	0.0	26.0
	Rice Lake/Staples <b>1282</b>	20.0	0.0	20.0
	Zenner <b>1283</b>	33.0	5.0	28.0
<i>Detroit Lakes</i>	<i>none</i>	<i>none</i>	<i>None</i>	<i>none</i>
Rochester	Big Dog <b>1284</b>	39.46	0.0	39.46
<i>Mankato</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>none</i>
<i>Willmar</i>	<i>None</i>	<i>None</i>	<i>None</i>	<i>none</i>
Metro	Deer Run Aitkin Co <b>1304</b>	18.18	18.18	0.0
	Deer Run Aitkin Co <b>1306</b>	41.82	4.64	37.18
	<b>TOTALS</b>	<b>192.42</b>	<b>28.67</b>	<b>163.75</b>

\*This column reflects the amount of acre-credits BWSR owes MnDOT. While the original deposits were in terms of acres, the currency has since been switched to credits because incoming credits do not always reflect a one acre = one credit relationship.

Table 2. Estimated value for pooled credits for bank sites in Table 1.

Bank Site	Credit value estimate based in part on 2006 land values <sup>1</sup>	Avg. price per credit from 2005-08 private bank sales data in same major watershed	Credit value for 2015-2020 interagency agreement <sup>2</sup>
Louisville/Parnell	\$2,641	\$4,050	\$1,904
Litke/Anderson	\$5,568	\$12,837	\$6,033
Rice Lake	\$3,503	\$8,590	\$4,037
Zenner	\$7,750	\$15,119	\$7,106
Big Dog	\$8,519	\$16,474	\$7,743
Deer Run 1306	\$3,424	\$9,218	\$4,332

<sup>1</sup>Values derived from Ken Powell's 6/1/15 estimate on following pages.

<sup>2</sup>These values reflect approximately 47% of the average price per credit from 2005-8 private bank sales data. Land value-based credit estimates (column 1) are on average 47% lower than the price per credit from sales data (column 2) across the 6 bank sites.

Table 3. Value of pooled credits from Table 2.

Site	Credits owed	Value per credit*	Total Credit value
Louisville/Parnell	13.11	\$1,904	\$24,961
Litke/Anderson	26.0	\$6,033	\$56,858
Rice Lake	20.0	\$4,037	\$80,740
Zenner	28.0	\$7,106	\$198,968
Big Dog	29.46	\$7,743	\$228,109
DR Aitkin 1306	37.18	\$4,332	\$161,064
		<b>Total</b>	<b>\$850,700</b>

\*From last column of Table 2 above.

Table 4. Vesledahl and Hokah partnership project credits and their dollar value.

Site	MnDOT contribution	MnDOT allocated credits	Value per credit	Credits owed	Total value of credits owed
Vesledahl	\$2,000,000	743	\$2,692	200.0	\$538,400
Hokah	\$1,177,000	206.2	\$5,208	59.98	\$312,376
			<b>Total</b>	<b>Value</b>	<b>\$850,776</b>

Table 5. Summary of BWSR's outstanding debt to MnDOT in terms of credits and value.

Credit origin	Credits owed	Value of credits owed
Pooled at the outset	163.75	\$850,700
Jointly developed partnership projects	Vesledahl = 200 Hokah = 59.98	\$850,776
<b>Total</b>	<b>423.73</b>	<b>\$1,701,476</b>

### Credit Value Estimate for MnDOT Pooled Credits in CWRP

Prepared by Ken Powell, BWSR on 6/1/15

There are 3 LRWRP projects initiated in 2013 and in progress. These projects are being completed by BWSR and are our most contemporary source for estimating credit values for the CWRP. We have solid estimates on their credit value based on project budgets, easement payment amounts, potential credit estimates and staff time and cost estimates. For the 3 LRWRP projects, the credit value average is \$17,823/credit (range \$12,383 to \$24,700/credit – see following table). Easement payment rates that vary with land values accounted for 40%, 70%, and 73% of the overall project costs for the 3 projects.

Project	Cost per credit (A)	Percentage that is land cost (B)	Land cost per credit (A x B)	2013 land value <sup>1</sup> per acre	Land value as a percentage of land cost per credit
Schramel (Stearns Co)	\$12,383	70%	\$8,668	\$3,950	46%
Exsted (McLeod Co)	\$16,386	73%	\$11,962	\$5,996	50%
Woodland Crk (Anoka Co)	\$24,700	40%	\$9,880	\$6,660	67%
<b>Average</b>		<b>61%</b>			<b>54%</b>

<sup>1</sup>Class 2a ag land values from MN Department of Revenue data.

From the above table, the Dept. of Revenue land values associated with the projects are on average 54% of the land cost per credit and land cost constitutes on average 61% of the cost per credit. Using these relationships and applying them to 2006 land values (the approximate time of the projects that resulted in the pooled credit contributions from MnDOT) yields the estimated values per credit in the following table.

Project	2006 land value per acre <sup>1</sup>	Est. land value per credit (land value/54%)	Est. value per credit (est. land value per credit/61%)
Louisville/Parnell (Polk Co)	\$870	\$1,611	<b>\$2,641</b>
Litke/Anderson (Mille Lacs Co)	\$1,834	\$3,396	<b>\$5,568</b>
Rice Lake (Todd Co)	\$1,154	\$2,137	<b>\$3,503</b>
Zenner (Stearns County)	\$2,553	\$4,728	<b>\$7,750</b>
Big Dog (Steele Co)	\$2,806	\$5,196	<b>\$8,519</b>
DR Aitkin 1306 (Aitkin Co)	\$1,128	\$2,089	<b>\$3,424</b>

<sup>1</sup>MN Department of Revenue data.

June 17, 2014

To: Ken Powell

Natasha DeVoe

From: Sarma Straumanis



Re: Credit transfer from BWSR Minor Accounts to BWSR Major Accounts:  
Vesledahl and Hokah Banks

Based on the attached account ledgers, our agreed-upon proposal is to transfer the following credits from BWSR Minor accounts # 1096 (Vesledahl) and #1466 (Hokah) to BWSR Major accounts for MnDOT's sole use.

The Group totals to be transferred represent the MnDOT "Owned" percentages of the current balance in each account.

Transfer from Vesledahl Minor Acct # 1096:

	Group A	Group B	Group C	Group D	Group E	Group H	totals
Credits	2.4325	42.3660	98.3374	36.963	190.8834	16.264	387.2457

MnDOT's 50% of the credit yield is 742.675 acres. MnDOT has withdrawn 155.4293 acres and 587.2457 remain to be withdrawn (however, there currently less than 552 credits left in the account). After transfer of the credit identified above, BWSR will still owe MnDOT 200.00 future credits.

Transfer from Hokah Minor # 1466:

	Group A	Group B	Group C	Group D	Group E	totals
Credits	73.123	0	0	19.515	8.669	101.307

MnDOT's 79% of the credit yield is 177.5474 acres. MnDOT has withdrawn 16.2604 acres and 161.287 remain to be withdraw (however, there are currently less than 130 credits left in the account). After transfer of the credits identified above, BWSR will still owe MnDOT 59.98 future credits.



Date: May 13, 2013

To: Lynn Clarkowski, MnDOT Chief Environmental Officer

From: John Jaschke, BWSR Executive Director

RE: Proposal for resolution of Section 7.1 of MnDOT - BWSR Agreement for "Wetland Replacement Payments" (MnDOT Agreement Number 88786)

This memo summarizes BWSR's proposal to reconcile Section 7.1 of a 2005 MnDOT-BWSR agreement for wetland replacement payments. This agreement provides the mechanism for the establishment of a "Road Bank Cooperative" where both agencies collaborated to obtain wetland replacement credits for use with transportation projects.

A portion of the agreement involved MnDOT contributing money to BWSR for the development of wetland credits or for the purchase of wetland credits directly from private wetland banks. In return, MnDOT was to obtain an equal value of wetland credits for their use. Section 7.1 of the agreement stipulates that MnDOT will receive five million dollars' worth of existing and future wetland credits over a five-year period from 2005 to 2010, with one million dollars of that money going toward administrative costs (\$200,000/year administrative cost per attachment A of the Agreement). However, during this five-year period there were not enough deposited credits to both provide MnDOT with all of the credit value per the agreement and to satisfy BWSR's need for credits to replace impacts associated with local road projects. It has not been until recently that credit accruals have reached the point where MnDOT could use/obtain all of the credits needed to reach the credit value stipulated in Section 7.1. BWSR has expended and encumbered all MnDOT-provided funds for the development and purchase of credits deposited into the Road Bank Cooperative.

Sarma Straumanis has documented the details of MnDOT credit use and transfer, and has provided a credit transfer proposal to satisfy Section 7.1 of the Agreement. Attached tables 1 through 4 summarize the details.

1. Table 1 shows wetland credits that have been used for MnDOT projects since implementation of the Agreement. The per-acre value of these sites was determined by the direct purchase price (if from a private bank) or by BWSR's cost to develop the site. The total amount expended in this category is \$1,762,680.
2. Table 2 shows wetland credits that have already been transferred into MnDOT sole-use accounts (i.e. major accounts) within the Road Bank Cooperative. These credits are

<i>Bemidji</i>	<i>Brainerd</i>	<i>Duluth</i>	<i>Fergus Falls</i>	<i>Mankato</i>	<i>Marshall</i>	<i>New Ulm</i>	<i>Rochester</i>
403 Fourth Street NW Suite 200 Bemidji, MN 56601 (218) 755-2600	1601 Minnesota Drive Brainerd, MN 56401 (218) 828-2383	394 S. Lake Avenue Suite 403 Duluth, MN 55802 (218) 723-4752	1004 Frontier Drive Fergus Falls, MN 56537 (218) 736-5445	12 Civic Center Plaza Suite 3000B Mankato, MN 56001 (507) 344-2821	1400 East Lyon Street Marshall, MN 56258 (507) 537-6060	261 Highway 15 South New Ulm, MN 56073 (507) 359-6074	3555 9th Street NW Suite 350 Rochester, MN 55901 (507) 206-2889

Central Office / Metro Office

520 Lafayette Road North

Saint Paul, MN 55155

Phone: (651) 296-3767

Fax: (651) 297-5615

Lynn Clarkowski  
May 13, 2013  
Page 2 of 2

reserved for MnDOT use only, but have not yet been withdrawn. The per-acre price was determined as described above. The total amount expended in this category is \$759,556.

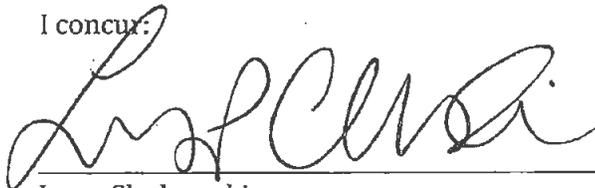
3. Table 3 shows a proposal for transferring currently available wetland credits from the Road Bank Coop to MnDOT sole-user accounts in order to resolve the four million dollar purchase agreement. The accounts selected contain at least five credits. The per-acre price was determined as described above. The proposed transfers are intended to draw from the currently available pool of credits in such manner that avoids depleting all of the credits in any given account. The total amount expended in this category is \$1,477,760.
4. The total amount represented by these three subsets (i.e. the amount purchased by the \$4 million) is approximately 436 credits (at an average value of \$9174 per credit).

If acceptable to MnDOT, this proposal would satisfy and bring to a close Section 7.1 of the 2005 MnDOT-BWSR agreement for wetland replacement payments. It is our understanding that exchange of these specific credits for equal value future Road Bank Coop credits is acceptable under the terms of the Agreement and would be done via mutual consent. Such credit exchanges would be based on credit value rather than credit quantity and would thus not affect the terms of the Agreement.

Enclosures: 2005 Agreement  
Table 1 - 4

cc: Sarma Straumanis, MnDOT  
Ken Powell, BWSR

I concur:



Lynn Clarkowski  
MnDOT Chief Environmental Officer

May 20, 2013

Date



## Appendix B – Projected Expenditures of Mn/DOT Agreement Funds for the Cooperative Wetland Replacement Program

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General Administration – this includes administratively entering and managing credit ledgers for CWRP banks, processing credit payments, estimating credit use and demand, purchasing field equipment, travel expenses and general overhead expenses for employees involved in the CWRP.

Easement Acquisition – this includes staff time to acquire the required conservation easements for CWRP projects including title work, surveying, document review and issuing easement payments.

Engineering Services – this includes engineering staff time to design projects, prepare construction bid documents and certify construction.

Project Management & Monitoring – this includes staff time to identify projects, conduct pre-project reviews and data collection, develop regulatory applications, monitor project sites, and facilitate credit releases.

The following table shows projected expenditures for each of the categories above by fiscal year.

Category	2016	2017	2018	2019	2020
General Administration	\$56,000	\$56,000	\$56,000	\$56,000	\$56,000
Easement Acquisition	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000
Engineering Services	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Project Management & Monitoring	\$106,000	\$106,000	\$106,000	\$106,000	\$106,000
Total	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000

5 year total = \$1,250,000

Lease Number LMIS010139
Field Unit Region 2 - Aitkin Forestry (Area 232)

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S. 89.17, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below, acting by and through its Commissioner of Transportation, under the authority of M.S. 174.02 and 471.59.

Lessee Minnesota Department of Transportation, District 3		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip) 7694 Industrial Park Road, Baxter, MN 56425		
Lease Fee \$550.00	Fee Payment Schedule \$550 is due at execution of this lease.	
Term Five (5) Years	Effective Date July 1, 2015	Termination Date June 30, 2020
Purpose of Lease Temporary Construction and Top Soil Storage		County Crow Wing

**IT IS AGREED AS FOLLOWS:**

1. **PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:

A strip of land 660 feet long and 50 feet wide within the Southwest Quarter of the Southeast Quarter of Section 11, Township 136 North, Range 29 West in Crow Wing County, containing 0.76 acres, more or less, and as shown on EXHIBIT A that is made a part of this lease.

and herein referred to as the "Premises".

2. **TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, use herein shall be described above and are incorporated herein.

3. **LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.

4. **USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.

5. **LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.

6. **ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

7. **MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.

8. **INVASIVE SPECIES:** The LESSEE is responsible for controlling invasive species on the Premises. (See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.

9. **TERMINATION:**

- a) This lease may be terminated at any time by mutual agreement of the parties hereto.

b) This lease, entered pursuant to Minn. Stat. section 89.17, may be canceled for just cause at any time by LESSOR upon six months written notice. "Just cause" is defined as the failure of the LESSEE to comply with the terms and conditions contained in this lease and the LESSEE fails to cure the default

c) This lease is granted on the express condition that if the LESSEE knowingly or willfully makes any false statement in any report, account, or tabulation submitted to the LESSOR pertaining to any matter under this lease, or if the LESSEE fails to perform any of the conditions required by this lease, the LESSOR may cancel this lease by mailing or delivering to the LESSEE 60 days' notice of the cancellation in writing, specifying such nonpayment or other default as the case may be. In the event LESSEE fails to cure a default as hereinafter set forth, this lease shall terminate at the expiration of the 60 days, and the LESSEE and all persons claiming under the LESSEE shall be wholly excluded from the PREMISES, except as provided in Paragraph 8.

d) If the default consists of a nonperformance of an act required under this lease the LESSEE may perform within the period of 60 days and the lease continues in effect. If the correction of any such default requires more time than 60 days after the notice has been received by the LESSEE, the LESSOR, upon written request of the LESSEE and for good cause shown, may, at his or her discretion, grant an extension of the period of 60 days.

e) Termination or cancellation does relieve the LESSEE from any liability for payment or other liability incurred under this lease.

f) LESSEE shall, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in a condition satisfactory to LESSOR. If LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE agrees to repay the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S personal property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law.

g) If LESSEE fails to clean up the Premises, the LESSOR may restore the Premises to a neat and orderly condition and LESSEE agrees to repay the expense incurred by the LESSOR. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.

10. HOLDOVER: LESSEE shall pay to the LESSOR a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that LESSEE holds the Premises after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

11. LEASE PAYMENTS: The LESSEE shall pay to the Minnesota State Treasurer through the LESSOR the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LESSOR may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.

12. UTILITIES: LESSEE shall pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.

13. ALTERATIONS: Subject to EXHIBIT B; The LESSEE shall make no changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of the LESSOR. Any changes, alterations or improvements in or to the Premises shall be at LESSEE sole expense.

14. NO WAIVER: No delay on the part of the LESSOR in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LESSOR.

15. TAXES: The LESSEE shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the LESSEE located on the Premises during the TERM of this lease.

16. LIABILITY: Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof. The LESSOR'S and LESSEE'S liability shall be governed by the provisions of the Minnesota Tort Claims Act (Minnesota Statutes, section 3.736) and other applicable law.

17. NOTICES: Any notice given under this lease shall be in writing and served upon the other party either personally or

by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LESSOR shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the LESSEE it shall be as stated in the LESSEE'S ADDRESS.

18. TRANSFERS: This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the LESSEE.

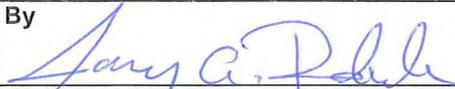
19. PUBLIC RECREATION USE: The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by M.S. 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LESSOR. If the LESSOR authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

20. CONSTRUCTION OF LEASE: If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.

21. ADDITIONAL TERMS: See the attached Exhibit A (Map), Exhibit B (Additional Terms), and Exhibit C (Invasive Species), which is made a part of this lease.

**TESTIMONY WHEREOF, the parties have set their hands.**

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

By 	Date 5 AUGUST 2015
Joey A Rokala NE Region Operations Supervisor DIVISION OF LANDS AND MINERALS	

Lessee (Individual's Name or Name of Entity) Minnesota Department of Transportation, District 3	
Authorized Signatures & Title (If an Entity)  ADE	Date 7/16/15

Lessee (Individual's Name or Name of Entity) Office of Contract Management for Form and Execution	
Authorized Signatures & Title (If an Entity) 	Date 7-22-15



**Exhibit B**  
**Additional Terms**  
Miscellaneous Lease LMIS010139

Terms and Conditions which Apply:

1. Notwithstanding paragraph 13 of the lease, EXHIBITS B and E herein is LESSOR's consent for LESSEE to alter the Premises. The Premises shall be used for construction work room and topsoil storage. Any part of the Premises that is disturbed LESSEE shall conduct minimum grading and turf re-establishment as approved by LESSOR.
2. LESSEE shall notify LESSOR 10 to 14 days prior to work start dates.
3. LESSEE shall not build in and shall prevent sediments from reaching wetlands, waterways, and any other areas outside of the designated Leased Premises.
4. Lands disturbed by LESSEE throughout the term of the lease shall be restored and replanted by LESSEE to pre-leased conditions prior to termination of the lease.
5. As approved by LESSOR, LESSEE shall identify the boundaries of the work area by flagging, signage with posts or by painting boundary lines on the ground. LESSEE may identify by signage the areas where the general public will not be allowed during construction. LESSEE and LESSOR shall determine by mutual agreement the wording on and location of any signs.

Terms approved by Lands and Minerals February 4, 2009

**Exhibit C**  
Invasive Species  
 Miscellaneous Lease LMIS010139

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated July 7, 2012

**Exhibit D**

**Fee Schedule**

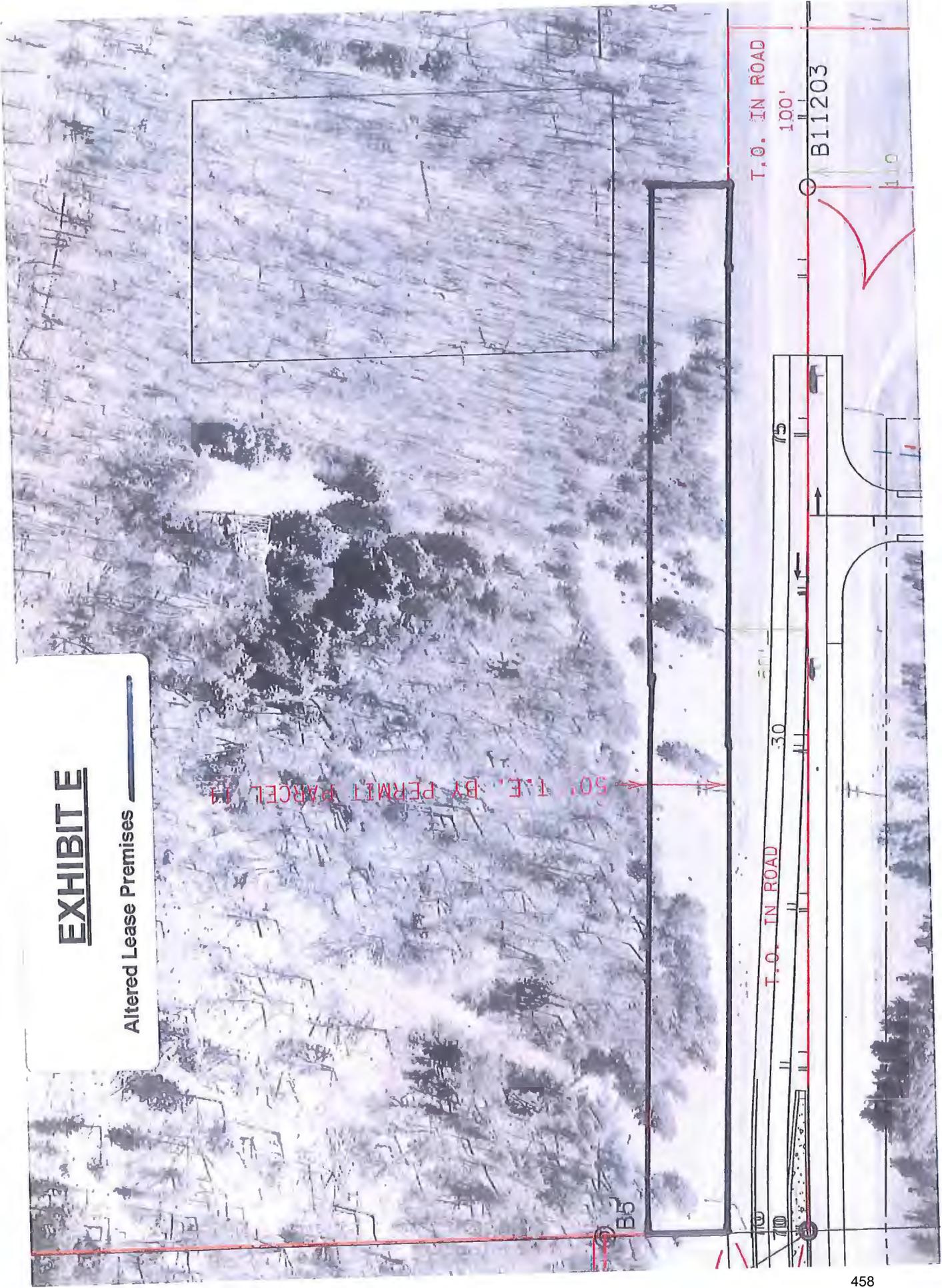
Miscellaneous Lease LMIS010139

<b>No.</b>	<b>Start Date</b>	<b>End Date</b>	<b>Amount</b>	<b>Due Date</b>
1	06/01/2015	05/31/2020	\$550.00	06/01/2015
<b>Total:</b>			<b>\$550.00</b>	

# EXHIBIT E

Altered Lease Premises

50' T.E. BY PERMIT PARCEL 14



**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** N/A  
**State Project Number (SP):** N/A  
**Trunk Highway Number (TH):** N/A  
**Project Identification:** First NetMotion Virtual Private Network (VPN) Services

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota State Patrol ("DPS").

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A is attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 1501.
- 2.2 This agreement will allow MnDOT access and use of the DPS State Patrol's NetMotion VPN (Virtual Private Network) services to access the I-Mobile program. The service will be primarily used by MnDOT's First Response vehicles.

**3 Consideration and Payment**

- 3.1 MnDOT will pay DPS the annual amount of \$5,050.00 on a quarterly basis in the sum of **\$1,262.50**.
- 3.2 DPS must submit invoices electronically for payment, using the format set forth in Exhibit A.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will be **\$25,200.00**.

**4 Conditions of Payment**

- 4.1 All services provided by DPS 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 DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Project Manager and MnDOT's Authorized Representative, at [John.McClellan@state.mn.us](mailto:John.McClellan@state.mn.us) and [Terrina.White@state.mn.us](mailto:Terrina.White@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 Project Manager and MnDOT's Authorized Representative.

**5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative will be:
  - Name/Title:** Terrina White, Contract Administrator (or her successor)
  - Address:** Minnesota Department of Transportation  
1500 West County Road B-2  
Roseville, MN 55113
  - Telephone:** (651) 234-7683
  - E-Mail:** [Terrina.White@state.mn.us](mailto:Terrina.White@state.mn.us)

JG

5.2 MnDOT's Project Manager will be:

**Name/Title:** John McClellan, Project Manager (or his successor)  
**Address:** Minnesota Department of Transportation  
1500 West County Road B-2  
Roseville, MN 55113  
**Telephone:** (651) 234-7025  
**E-Mail:** [John.McClellan@state.mn.us](mailto:John.McClellan@state.mn.us)

5.3 DPS's Authorized Representative will be:

**Name/Title:** Kyle Christy, Office and Administrative Senior (or his successor)  
**Address:** Minnesota Department of Public Safety  
445 Minnesota Street, Suite 130  
St. Paul, MN 55101  
**Telephone:** (651) 201-7141  
**E-Mail:** [Kyle.Christy@state.mn.us](mailto:Kyle.Christy@state.mn.us)

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** DPS 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, DPS 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.** DPS agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](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. DPS'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, DPS 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.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: August 27th, 2015

SWIFT Contract (SC) ID No. 99184

Purchase Order (PO) ID No. 3000261485

**MINNESOTA STATE PATROL ("DPS")**

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

By: [Signature]

Title: Asst. Chief

Date: 9/18/15

**MnDOT**

By: [Signature]  
(with delegated authority)

Title: Project Delivery Engineer

Date: Sept 21, 2015

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 9-21-2015

**INVOICE NO.** \_\_\_\_\_  
 Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [John.McClellan@state.mn.us](mailto:John.McClellan@state.mn.us) and [Terrina.White@state.mn.us](mailto:Terrina.White@state.mn.us).

MnDOT Contract No. 1001472  
 Contract Expiration Date: June 30, 2020  
 SP Number: N/A; TH Number: N/A

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Fiscal Year 2016 Amount:	\$5,040.00			
2. Fiscal Year 2017 Amount:	\$5,040.00			
3. Fiscal Year 2018 Amount:	\$5,040.00			
4. Fiscal Year 2019 Amount:	\$5,040.00			
5. Fiscal Year 2020 Amount:	\$5,040.00			
<b>Net Earnings Totals:</b>	<b>\$25,200.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
<b>1501</b>			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Agency: **Minnesota State Patrol, (DPS)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

Lease Number 144-019-0028
Field Unit Region 2 -245

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S., sec. 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below.

Lessee Minnesota Department of Transportation		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip Code) Office of Electronic Communications, 1500 W County Road B2, B2 MS730		
Lease Fee \$ 73,440.00, plus any Sub-lessee Fees (see Term 4 of the attached Exhibit B, Additional Terms and Conditions).	Fee Payment Schedule \$14,688.00 is due upon execution of the lease (\$7,344.00 per year for the July 1, 2010 and July 1, 2011 lease fees); and \$7,344.00, plus any sub-lessee Fees (see Term 4 of the attached Exhibit B) is due every July 1 <sup>st</sup> for the term of the lease.	
Term	Effective Date July 1, 2010	Termination Date June 30, 2020
Purpose of Lease Mn/DOT Communucation Tower (Kabetogema Tower)		County St. Louis County

**IT IS AGREED AS FOLLOWS:**

- 1. PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:  
  
That part of SE1/4 NE1/4 of Section 27, Township 68 North, Range 21 West in Saint Louis County, containing 3.5 acres more or less and as approximately shown on the attached Exhibit A which is made part of this lease and herein referred to as the "Premises".
- 2. TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, used herein shall be described above and are incorporated herein.
- 3. LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.
- 4. USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.
- 5. LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.
- 6. ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
- 7. MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.

8. INVASIVE SPECIES: The LESSEE is responsible for controlling invasive species on the Premises.  
 (check if applicable) See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.
9. TERMINATION: This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. section 92.50 may be canceled for just cause at anytime by LESSOR upon six months written notice.  
  
LESSEE shall, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in as good condition and repair as on the EFFECTIVE DATE. If the LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE shall indemnify the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.
10. HOLDOVER: LESSEE shall pay to the LESSOR a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that LESSEE holds the Premises after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.
11. LEASE PAYMENTS: The LESSEE shall pay to the Minnesota State Treasurer through the LESSOR the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LESSOR may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.
12. UTILITIES: LESSEE shall pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.
13. ALTERATIONS: The LESSEE shall make no changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of the LESSOR. Any changes, alterations or improvements in or to the Premises shall be at LESSEE sole expense.
14. NO WAIVER: No delay on the part of the LESSOR in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LESSOR.
15. TAXES: The LESSEE shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the LESSEE located on the Premises during the TERM of this lease.
16. LIABILITY: This lease shall not be construed as imposing any liability on the LESSOR for injury or damage to the person or property of the LESSEE or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other incumbrance now in effect. The LESSEE shall indemnify and hold harmless the LESSOR from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.
17. NOTICES: Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LESSOR shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the LESSEE it shall be as stated in the LESSEE'S ADDRESS.
18. TRANSFERS: This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the LESSEE.
19. PUBLIC RECREATION USE: The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by M.S. 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LESSOR. If the LESSOR

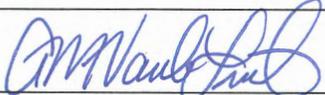
authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

20. CONSTRUCTION OF LEASE: If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.

21. ADDITIONAL TERMS:  
See the attached Exhibit B (Additional Terms and Conditions) which is made part of this lease.

**TESTIMONY WHEREOF, the parties have set their hands.**

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

By 	Date 6/14/2012
--	-------------------

**AARON M. VANDE LINDE  
TRANSACTIONS MANAGER  
DIVISION OF LANDS AND MINERALS**

Lessee (Individual's Name or Name of Entity) Minnesota Department of Transportation	
Authorized Signatures & Title (If an Entity) 	Date 2012 May 14
Authorized Signatures & Title (If an Entity)	Date

**EXHIBIT A**  
Mn/DOT Communication Tower Lease  
Lease #144-019-0028  
Kabetogema Tower  
S27 T68N R21W, St. Louis County, Minnesota



**EXHIBIT B**

Mn/DOT Communication Tower Lease  
Lease #144-019-0028  
Kabetogema Tower  
S27 T68N R21W, St. Louis County, Minnesota

**Additional Terms and Conditions**

1. Lease allows for maintenance of LESSEE'S existing radio tower facility at the Kabetogema site, consisting of the tower; 2 (two) Six foot Andrew PL6-59 Microwave dish, mounted at 80 feet; 1 (one) Six foot Andrew PL6-59 Microwave dish, mounted at 259 feet; 2 (two) Antel BCD 80010-3-25 ARMER Antenna, mounted at 280 feet; and an equipment shelter of approximately 12' X 30'.
2. The LESSEE shall not add additional equipment or antennas without prior written approval from the LESSOR.
3. The addition of further equipment or antennas may result in an adjustment to the lease fee.
4. Any subleasing of the Premises must be approved by the LESSOR. An additional charge, as determined by the LESSOR, for each sub-lessee will apply and be paid to the LESSOR.
5. LESSOR shall have the right to inspect all of the LESSEE's records related to the subleasing of this tower. LESSEE shall provide all sub-lessee agreements to the LESSOR.
6. This lease includes non-exclusive use of the existing road for access to the tower site as necessary to maintain the LESSEE's equipment. LESSEE shall be solely responsible for the cost and expense to repair of any damages resulting from the LESSEE's use of the road.
7. Upon expiration of this lease, the LESSEE shall have the option to renew this lease for an additional ten year period, under terms and conditions that are similar to this lease. The Lease Fee and Fee Payment Schedule for the renewal will be determined at the time of renewal.

**EXHIBIT C**  
**Mn/DOT Communication Tower Lease**  
**Lease #144-019-0028**  
**Kabetogema Tower**  
**S27 T68N R21W, St. Louis County, Minnesota**

**Invasive Species Checklist**

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> – (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1 <sup>st</sup> and Nov 1 <sup>st</sup> . <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

# Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-4045



June 18, 2012

Minnesota Department of Transportation  
Attn: Shane Chatleain  
Office of Electronic Communications  
1500 W County Road B2, MS730  
Roseville, MN 55113

Re: Lease # 144-019-0028 (Mn/DOT Kabetogema Tower Site)  
That part of the SE1/4 NE1/4 of Section 27, Township 68 North, Range 21 West  
St. Louis County

Dear Mr. Chatleain:

Enclosed is a completed copy of the above lease. Please keep this lease as a record of your agreement with the State.

The rental has been paid through June 30, 2012.

If you have any questions, please contact me at the above address or call me at (651) 259-5954.

Sincerely,

A handwritten signature in blue ink that reads "Belem Escobedo".

Belem Escobedo, Real Estate Technician  
DNR - Division of Lands and Minerals

Enclosure

c: Dave Sch  
Joe Roka  
St. Louis  
St. Louis  
St. Louis

A yellow sticky note with handwritten text in black ink. The text reads: "Called 7-3+ talked to Anne Rau".

Called  
7-3+  
talked to  
Anne Rau

A yellow sticky note with handwritten text in black ink. The text reads: "Call ← to bill us for Debbie".

Call  
← to bill  
us  
for  
Debbie

Lease Number LMIS000288
Field Unit Region 1 - Itasca State Park (Area 181)

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S. 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below.

Lessee MN Dept of Transportation		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip) 3920 Hwy 2 W, Bemidji, MN 56619		
Lease Fee \$815.00	Fee Payment Schedule See Exhibit D - Fee Schedule, which is made part of this lease	
Term Ten (10) Years	Effective Date October 1, 2015	Termination Date September 30, 2025
Purpose of Lease Salt Storage Building	County Clearwater	

IT IS AGREED AS FOLLOWS:

1. **PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:

That part of the Northeast Quarter of the Southeast Quarter, Section 35, Township 144 North, Range 36 West of the Fifth Principal Meridian described as follows:

Commencing at the northeast corner of said Southeast Quarter of Section 35, thence south on an assumed bearing along the east line of said Section 35 a distance of 600.00 feet to the point of beginning of the tract to be described; thence West 233.00 feet; thence South 200.00 feet; thence East 233.00 feet; thence North 200.00 feet to the point of beginning. Subject to a road easement along the east 33.00 feet thereof. Located in Clearwater County, containing 1.07 acres more or less and as approximately shown on the attached map which is made a part of this lease.

and herein referred to as the "Premises".

2. **TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, use herein shall be described above and are incorporated herein.
3. **LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.
4. **USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.
5. **LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.
6. **ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
7. **MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.
8. **INVASIVE SPECIES:** The LESSEE is responsible for controlling invasive species on the Premises. (See the

attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.

9. TERMINATION: This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. section 92.50 may be canceled for just cause at anytime by LESSOR upon six months written notice.

LESSEE shall, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in as good condition and repair as on the EFFECTIVE DATE. If the LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE shall indemnify the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.

10. HOLDOVER: LESSEE shall pay to the LESSOR a sum equal to the lease period cost plus fifty (50) percent of that lease period cost if the LESSEE holds the Premises after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

11. LEASE PAYMENTS: The LESSEE shall pay to the Minnesota State Treasurer through the LESSOR the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LESSOR may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.

12. UTILITIES: LESSEE shall pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.

13. ALTERATIONS: The LESSEE shall make no changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of the LESSOR. Any changes, alterations or improvements in or to the Premises shall be at LESSEE sole expense.

14. NO WAIVER: No delay on the part of the LESSOR in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LESSOR.

15. TAXES: The LESSEE shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the LESSEE located on the Premises during the TERM of this lease.

16. LIABILITY: LESSEE agrees that each party shall be responsible for its own acts and omissions, the acts and omissions of its employees and results thereof to the extent authorized by law. The parties shall not be responsible for the acts of any others and the results thereof. Liability of the DNR AND MnDOT shall be governed by the provisions of the Minnesota Tort Claims Act Minnesota Statute Section 3.736.

17. NOTICES: Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LESSOR shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the LESSEE it shall be as stated in the LESSEE'S ADDRESS.

18. TRANSFERS: This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the LESSEE.

19. PUBLIC RECREATION USE: The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by M.S. 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LESSOR. If the LESSOR authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

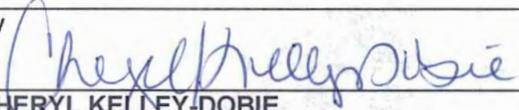
20. CONSTRUCTION OF LEASE: If any clause or provision of this lease is or becomes illegal, invalid or unenforceable

because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.

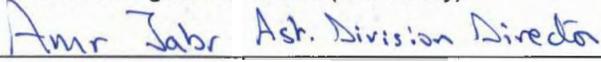
21. ADDITIONAL TERMS: See the attached Exhibit A (Map), Exhibit B (Additional Terms), Exhibit C (Invasive Species), and Exhibit D (Fee Schedule), which are made a part of this lease.

**TESTIMONY WHEREOF, the parties have set their hands.**

**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES**

By 	Date 10-12-15
--	------------------

**CHERYL KELLEY-DOBIE  
REGIONAL OPERATIONS SUPERVISOR  
DIVISION OF LANDS AND MINERALS**

Lessee (Individual's Name or Name of Entity) MN Dept of Transportation	
Authorized Signatures & Title (If an Entity)  Amr Jabr Ast. Division Director	Date 9/28/15

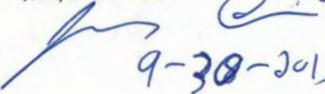
Mn/DOT Contract Management  
  
9-30-2015

Exhibit A  
Map  
Miscellaneous Lease LMIS000288



**Exhibit B**  
**Additional Terms**  
Miscellaneous Lease LMIS000288

Terms and Conditions which Apply:

1. Any damage to existing road surface caused by LESSEE use shall be repaired at LESSEE expense.
2. All storage or handling of materials shall occur on the 150' x 150' asphalt pad surface. Leaching or spillage of de-icing materials shall be contained within the asphalt area. Any spilled material shall be cleaned up promptly by MNDOT
3. All materials shall be stored under cover or within buildings at all times. All material storage and handling shall be done on the asphalt area.
4. The buildings shall be sided or painted in earth tone colors which are compatible with existing park facilities. Buildings used to store equipment shall be equipped with doors to prevent entrance by park visitors and afford protection from weather. Buildings shall be locked when there are no LESSEE personnel on the site.
5. LESSEE shall be responsible for all costs and expenses necessary to maintain the facility and grounds.
6. Snowplowing of entrance road will be shared by LESSEE and LESSOR.
7. Snowplowing of the lease site shall be the responsibility of the LESSEE.
8. Operation and Maintenance of lease area shall be done in a manner which minimizes damage to existing vegetation (trees).
9. Drainage shall be designed, constructed and maintained so as to minimize erosion and avoid adversely affecting the abutting property
10. The premises and their uses shall be subject to inspection at all reasonable times by the duly authorized representative of the LESSOR.
11. LESSEE shall keep the premises in a neat and orderly condition and shall dispose of solid waste, hazardous waste and other materials in a lawful manner. The LESSEE shall prevent unlawful pollution caused by activities on the premises.

**Exhibit C**  
**Invasive Species**  
 Miscellaneous Lease LMIS000288

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx">http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input checked="" type="checkbox"/>	The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input checked="" type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated July 7, 2012

**Exhibit D**  
**Fee Schedule**

Miscellaneous Lease LMIS000288

<b>No.</b>	<b>Start Date</b>	<b>End Date</b>	<b>Amount</b>	<b>Due Date</b>
1	10/01/2015	09/30/2025	\$815.00	10/01/2015
<b>Total:</b>			<b>\$815.00</b>	

# Minnesota Department of Natural Resources

Division of Lands and Minerals  
2115 Birchmont Beach Rd NE  
Bemidji, MN 56601



October 13, 2015

Jim Cownie  
Minnesota Department of Transportation  
395 John Ireland Blvd., Mail Stop 130  
St. Paul, MN 55155

RE: Miscellaneous Lease # LMIS000288  
Land Description: NESE, S35, T144N, R36W  
Clearwater County

Dear Lessee,

Enclosed is a completed copy for the above lease. Please keep this lease as a record of your agreement with the State. This lease will expire on September 30, 2025.

If you have any questions, please contact me at the above address or call me at 218-308-2683.

Sincerely,

A handwritten signature in black ink, appearing to read "Pam Arndt". The signature is fluid and cursive.

Pam Arndt,  
Realty Specialist  
Division of Lands and Minerals

Enclosure

Cc: Tim Williamson, Regional Acquisition & Development Specialist, DNR

DNR Transaction # LMIS000288 and Transaction ID 1062049

[www.dnr.state.mn.us](http://www.dnr.state.mn.us)

AN EQUAL OPPORTUNITY EMPLOYER



PRINTED ON RECYCLED PAPER CONTAINING A MINIMUM OF 10% POST-CONSUMER WASTE

MnDOT Contract No: 1002086  
Lease No.: 11245-A

**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.

478 

- 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 1<sup>st</sup> 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: *Janine Gudebush*  
Date: 6/15/16  
SWIFT Contract # 110737

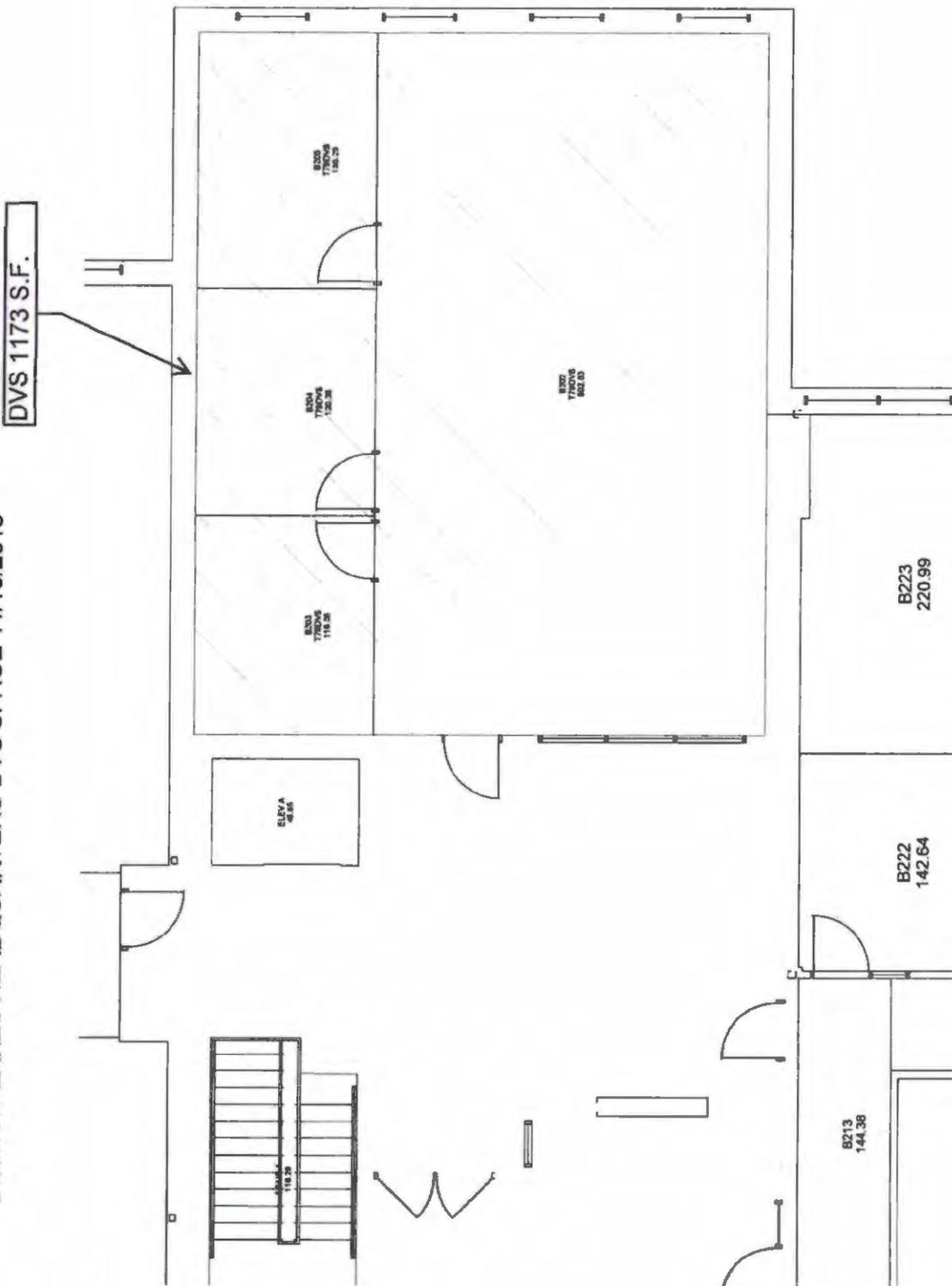
**COMMISSIONER OF ADMINISTRATION**

*MnDOT Contract Management*

By: *Ryan Faulk*  
Date: 6/21/16

SWIFT Purchase Order # 3000040960

DETROIT LAKES HEADQUARTERS DVS SPACE 11/19/2015



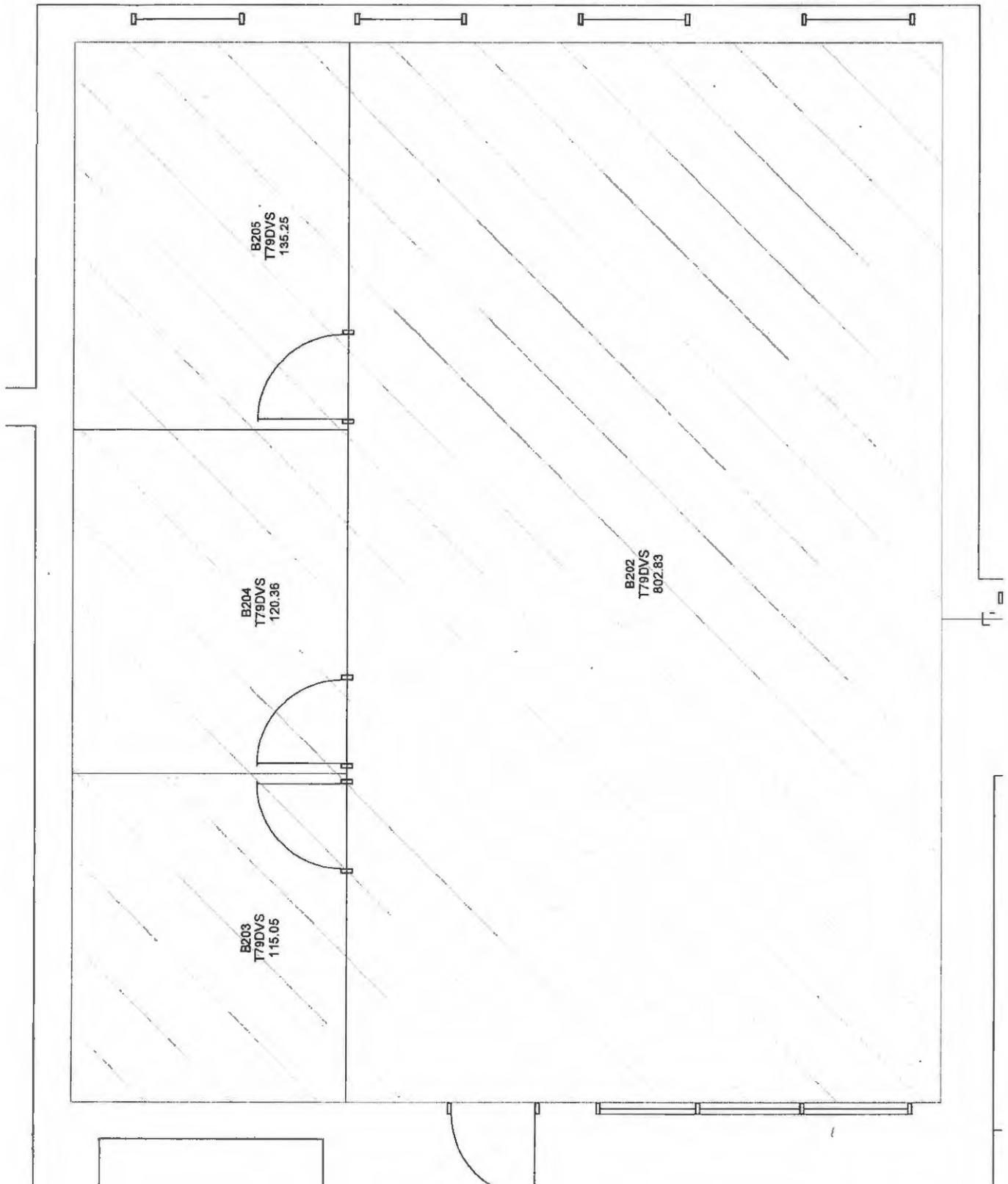


Exhibit B  
 Estimated Cost/Rent for  
 LEASED SPACE

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		

**PARTNERSHIP AGREEMENT BETWEEN  
THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY -DRIVER AND VEHICLE  
SERVICES  
FOR  
LEASED SPACE IN THE MnDOT VIRGINIA 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 Virginia Headquarters Facility; and,
3. This agreement supersedes and replaces Leases 11035-A and PS0319 in their entirety.
4. 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 seven hundred (700) usable square feet of office space in the MnDOT Virginia Headquarters Facility (as shown in Exhibit B) located at 101 North Hoover Road, Virginia, MN 55792-3412
  - 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 \$36,603.19 for the term of the Lease, as estimated below and detailed in Exhibit A:

3.2.

Period	Estimated Increase Per Year	Cost Per Year	Quarterly Rental
07/01/15 to 06/30/16		\$ 6,894.38	\$1,723.59
07/01/16 to 06/30/17	3%	\$ 7,101.21	\$1,775.30
07/01/17 to 06/30/18	3%	\$ 7,314.25	\$1,828.56
07/01/18 to 06/30/19	3%	\$ 7,533.67	\$1,883.42
07/01/19 to 06/30/20	3%	\$ 7,759.68	\$1,939.92
Total Estimated Cost of Partnership Lease		\$36,603.19	

3.3. 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 (700 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.

3.4. 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 1<sup>st</sup> 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

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

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

- 3.7. 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.
- 5.2.1. The motorcycle testing area consists of a mutually agreed upon area approximately 30' x 120' (3,600 square feet) in the parking lot and will be available between the hours of 10:00 a.m. and 4:30 p.m. on Tuesday of each week from approximately April to November of each year.
- 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: Duane Hill or successor.  
Title: District Engineer  
Office: MnDOT District 1  
Street Address: 1123 Mesaba Ave  
City State Zip: Duluth, MN 55811  
Telephone: 218-725-2704  
Email: Duane.Hill@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.

MnDOT Contract No: 1002090  
Reference Lease No.: 11035-A

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

MnDOT Contract No: 1002090  
Reference Lease No.: 11035-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: *Aaron M. Olson*  
Title: DVS Director  
Date: 5/4/16

**COMMISSIONER OF  
TRANSPORTATION**

By: *Michael J. Brown*  
Assistant Commissioner or  
Title: Assistant Division Director  
Date: 5/6/16

**STATE ENCUMBRANCE VERIFICATION**

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

By: *Eric J. Gudeknecht*  
Date: 5/4/16

**COMMISSIONER OF ADMINISTRATION**

By: *Ryan Daulton*  
Date: 5/16/16

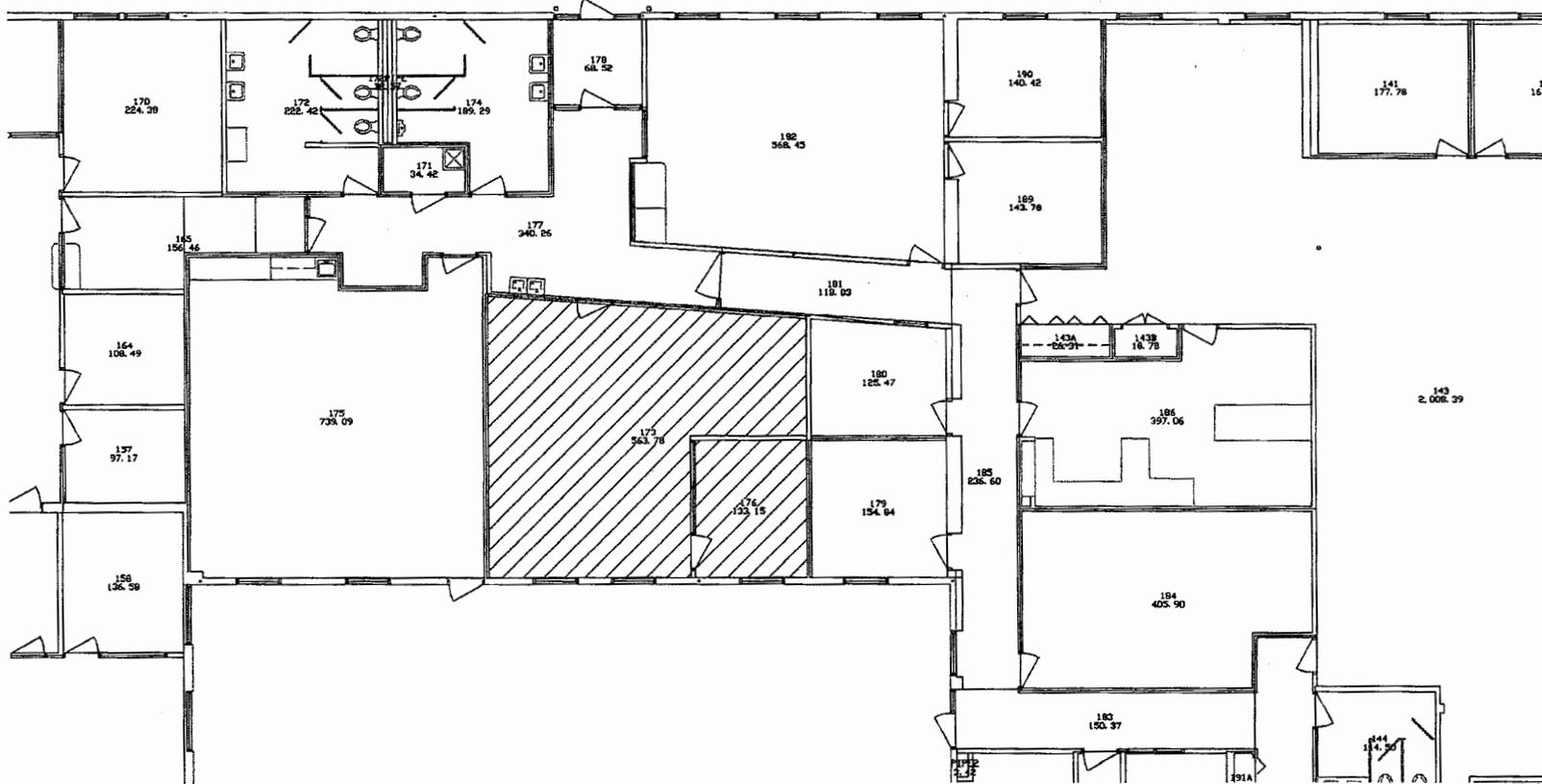
SWIFT  
Contract # 108804

SWIFT  
Purchase  
Order # 3000040365

## LEASED SPACE IN THE MnDOT VIRGINIA HEADQUARTERS BUILDING

Description	Amount	
FY 15 Operating Expense	\$523,742.94	
Capital Expenditures (CE)	\$0.00	
Depreciation (D)	\$111,873.92	
Subtotal (AOP+CE+D)	\$ 635,616.86	
Admin +10%	\$ 63,561.69	
Total Costs (Subtotal+Admin)	\$ 699,178.55	
Square Footage	70,989	
Cost per square foot	\$ 9.85	
DPS-DVS square feet	700	
DPS-DVS Yearly Rental FY 2016	\$ 6,894.38	
	Estimated	
	Increase	
	Per Year	
Period	Cost	Quarterly
	Per Year	Rental
07/01/15 to 06/30/16	\$ 6,894.38	\$ 1,723.59
07/01/16 to 06/30/17	3% \$ 7,101.21	\$ 1,775.30
07/01/17 to 06/30/18	3% \$ 7,314.25	\$ 1,828.56
07/01/18 to 06/30/19	3% \$ 7,533.67	\$ 1,883.42
07/01/19 to 06/30/20	3% \$ 7,759.68	\$ 1,939.92
Total Estimated Cost of Partnership Lease	\$ 36,603.19	

VIRGINIA HEADQUARTERS DVS SPACE DEFINED.  
DVS SPACE IS 700 SF OF A TOTAL BUILDING SF OF  
70,989 SF.



MNDOT Contract Number: 1002090  
Lease No: 11035-A  
Exhibit B

**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 Mn/DOT 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](mailto: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](mailto: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](mailto: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](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.

*REMAINDER OF PAGE INTENTIONALLY LEFT BLANK*

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: December 23<sup>rd</sup>, 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

<b>GENERAL ORDER</b>			
	<b>Effective:</b>	February 20, 2015	<b>Number:</b> 15-30-013
	<b>Subject:</b>	UNIFORM AND EQUIPMENT ISSUE/TURN-IN (TROOPERS)	
	<b>Reference:</b>	General Orders 30-003, 30-008, and 30-010	
	<b>Special Instructions:</b>	Rescinds General Order 12-30-013	<b>Distribution:</b> 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								
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.

<p><b>Approved:</b></p> <p>SIGNED 2/20/2015</p> <hr/> <p><b>Colonel Matthew Langer, Chief</b> Minnesota State Patrol</p>
--

## 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
<b>ACCIDENT INVESTIGATION &amp; DAILY USE</b>				
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
<b>AUTOMOTIVE TRUNK EQUIPMENT</b>				
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		
<b>BRASS + BADGES / MISC UNIFORM ACCESSORIES/ ID</b>				
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		
<b>CAMERAS, RADIOS, FLASHLIGHTS &amp; ACCESSORIES</b>				
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
<b>FIRST AID</b>				
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		
<b>RIOT/TACTICAL/TESTING EQUIPMENT &amp; ACCESSORIES</b>				
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		
<b>WEAPON ACCESSORIES</b>				
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		
<b>UNIFORM ITEMS</b>				
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**

<b>Leather Items</b>				
- 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		
<b>Holster</b>				
- 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		
<b>Honor Guard</b>				
- Hat Carrier				
- Hat Strap				
- Garment				

Employee: \_\_\_\_\_ I.D.# \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Supervisor: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature

Received By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Signature of Warehouse Personnel

02/2015

Exhibit A

<b>MINNESOTA STATE PATROL</b>	
Addendum 2	Number: 15-30-013
<b>ELECTRONIC EQUIPMENT TURN-IN</b>	

**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 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 Wages, Benefits and Comp Time during the Academy**	\$117,000.00				Academy Training Payroll, January - May 2016
2.2.2 6 FTE Troopers upon graduation	\$84,290.22	\$86,818.93			May 17, 2016 - August 16, 2016
2.2.2 & 2.3 5 FTE, 1 FTE Lieutenant		\$633,155.53	\$741,573.69	\$127,303.48	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	\$712.82	
2.2.7 & 2.3 2.5% Increase for Freeway Pay	\$2,195.25	\$18,087.55	\$18,630.18	\$3,198.18	
2.2.5 & 2.3 Overtime Expenses	\$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	
		<b>Billed Total</b>	<b>\$301,168.92</b>	<b>\$193,903.90</b>	<b>\$204,553.90</b>	<b>\$12,256.00</b>	
		<b>FY TOTAL</b>	<b>\$508,291.89</b>	<b>\$965,466.40</b>	<b>\$999,782.32</b>	<b>\$148,770.21</b>	Payroll + Billed Items
		<b>Contract Total</b>				<b>\$2,622,310.82</b>	

\*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\_\_\_\_.

<p><b>For Minnesota Management &amp; Budget Only</b></p> <p>Appropriate Class of Assignment: _____ (explain if necessary)</p> <p>Approved by: _____ Name _____ Date _____</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management &amp; Budget.</p>	<p><b>Payment Information</b></p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>Fund _____ Agcy _____ Org # _____ Appr _____</p> <p>(Check One)</p> <p><input type="checkbox"/> Direct Payment at a rate of \$ _____ per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ _____ per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$ _____.</p>
---	--

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 _____	<div style="border: 1px solid black; padding: 10px; margin: 0 auto; width: 80%;">                 _____                  Employee Signature _____ Date _____             </div>
Service Agency, by _____	Date _____	

**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>
<b>TOTAL</b>	<b><u>\$50,330,662.09</u></b>

### 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>
<b>Total Reimbursement</b>	<b><u>\$15,359,167.35</u></b>

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](mailto: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: *Sandy J. [Signature]*

Date: 12/22/15

SWIFT Purchase Order Number: 300038402

**Mn/DOT**

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

Title: Assistant Commissioner – State Aid

Date: 12/21/15

**DEPARTMENT OF PUBLIC SAFETY;  
EMERGENCY COMMUNICATION NETWORKS**

By: *Jacqueline [Signature]*

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 (SP):** N/A  
**Trunk Highway Number (TH):** N/A  
**Project Identification:** N/A

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Department of Employment and Economic Development ("DEED").

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 February 28, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A is incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 0028.
- 2.2 MnDOT will refer job applicants to the Minnesota WorkForce Centers throughout Minnesota.
- 2.3 DEED staff will administer WorkKeys Applied Math and Reading for Information tests to applicants and enter their scores and where they tested into the MnDOT database.

**3 Consideration and Payment**

- 3.1 MnDOT staff will review the MnDOT database and reimburse DEED the American College Testing Service Governmental Rate (as of 10/1/2015 this was \$7.00 per test). At the end of each month, MnDOT will review the secure database to determine the amount to be paid to DEED based on the number of tests administered.
- 3.2 DEED must submit invoices electronically for payment, using the format set forth in 4.3.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DEED under this Agreement will not exceed/will be \$10,000.

**4 Conditions of Payment**

- 4.1 All services provided by DEED 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 DEED invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DEED within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DEED within 30 days of receipt of such invoice.
- 4.3 DEED must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative will be: Christine Fisher/Title: Project Leader (or his/her successor)  
 Address: 395 John Ireland Blvd, M.S. 200; St. Paul, MN 55155  
 Telephone: 651-366-3410  
 E-Mail: [Christine.fisher@state.mn.us](mailto:Christine.fisher@state.mn.us)

- 5.2 DEED's Authorized Representative will be:

Name/Title: David Niermann, Assistant Director, WorkForce Development Division  
Address: 1<sup>st</sup> National Bank Building, 322 Minnesota Street, Suite E200; St. Paul, MN 55101  
Telephone: 651-259-7583  
E-Mail: [david.niermann@state.mn.us](mailto:david.niermann@state.mn.us)

**6 Amendments**

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

**7 Liability**

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

**8 Termination**

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

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** DEED 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, DEED 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.** DEED agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](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. DEED'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, DEED 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.

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 2-29-16

SWIFT Contract (SC) ID No. 106527

Purchase Order (PO) ID No. 3000286336

**OTHER AGENCY NAME OR ACRONYM\***

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

By: [Signature]

Title: Deputy Commissioner

Date: 2-19-16

**MnDOT**

[Signature]

By: \_\_\_\_\_  
(with delegated authority)

Title: Assistant Director Lynn H. H. H. H.

Date: 3/1/16

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 3-3-2016

**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_\_\_\_ %  
 Final Invoice?  Yes  No

**Invoice Instructions:**

1. Contractor must complete the invoice.
2. Contractor must sign the invoice.
3. Contractor must attach supporting documentation and scan the entire invoice package\*, **in the following order:**
  - a. Completed, signed Invoice Form
  - b. Supporting Documentation

*Note: Whenever possible, please convert landscape pages to portrait pages and optimize the document to decrease the size.*
4. Contractor must e-mail the invoice to ptinvoices.dot@state.mn.us

MnDOT Contract No: 1002343 Estimated Completion: \_\_\_\_\_ % of total contract  
 Expiration Date: 02/28/2019 Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. WorkKeys – MnDOT Testing	\$10,000.00			
Net Earnings Totals	\$10,000.00			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an Invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
0028			

Invoice.  
 Contractor: Dept of Employment and Economic Development  
 Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\*Must Match Net Earnings Totals Above  
 I certify that the statements contained on this Invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this



# MINNESOTA DELEGATION/RESCISSION OF AUTHORITY

This document is a public record and is available for public inspection.  
Please read the instructions on the back of this form before completing it.

**1. DEPARTMENT (AGENCY, BUREAU, ETC.)**  
Department of Employment and Economic Development

**2. NAME OF DESIGNEE (INCLUDING TITLE)**  
Jeremy Hanson Willis  
Deputy Commissioner of Workforce Development

**3. PERSON DELEGATING/RESCINDING (INCLUDING TITLE)**  
Katie Clark Sieben, Commissioner

**4. Choose one of the following actions:**

I hereby **DELEGATE** the powers and/or duties listed in No. 6 to the above named designee, effective:

I hereby **RESCIND** all prior delegations of authority on file for the above named person effective:

June 02 2014  
Month Day Year

Month Day Year

**5. AUTHORITY CITED:**  Pursuant to M.S. 15.06, Subd. 6  Pursuant to: M.S. 16C.03, Subd. 16  
(Please check all that apply)  Pursuant to: M.S. \_\_\_\_\_ (By the Commissioner of Administration)

**6. If you are delegating powers and/or duties, mark the appropriate line(s) below.**

EXECUTE CONTRACTS  
(Provide details below)

SIGN PURCHASING DOCUMENTS  
(Provide details below)

OTHER (Provide details below)

**DETAILS**

To sign contractual agreements with instrumentalities of federal, state or local governments; with private individuals, organizations or facilities and to sign grants and other documents relative to the Workforce Development, Unemployment Insurance, Vocational Rehabilitation, and the State Service for the Blind

**7. SIGNATURES**

K. Clark Sieben  
DELEGATING/RESCISSION AUTHORITY

[Signature]  
DESIGNEE

RESERVED FOR USE BY THE SECRETARY OF STATE

**8. Copies to:**

DEED Administrative and Financial Services  
 Designee



142531

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
 MINNESOTA DEPARTMENT OF TRANSPORTATION  
 AND  
 MINNESOTA DEPARTMENT OF ADMINISTRATION,  
 PLANT MANAGEMENT DIVISION  
 FOR  
 PROVIDE SALT FOR THE CAPITAL COMPLEX AREA**

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration, Plant Management Division ("Admin/PMD") located at: 321 Grove Bldg. 2, 603 Pine St., St Paul, MN 55101.

**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 Salt for the Capital Complex Area ; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1 *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and Admin/PMD officials pursuant to Minnesota law.
  - 1.2 *Expiration date.* This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 10.
2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide approximately 118 tons of salt (sodium chloride) per year at \$84.64/ton to Admin/PMD for the Capital Complex Area for five years.

Salt			
	Tons	Price/ Ton	Total Cost
One Year	118	\$84.64	\$9,987.52
Five years			5
Subtotal			\$49,937.60
Contingency			\$62.40
Total Cost			\$50,000.00

- 2.1 *MnDOT responsibilities.* MnDOT will:
  - 2.1.1 Provide salt,
  - 2.1.2 Load salt,

- 2.1.3 Maintain records of salt picked up by Admin/PMD,
- 2.1.4 Notify MnDOT, Attn: Cash Accounting, RE: MnDOT Contract Number (1002527), Mail Stop 215, 395 John Ireland Blvd, St. Paul, MN 55155, of the amount to invoice Admin/PMD, and,
- 2.1.5 Invoice Admin/PMD for the agreed amount.
- 2.2 *Admin/PMD responsibilities.* Admin/PMD will:
- 2.2.1 Pick up the salt at the Maryland truck station,
- 2.2.2 Maintain records of salt removed,
- 2.2.3 Pay MnDOT the agreed amount.
3. **Terms of Payment**
- 3.1 The parties will meet before May 15 of each year meet with MnDOT to confirm amount used during the year.
- 3.2 MnDOT will create and enter an invoice in SWIFT.
- 3.3 Admin will make payment using the bilateral netting process in SWIFT.
- 3.4 The total obligation of Admin for all compensation and reimbursements MnDOT under this Agreement will not exceed \$50,000.00.
4. **Authorized Representatives**
- 4.1 *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.
- 4.2 *MnDOT's Authorized Representative* is
- |                 |  |               |
|-----------------|--|---------------|
| Name:           | Jay Emerson  | or successor. |
| Title:          | Clear Roadways Operations Superintendent                             |               |
| MnDOT -         | MnDOT Metro District, Maintenance Operations                         |               |
| Street Address: | 1500 County Road B2 W  |               |
| City State Zip: | Roseville, MN 55113  |               |
| Telephone:      | 651-234-7907   |               |
| Facsimile:      | 651-234-7986   |               |
| Email:          | <a href="mailto:Jay.Emerson@state.mn.us">Jay.Emerson@state.mn.us</a> |               |
- 4.3 *Admin's Authorized Representative* is:
- |                 |  |               |
|-----------------|--|---------------|
| Name:           | Joe Dinnebier  | or successor. |
| Title:          | Grounds Support Services Manager   |               |
| Dept. Name:     | Administration, Plant Management Division                                |               |
| Street Address: | 50 Sherburne Ave. Room G-10  |               |
| City State Zip: | St. Paul, MN 55155   |               |
| Office:         | 651-201-3057   |               |
| Mobile:         | 651-485-6359   |               |
| Facsimile:      | 651-297-5158   |               |
| Email:          | <a href="mailto:Joe.Dinnebier@state.mn.us">Joe.Dinnebier@state.mn.us</a> |               |
5. **Amendments**
- 5.1 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.
6. **Liability**
- 6.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law

7. **Termination:**

- 7.1 This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party

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

**Minnesota Department of Administration/Plant Management Division**

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

**COMMISSIONER OF TRANSPORTATION**

By: C. A. M.  
Title: Director  
Date: 6/27/17

By: Ann Zahr  
Title: Assistant Commissioner or Assistant Division Director  
Date: 6/28/17

**Admin/PMD**

**STATE ENCUMBRANCE VERIFICATION**

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

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
Date: 6/27/17  
SWIFT Contract # 126544

By: ~~DA~~ Ryan Gault  
Date: 6/30/2017

SWIFT Purchase Order #

60209-3000006479

**STATE OF MINNESOTA  
INTERAGENCY PARTNERSHIP AGREEMENT**

Location: Fiber optic rings in Minneapolis, St Paul and surrounding metro area.  
Description of Services: Provide single mode fiber pair on MnDOT's Regional Transportation Management Center (RTMC) fiber network.

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Office of MN.IT Services ("MN.IT").

**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 the State of Minnesota.
2. The parties wish to cooperatively provide network communications utilizing fiber on MnDOT's Regional Transportation Management Center (RTMC) fiber infrastructure.
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

**1 Term of Agreement;**

- 1.1 **Effective Date:** This Agreement will be effective the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2030, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibit A is attached and incorporated in to this agreement by reference.

- 2 Scope of Work and Responsibilities of Each Party.** MnDOT will provide MN.IT with 1 pair of single mode fibers on the RTMC fiber infrastructure in a ring topology this configuration will provide fiber resiliency and assist during scheduled construction and in the event fiber damages have occurred. MnDOT will re-route around construction impacted fiber or facilitate temporary fiber installations to prevent loss of connectivity when possible. MN.IT will utilize the dark fiber in its own network design for Minnesota's Network for Enterprise Telecommunications (MNET) connected customers. In the event of fiber outage emergency MnDOT and MN.IT will work collaboratively to determine issues and coordinate the best way to resolve the emergency.

**2.1 MnDOT Responsibilities.** MnDOT will:

- 2.1.1 Provide all management and routing of fiber on the RTMC fiber infrastructure including routing around construction impacts, fiber locates, planned/unplanned fiber repairs, and service notification of scheduled maintenance. Fiber located on MnDOT ROW will be owned and operated by MnDOT.
- 2.1.2 Provide a quarterly spreadsheet such as Exhibit A, which is effective as of this agreements execution date, containing MNET Locations Utilizing MNDOT RTMC fiber infrastructure to MN.IT. A hardcopy is attached. The Exhibit, will be updated quarterly, and will include Customer Name, Customer, Site, Location address, Status, Active Date, Billing Date, Monthly Cost, Monthly Total and Yearly Total and will be submitted quarterly to MN.IT.

2.1.3 Be responsible for approving and forwarding the revised quarterly Exhibit to [ARAgreements.DOT@state.mn.us](mailto:ARAgreements.DOT@state.mn.us) for invoicing each quarter when it is received from MN.IT.

**2.2 MN.IT Responsibilities. MN.IT will:**

2.2.1 Construct, contract, and pay for all new fiber laterals including the costs associated to splicing into the RTMC fiber infrastructure, pull all needed permits and be responsible for all aspect of fiber management for fiber lateral segment that connect to the RTMC fiber infrastructure, including maintenance, locates, repairs, and reroutes. A point of delineation at the MnDOT Right of Way (ROW) will be installed on any lateral connection leaving MnDOT ROW. Fiber outside of the MnDOT ROW will be owned and operated by MN.IT.

2.2.2 Design MNET customer connections incorporating the fiber resiliency providing dual path connectivity for all customers on the RTMC fiber infrastructure, install, and manage all network equipment to operationalize the MnDOT RTMC provided fiber and take all MNET customer calls regarding all aspects of service.

2.2.3 Charges will be assessed and paid in the amount of \$473.32 (Four hundred seventy three dollars and thirty two cents) each month for each connection that is in current and new connection in existence for 30 days.

2.2.4 MN.IT will send the quarterly revised Exhibit, to MnDOT showing what changes have been made to the locations and only revise the Exhibit, to facilitate the invoicing process. Changes to the Exhibit A will only be made once each quarter and the updated Exhibit A will be added and incorporated into this agreement by reference.

**3 Consideration and Payment**

3.1 Upon execution of this agreement MnDOT will invoice MN.IT as follows:

3.1.1 Each active location and any new location in place for 30 days, according to the active date listed in the Exhibit, and will be charged at the rate of \$473.33 per month. Each quarter the adjustments will be made and reflected in the new Exhibit, and quarterly payments will be made for that quarter. Adjustments to the quarterly invoice will take place and be reflected in the new Exhibit. This Interagency Agreement will not be amended to reflect changes, removal, and/or additions to the locations.

3.1.2 The total obligation of MN.IT for all compensation and reimbursements to MnDOT under this Agreement will not exceed \$1,500,000.00 (One Million Five Hundred Thousand Dollars).

3.1.3 After Fiscal year 2022, an inflationary increase may be added to the per location costs. This COLA would not be greater than the official rate of inflation.

**4 Conditions of Payment.**

4.1. All services provided by MnDOT under this Agreement must be performed to MN.IT's satisfaction, as determined at the sole and reasonable discretion of MN.IT's Authorized Representative.

4.2 MN.IT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. If an invoice is incorrect, defective or otherwise improper, MN.IT will notify MnDOT within 10 days of discovering the error. After MN.IT receives the corrected invoice, MN.IT will pay MnDOT within 30 days of receipt of such invoice.

4.3 MnDOT will create and enter an invoice in SWIFT.

4.4 MN.IT will make payment to MnDOT using the bilateral netting process in SWIFT.

## 5 Authorized Representatives

### 5.1 MnDOT's Authorized Representative will be:

Name: Ralph Adair or his successor  
Title: RTMC Integration and Systems Engineer  
Location: MnDOT District Metro, RTMC  
Address: 1500 W County Road B2, Roseville, MN 55133  
Telephone: 651-234-70274  
Email: [Ralph.Adair@state.mn.us](mailto:Ralph.Adair@state.mn.us)

### 5.2 MN.IT's Authorized Representative will be:

Name: Jim E. Johnson or his successor.  
Title: Communications Director, MN.IT Services  
Address: 658 Cedar St, St Paul, MN 55155  
Telephone: 651-201-1016  
Email: [jim.e.johnson@state.mn.us](mailto:jim.e.johnson@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 omissions and the results thereof, to the extent permitted by law.

8. **Audit:** -Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the MN.IT relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.
9. **Jurisdiction and Venue:** - Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.
10. **Government Data Practices:** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.

## 11. Assignment and Amendments

- 11.1 *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.
- 11.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

## 12. Waiver; Contract Complete

- 12.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
- 12.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**13 Termination**

Either party may terminate this Agreement at any time, with or without cause, upon twenty four months' notice.

**MN.IT ENCUMBRANCE VERIFICATION**

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

Signed: Lynette Digitally signed  
by Lynette Podritz  
Date: Podritz Date: 2016.11.22  
14:51:52 -06'00'

SWIFT Contract (SC) ID No.: 118016

Purchase Order (PO) ID No.: 3000017269

MnDOT

By: Michael P. Barnes  
(with delegated authority)

Title: Assistant Commissioner

Date: 11/30/16

**Office of MN.IT Services\***

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

By: Tu Tong Digitally signed  
by Tu Tong -  
CFO  
Title: - CFO Date: 2016.11.23  
10:24:48 -06'00'

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

**MnDOT CONTRACT MANAGEMENT**

By: Kyrene Danko

Date: 12/8/2016



**MAD Project Number: 2016-115  
INTERAGENCY AGREEMENT  
for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: MnDOT - Office of Customer Relations

MAD Contact: Lisa Anderson

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

Agency:	Fiscal Year:	Vendor Number: ID G10000000, Location 001
Total Amount of Contract: \$116,625.00 ✓	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1: FY16	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790083	Appr:	Appr:
Org/Sub: T7946703	Org/Sub:	Org/Sub:
Rept Catg: 80141500	Rept Catg:	Rept Catg:
Amount: 13,500.00	Amount:	Amount:

T9X166 0253  
Processing Information: (Some entries may not apply.) Begin Date: \_\_\_\_\_ End Date: 3-31-17 ✓

Contract: 109037  
Number/Date/Entry Initials  
R. Haney 5-5-16

Order: 3000295993  
Number/Date/Signatures  
*[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the MnDOT - Office of Customer Relations (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

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

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: Lisa Anderson Requesting Agency: Donna Koren

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

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

Up to 855 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$1,200.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed \$116,625.00.

If the Management Analysis & Development hourly rate increases effective July 1, 2016, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2016 forward.

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

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

**4. Effective Dates:**

This agreement is effective May 9, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until March 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

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

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

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

1. Requesting Agency (MnDOT)	2. Management Analysis & Development
By: <i>Christine Ky</i> Title: Assistant Director - Director - FSD Date: 5-9-16	By: <i>[Signature]</i> Title: Director Date: 5/4/16

1. b MnDOT Contract Management Unit  
 By: *Ryan South*  
 Title: *Contracts Management Supp.*  
 Date: *5/11/16*

*Encumbered*  
*R. Nancy*  
*#109037*  
*#3000295993*  
*5-5-16*



Management  
Analysis  
& Development

# Proposal

## MnDOT District 1 – Manufacturers’ Perspectives Interview Project

**May 2016**

**Proposal prepared by:**

Lisa Anderson  
651.259.3824  
[Lisa.Anderson@state.mn.us](mailto:Lisa.Anderson@state.mn.us)

Matt Kane  
651.259.3809  
[Matt.Kane@state.mn.us](mailto:Matt.Kane@state.mn.us)

Renee Raduenz  
651.259.3814  
[Renee.Raduenz@state.mn.us](mailto:Renee.Raduenz@state.mn.us)

**Division director**

Kristin Batson

**Assistant division director**

Beth Bibus

**Contact information**

Telephone: 651-259-3800

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

Fax: 651-797-1311

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

Address: 203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

**Management Analysis & Development**

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

**Alternative Formats**

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

## District 1 Proposal—May 3, 2016

## Background

The Minnesota Department of Transportation (MnDOT) plans to conduct a study of manufacturers' perspectives of Minnesota's transportation system in MnDOT District 1. District 1 is comprised of 8 counties and encompasses the northeast region of the state, with its headquarters in Duluth. Other cities located in District 1 include Grand Rapids, Hibbing, Virginia, Grand Marais, Moose Lake, and Pine City. About six percent (8,605) of jobs in Northeast Minnesota are in manufacturing.<sup>1</sup> Other major industries include health care and social assistance, retail trade, and accommodation and food services.

The study approach will closely mirror previous projects in MnDOT Districts 2, 4, and 8. Through face-to-face interviews with businesses, MnDOT will collect information on transportation needs and build relationships with economic development professionals and businesses. Information gleaned from interviews will help MnDOT understand the needs and priorities of businesses in District 1 and contribute to near-term project planning to support regional economic vitality.

MnDOT has asked Management Analysis & Development (MAD) to provide project management and data collection and analysis services to the project. Other project partners include economic development organizations within District 1 (EDOs), the State and Local Policy Program (SLPP) at the Humphrey School of Public Affairs, and the University of Minnesota Extension Center for Community Vitality (CV). County engineers will be invited to participate in interviews as observers.

This project is part of an ongoing effort by MnDOT to understand the perspectives of manufacturers throughout the State of Minnesota. MAD, SLPP, and CV are continuing partners in this effort.

## Products

1. Deliver a project plan for the entire District 1 project
2. Modify existing training materials and conduct interviewer trainings
3. Deliver a report of interview findings and recommendations
4. Deliver a list of specific, actionable feedback from businesses
5. Develop presentations of interview findings and present information to relevant audiences, including District 1 staff

## Activities and Timeframe<sup>2</sup>

The anticipated timeline for the project activities would be May 9, 2016 – March 31, 2017. The timeline is based on the assumption that interviews would be conducted in the late summer of 2016. The data analysis and report writing phases would occur in fall 2016, with roll-out of results taking place in early 2017.

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<sup>1</sup> Minnesota Economic Trends: Minnesota's Path to Recovery – State of the Economy 2015, Minnesota Employment and Economic Development, June 2015.

<sup>2</sup> Estimates assume that 50 interviews will be conducted in District 1

## District 1 Proposal—May 3, 2016

Activities	Hours	Cost
<p><b>1. Develop and manage a project plan and timeline for MAD portion of the project and ongoing project partner coordination</b>            Project plan and timeline would include major activities and dependencies to carry out project including key activities and milestones performed by the State and Local Policy Program (SLPP) and Center for Community Vitality (CV). Participate in periodic check-in meetings with external project partners and District 1 project team especially during the data collection phase of project.</p>	40	\$5,400
<p><b>2. Prepare and Train Interviewers</b>            -Develop interviewer training materials and assemble training packets            -Conduct up to two interviewer training sessions in different areas of District 1 including travel            -Explore opportunities for remote training of latecomers</p>	80	\$10,800
<p><b>3. Prepare list of businesses</b>            -Coordinate with SLPP lead on business list to obtain a clean list of businesses            -Perform additional list cleaning of manufacturers and carriers contact information through web searches and calls as needed            -Develop invitation letters to businesses to participate in project            -Create mail merge, print and mail invitations to businesses</p>	65	\$8,775
<p><b>4. Schedule interviews</b>            Involves coordinating the scheduling of manufacturers and carriers, MAD consultants, MnDOT employees, SLPP staff, economic development professionals and CV educators. Estimate includes coordination time for including county engineers as observers in interviews and coordinating with tribal partners.</p>	100	\$13,500
<p><b>5. Conduct interviews</b>            Travel to business locations and conduct face-to-face interviews with interview partner(s).            Assumes that MAD staff would conduct about one-quarter of the interviews throughout District 1 (about 12-13 interviews).</p>	65	\$8,775
<p><b>6. Documentation from interviews</b>            Data entry of interviews performed by MAD staff. Coordinate obtaining and tracking typed interview results from interviews performed by other interviewers. Provide feedback to and follow-up with interviewers as needed to improve quality of data. Prepare interview results for coding. Respond to data requests from client.</p>	50	\$6,750
<p><b>7. Analyze and code interview data</b>            Includes setup of coding structure and coding of interview transcripts and any recoding needed due to project changes.</p>	65	\$8,775
<p><b>8. Produce preliminary study findings summary.</b></p>	20	\$2,700

## District 1 Proposal—May 3, 2016

Activities	Hours	Cost
<b>9. Create a first draft of report for MnDOT to review</b> Summarize research findings and provide recommendations through the lenses of transportation and economic development. Estimate assumes including vignette stories in report to illustrate business needs.	120	\$16,200
<b>10. Revise report based on MnDOT feedback from reviewers</b> Provide a final, public-ready report.	40	\$5,400
<b>11. Create an action items spreadsheet to track aggregated feedback from interviews for District 1 and city/county engineering staff.</b>	20	\$2,700
<b>12. Present report and study findings</b> Perform tasks to share study findings which may include preparing presentation(s) of study findings or facilitating meetings or participating in conferences. Assumes travel to meetings in the District and one conference in the Twin Cities area to present results.	60	\$8,100
<b>Subtotal of hours</b>	<b>725</b>	<b>\$97,875</b>
<b>Client communications and project management (18%)</b>	<b>130</b>	<b>\$17,550</b>
<b>Travel with lodging, mileage and rental car costs</b>		<b>\$1,200</b>
<b>Total Cost</b>	<b>855</b>	<b>\$116,625</b>

## Documentation

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

## Client

The primary client would be Donna Koren, Market Research Director in the Customer Relations Office at MnDOT. The MAD project lead would be Lisa Anderson; other MAD consultants would also provide services to the client.

## Client Responsibilities

Many of MAD's deliverables involve inputs from partner organizations such as the industry cluster analysis from SLPP or vetted local/regional economic development staff to participate in interviews from Extension Service. MAD would look to the client to hold these partners accountable for meeting the agreed upon timeline and deliverables.

Other client responsibilities include:

- Initiating and overseeing the SLPP and Extension Service activities detailed in the MAD-designed project plan.
- Providing input and involvement on approach to key project deliverables including interview tool design, interview training sessions, interview documentation, data analysis, report structure and presentations.

District 1 Proposal—May 3, 2016

- Ensuring that District 1 and other MnDOT staff attend interview training, conduct and document interviews and provide subject matter insight, as needed.

## **Data Practices**

Information provided by interview or survey participants and documented in project materials or reports would be confidential and subject to the Minnesota Data Practices Act, Minnesota Statutes Chapter 13. All written reports would be public. In addition, written reports documenting summary results of public interviews or surveys would be public information.

## **Billing and Cost Calculations**

Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract. If the Management Analysis & Development hourly rate increases effective July 1, 2016, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2016 forward.

# ORIGINAL

	Grant Agreement	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Minnesota State Patrol 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101	<b>Grant Program:</b> 2016 Motor Carrier Safety Assistance Program (MCSAP)  <b>Grant Agreement No.:</b> A-MCSAP16-2016-MNDOT-00002				
<b>Grantee:</b> Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 St. Paul, Minnesota 55155	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 10/1/2015 <b>Expiration Date:</b> 9/30/2017				
<b>Grantee's Authorized Representative:</b> William Gardner, Commercial Vehicle Operations Director Minnesota Department of Transportation Transportation Building, Room 120, Mail Stop 470 395 John Ireland Boulevard St. Paul, Minnesota 55155 (651)366-3646 <a href="mailto:William.Gardner@state.mn.us">William.Gardner@state.mn.us</a>	<b>Grant Agreement Amount:</b> <table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Original Agreement</td> <td style="text-align: right; padding: 2px;">\$ 1,152,297.00</td> </tr> <tr> <td style="padding: 2px;">Matching Requirement</td> <td style="text-align: right; padding: 2px;">\$ 288,074.25</td> </tr> </table>	Original Agreement	\$ 1,152,297.00	Matching Requirement	\$ 288,074.25
Original Agreement	\$ 1,152,297.00				
Matching Requirement	\$ 288,074.25				
<b>State's Authorized Representative:</b> Colonel Matthew Langer 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101 (651)201-7100 <a href="mailto:Matthew.Langer@state.mn.us">Matthew.Langer@state.mn.us</a>	Federal Funding: CFDA 20.218 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:  
 Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2016 Motor Carrier Safety Assistance Program (MCSAP) Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 130, St. Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2016 MCSAP Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

RG



**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: Gary Rottke  
Date: 6/15/16

Grant Agreement No. A-MCSAP16-2016-MNDOT-00002/3000040474

**3. STATE AGENCY**

By: [Signature]  
(with delegated authority)  
Title: Chief  
Date: 6/13/16

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Wm D Gades  
Title: OFCVO, Director  
Date: June 1, 2016

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**4. MnDOT CONTRACT MANAGEMENT:**

MnDOT Contract Number: 1003295

By: Ryan Hauke  
Title: Contract Mgmt Supr  
Date: 6/13/16

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

2016 Motor Carrier Safety Assistance Program

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-MCSAP16-2016-MNDOT-00002

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Personnel			
Personnel	\$657,531.20	\$164,382.80	
<b>Total</b>	\$657,531.20	\$164,382.80	
Fringe			
Fringe	\$227,374.29	\$56,843.57	
<b>Total</b>	\$227,374.29	\$56,843.57	
Program Travel			
Program Travel	\$126,576.82	\$31,644.21	
<b>Total</b>	\$126,576.82	\$31,644.21	
Supplies			
Supplies	\$13,800.00	\$3,450.00	
<b>Total</b>	\$13,800.00	\$3,450.00	
Other Expenses			
Other Expenses	\$2,420.00	\$605.00	
<b>Total</b>	\$2,420.00	\$605.00	
Indirect Costs			
Indirect Costs	\$124,594.69	\$31,148.67	
<b>Total</b>	\$124,594.69	\$31,148.67	
<b>Total</b>	\$1,152,297.00	\$288,074.25	

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

Federal Project Number: N/A

State Project Number (SP): 1981-124; 6223-20; 0804-81; 2506-79; 2508-29

Trunk Highway Number (TH): 35W; 149; 14; 52; 56

Project Identification: Mussel Surveys – 35W, TH 149, TH 14, TH52, and TH 56 Bridge Projects

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

Agreement

**1 Term of Agreement; Incorporation of Exhibits**

- 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 **December 31, 2016**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 1071.
- 2.2 DNR will perform the duties and provide the deliverables described in Exhibit A.

**3 Consideration and Payment**

3.1 MnDOT will pay the DNR the following Lump Sum amounts:

SP 1981-124	\$10,000.00
SP 6223-20	\$18,000.00
SP 0804-81	\$18,000.00
SP 2506-79	\$ 3,000.00
SP 2508-29	\$ 8,000.00

- 3.2 DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DNR under this Agreement will be **\$57,000.00**.

**4 Conditions of Payment**

- 4.1 All services provided by DNR under this Agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3 DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

- 5.1 MnDOT’s Authorized Representative will be:  
Debbie Anderson  
Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 680  
St. Paul, MN 55155-1800

Telephone: 651/366-4625  
E-Mail: [debbie.k.anderson@state.mn.us](mailto:debbie.k.anderson@state.mn.us)

5.2 MnDOT's Project Manager will be:  
Beth Brown  
Minnesota Department of Transportation  
395 John Ireland Boulevard, Mail Stop 620  
St. Paul, MN 55155-1800

Telephone: 651/366-4297  
E-Mail: [elizabeth.a.brown@state.mn.us](mailto:elizabeth.a.brown@state.mn.us)

5.3 DNR's Authorized Representative will be:  
Mike Davis  
Minnesota Department of Natural Resources  
2109 Lakeshore Drive South  
Lake City, MN 55041

Telephone: 651/345-3331  
E-Mail: [mike.davis@state.mn.us](mailto:mike.davis@state.mn.us)

## 6 Amendments

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

## 7 Liability

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

## 8 Termination

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

## 9 Plain Language; Accessibility Standards

9.1 **Plain Language.** DNR 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, DNR 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.** DNR agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Std_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. DNR'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, DNR 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.

**MnDOT ENCUMBRANCE VERIFICATION**

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

Signed: [Signature]

Date: 6-27-16

SWIFT Contract (SC) ID No. 111443

Purchase Order (PO) ID No. 3000305021

**DNR\***

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

By: [Signature]

Title: Director, Ecological + Water Resources

Date: 6-24-16

**MnDOT**

[Signature]

By: \_\_\_\_\_  
(with delegated authority)

Title: Assistant Director Capital Construction

Date: 6/27/16

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 6/29/16

**Project Overview:**

As part of the project development process for the Interstate 35W Bridge Project, Minnesota River, City of Bloomington (SP 1981-124); Trunk Highway 149 Bridge Project, Mississippi River, City of Saint Paul (SP 6223-20); Trunk Highway 14 Bridge Project, Minnesota River, City of New Ulm (SP 0804-81); Trunk Highway 52 Bridge Project, Little Cannon River, City of Cannon Falls (SP 2506-79); and Trunk Highway 56 Bridge Project, North Fork of the Zumbro River and Prairie Creek, City of Kenyon and Stanton Township (SP 2508-29), the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the projects to impact local mussel resources and, as a result, recommend that mussel surveys be completed to accurately assess the projects potential impacts.

The investigation will potentially consist of two phases, both of which will be performed by the biologists from the DNR. The extent of the surveys will include all areas of potential impacts identified by the MnDOT Project Manager. The MnDOT Project Manager will provide the DNR with mapping outlining the limits of the areas in which the mussel surveys are to be performed. The MnDOT Project Manager must approve any changes to the survey limits suggested by the DNR survey team or by the DNR's Endangered Species Coordinator.

**Task**

**Level I Mussel Survey**

The first phase of the survey will be to estimate mussel density as catch per unit effort and identify any protected species present. The protocol to be followed is provided below.

**Level II Mussel Survey**

If more than one mussel/minute/diver or a listed species is collected and the DNR Endangered Species Coordinator recommends the need for further investigation, a Level II Mussel Survey may be authorized.

**Project Schedule**

Mussel surveys and related activities may only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

Work for these projects will begin upon fully executed contract being in place and deliverables will be due by the following dates:

- SP 1981-124 deliverables due November 1, 2016
- SP 6223-20 deliverables due November 1, 2016
- SP 0804-81 deliverables due November 1, 2016
- SP 2506-79 deliverables due October 1, 2016
- SP 2508-29 deliverables due October 1, 2016

**Reporting**

DNR will complete a written report following each survey completion and will send a copy of each report to MnDOT's Project Manager. DNR will submit the reports via email in a PDF format.

**LEVEL I MUSSEL SURVEY TO ESTIMATE MUSSEL DENSITY**

**Methods**

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

A. Level I Survey methods:

1. Conduct qualitative surveys at a frequency of at least one per every 20,000 square feet of project impact zone. Distribute surveys across the impact area, concentrating on areas with suitable mussel habitat, especially shorelines and drop-offs. Without compromising the safety of the surveyor, Level I Surveys should leave no more than 100 feet between the edges of any two adjacent survey areas or between the edge of a survey area and the edge of the project impact zone. If more than one mussel/minute or a listed species is collected, a Level II Survey may be required.
2. Each qualitative survey will be of 20 minutes in duration. Searches will be conducted by feel, wading in shallow water and using SCUBA in deeper water, methodically covering the survey area. All mussels found will be identified to species with one example of each species found within a survey photographed. All mussels handled will be returned to the substrate. Specimens of live endangered or threatened mussels must be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Where the substrate is very compacted cobble, a hole just large enough to receive the animal to a depth of  $\frac{3}{4}$  of its length should be excavated and the mussel placed into it with the posterior end (siphons) up. Other species may be returned to the substrate from the water surface.
3. The Level I Survey will include a shoreline search for evidence of mussel presence as indicated by recently dead shells.
4. If a federally listed mussel species is encountered during a Level I Survey, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, [elizabeth.a.brown@state.mn.us](mailto:elizabeth.a.brown@state.mn.us).

B. Level I Survey report must include, but not be limited to the following:

1. Detailed description of methods used.
2. Map or aerial photo clearly identifying the location of each survey area.
3. Composition of substrate, depth, and other physical conditions within each survey area.
4. List of live and dead mussel species found within each survey area.
5. Total number of mussels encountered per minute with each survey area.
6. One photograph of each state listed species found within each survey area.
7. Species and number of any recently dead shells found during shoreline search.

Deliverables

DNR will prepare a survey report for each project site, which includes the information provided above. The report will be sent to MnDOT's Project Manager via email in a PDF format. See above for deliverable due dates.

**LEVEL II MUSSEL SURVEY TO ESTIMATE THE NUMBER OF EACH SPECIES OF MUSSEL PRESENT**

**IF IT IS DETERMINED THAT A LEVEL II MUSSEL SURVEY IS REQUIRED, THE METHODS AND TASKS IDENTIFIED BELOW WILL BE FOLLOWED AND AN AMENDMENT WILL BE COMPLETED.**

Methods

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

A. Level II Survey methods:

1. A systematic grid measuring no greater than 20m x 20m will be used to locate quadrat sample locations throughout the portion of the projects impact zones in which the Level I Survey

encountered mussels at a rate of at least one (1) mussel per minute. At each grid intersect, a  $\frac{1}{4}$  m<sup>2</sup> total substrate quadrat sample will be collected from within a quadrat equipped with a  $\frac{1}{4}$  inch mesh bag.

2. All mussels and substrate will be removed to a depth of 10-15cm, placed into the bag, and brought to the surface. All mussels found will be identified to species, measured for length, and aged by counting annual growth arrest lines. This information and the UTM coordinates will be recorded for each quadrat. All mussels handled will be kept cool and out of the sun as much as possible and finally released in suitable habitat at least 100 ft. upstream of the area of the projects impact zone. At least one photograph will be taken of each state listed species found within a quadrat.
  3. The total number of quadrats sampled will be determined in consultation with DNR personnel based upon the spatial scale of the site and information generated by the Level I Survey.
  4. If a federally listed mussel species is encountered during a Level II survey, DNR must contact Beth Brown, MnDOT Environmental Program Specialist, [elizabeth.a.brown@state.mn.us](mailto:elizabeth.a.brown@state.mn.us).
- B. Level II Survey report must include, but not be limited to the following:
1. Detailed description of methods used.
  2. Map or aerial photo clearly identifying the location/UTM coordinates of each quadrat.
  3. Composition of substrate, depth, and other physical conditions within each quadrat.
  4. Number of specimens of live and dead mussel of each species found within each quadrat.
  5. One photograph of each state listed species found within a quadrat.
  6. Length and age frequencies for each species present, summarized across all quadrats.

Deliverables

DNR will prepare a survey report for each project site, which includes the information provided above. The report will be sent to MnDOT's Project Manager via email in a PDF format. See above for deliverable due dates.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_\_\_\_ %  
 Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1003397

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Contract Expiration Date: December 31, 2016

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

SP Number: 1981-124; 6223-20; 0804-81; 2506-79; 2508-29

TH Number: 35W; 149; 14; 52; 56

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount (SP 1981-124):	\$10,000.00			
2. Lump Sum Amount (SP 6223-20):	\$18,000.00			
3. Lump Sum Amount (SP 0804-81):	\$18,000.00			
4. Lump Sum Amount (SP 2506-79):	\$3,000.00			
5. Lump Sum Amount (SP 2508-29):	\$8,000.00			
<b>Net Earnings Totals:</b>	<b>\$57,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor:

**Minnesota Department of Natural Resources (DNR)**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

MNDOT# 1026211



Management Analysis & Development

MAD Project Number: 2017-027 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES

Requesting Agency: MnDOT - Office of Freight & Commercial Vehicle Operations MAD Contact: Beth Bibus

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

Table with contract details: Agency: Minnesota Department of Transportation, Fiscal Year: 2017, Vendor Number: ID G100000000, Location 001, Total Amount of Contract: \$2,025.00, Amount of Contract First FY: \$2,025.00, Commodity Code: 80101500, Object Code, Amount.

Table with Accounting Distribution 1, 2, and 3: Fund: 2001, Appr: T7934500, Org/Sub: T791276, Rept Catg, Amount: \$2,025.00.

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

Contract: 113342 Number/Date/Entry Initials [Signature] 7-29-16

Order: 3000 311786 Number/Date/Signatures [Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]

This is an agreement between the MnDOT - Office of Freight & Commercial Vehicle Operations (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide meeting design consultation and facilitation support as requested by the Governor's Rail Director.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: Beth Bibus Requesting Agency: Daniel DuHamel

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

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

Up to 15 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division.  
The total amount the Division will invoice under this agreement shall not exceed \$2,025.00.

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

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

**4. Effective Dates:**

This agreement is effective July 25, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

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

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

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

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

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

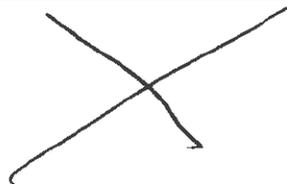
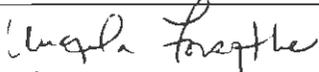
**9. State Audit:**

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

**10. Liability:**

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

**Approved:**

<b>1. Requesting Agency</b>	<b>3. Management Analysis &amp; Development</b>
By:  Title: Assistant Director Consultant Services Date: 8/5/16	By:  Title:  Date: 
<b>3. MnDOT Contract Management</b>	
By:  Title: Contract Administrator Date: 8/5/16	See 3b

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

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

**7. Interagency Agreement Authorization:**

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

**8. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**9. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**10. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

1. Requesting Agency	2. Management Analysis & Development
By: <i>see 3a</i>	By: <i>[Signature]</i>
Title:	Title: <i>Director</i>
Date:	Date: <i>8/2/14</i>

#1026211



## AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-027

WHEREAS, the State of Minnesota, MnDOT – Office of Freight & Commercial Vehicle Operations, has an interagency agreement identified as 2017-027 (SWIFT 113342, PO: 3000311786, MnDOT #1026211) with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 3 of the original contract shall be amended to read:

### 3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~15~~ 35 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$2,025.00~~ \$4,725.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the original agreement remain in full force and effect.

### APPROVED:

1. Requesting Agency	2. Division
By: <i>Sean Rahn</i> Title: <i>Asst. Commissioner</i> Date: <i>4/3/17</i>	By: <i>Randa E Rappa</i> Title: <i>Business Manager</i> Date: <i>March 31, 2017</i>
3. MnDOT Contract Management	
By: <i>Angela Forsythe</i> Title: <i>Contract Administrator</i> Date: <i>4/3/17</i>	

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** SPR CR16(001)

**Project Identification:** Office of the State Archaeologist (OSA) Portal Hosting

This Agreement is between the Minnesota Department of Transportation (MnDOT), Minnesota Department of Administration, Office of the State Archaeologist (OSA) and MN.IT Services (MN.IT), Minnesota Geospatial Information Office (MnGeo).

This agreement is funded in whole or in part with federal dollars from CFDA #20.205.

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 9085.
- 2.2 MnGeo, in cooperation with MnDOT and OSA, agrees to host and maintain the OSA web application developed under an existing interagency agreement, i.e. MnDOT Agreement No. 1002175 – P1726 Office of the State Archaeologist (OSA) Portal.
- 2.3 To facilitate continuous hosting and support, this agreement may be amended by the end of each fiscal year.

**3 Consideration and Payment**

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit A.  
*Costs are primarily based on published monthly fees issued through MN.IT's Managed Hosting service. The cost of hosting the OSA Portal product after the project is completed is the combined cost of monthly Production Virtual Services plus Shared Geodata Services and a Server Administration Fee. The cost of supporting the computing environment while the project is underway requires Managed Hosting Services for semi-secure Development and Testing virtual environments.*
- 3.2 MnGeo must submit invoices electronically for payment, using the format set forth in Exhibit B on a monthly basis.
  - MnGeo will invoice MnDOT and OSA directly.
  - Invoices will detail the total cost each invoice, and also identify the 80% MnDOT and the 20% OSA amounts due.
- 3.3 MnDOT will pay eighty percent of the total costs (up to \$16,000.00). OSA will pay twenty percent of the total costs (up to \$4,000). The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this Agreement will not exceed \$20,000.00.

**4 Conditions of Payment**

- 4.1 All services provided by MnGeo 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 MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 30 days of receipt of such invoice.
- 4.3 For MnDOT costs, MnGeo must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

**5.1 MnDOT's Authorized Representative will be:**

Name/Title: Melissa Brand (or his/her successor)  
Address: Minnesota Department of Transportation  
395 John Ireland Boulevard  
Consultant Services, Mail Stop 680  
St. Paul, Minnesota 55155  
Telephone: 651-366-4644  
E-Mail: [melissa.brand@state.mn.us](mailto:melissa.brand@state.mn.us)

**5.2 MnDOT's Project Manager will be:**

Name/Title: Michael Bergervoet (or his/her successor)  
Address: Minnesota Department of Transportation  
395 John Ireland Boulevard  
Cultural Services Section, Mail Stop 620  
St. Paul, Minnesota 55155  
Telephone: 651-366-3616  
E-Mail: [michael.bergervoet@state.mn.us](mailto:michael.bergervoet@state.mn.us)

**5.3 MN.IT's Authorized Representative will be:**

Name/Title: Chris Buse, Assistant Commissioner  
Address: Office of MN.IT Services  
Minnesota Geospatial Information Office  
658 Cedar Street  
St. Paul, Minnesota 55155  
Telephone: 651-201-1200  
E-Mail: [chris.buse@state.mn.us](mailto:chris.buse@state.mn.us)

**5.4 OSA's Authorized Representative will be:**

Name/Title: Laurie Beyer-Kropuenske, Director of Community Services  
Address: Minnesota Department of Administration  
Office of the Commissioner  
50 Sherburne Avenue  
St. Paul, Minnesota 55155  
Telephone: 651-201-2501  
E-Mail: [laurie.beyer-kropuenske@state.mn.us](mailto:laurie.beyer-kropuenske@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.** MnGeo 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, MnGeo 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.** MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oct/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oct/images/Std_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. MnGeo'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, MnGeo 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.

The balance of this page has been intentionally left blank.

**MnDOT ENCUMBRANCE VERIFICATION**  
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: [Signature]

Date: 9-2-16

SWIFT Contract (SC) ID No. 114673

Purchase Order (PO) ID No. 3000316408

**MnDOT**

[Signature]

By: \_\_\_\_\_  
(with delegated authority)

Title: Asst Dir Director's Counsel for Gen

Date: 9/16/16

**MIN.IT\***

\*Please attach the applicable Delegation of Authority, if necessary

By: [Signature]

Title: CISO

Date: 9/2/16

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 9/14/16

**OSA\***

\*Please attach the applicable Delegation of Authority, if necessary

By: [Signature]

Title: Secretary of Comm. Sec.

Date: 9/2/16

Environment	Tier	OS	VM Specs	VM Cost/Month	Add Storage (\$/GB)	Storage Cost/Month	Backup GB (\$/GB)	Backup cost/Month	Description/Justification	Total Cost/Month
DEV/TEST	App+Web	Win 2012	Med. 1 vCPU 4GB Ram	\$91	50GB	\$10.50	100GB	\$6.50	Hosts IIS/ArcGIS Server Raster Storage for MnModel Raster, and scanned Site And Survey docs.	\$108
DEV/TEST	Data	RHEL 7	Sm.	\$83	50GB	\$10.50	50GB	\$6.50	Postgres for OSA DB	\$100
<b>DEV Subtotal</b>										<b>\$208</b>
PROD	App+Web	Win 2012	Lg. 2vCPU 8GB Ram	\$179	350GB	\$73.50	350GB	\$45.50	Site and Survey Reports Currently 150GB more will be added continually. Estimate total size needed for site photos, other uploads, and the MnModel Raster after it's been made higher resolution. = 200GB	\$298
PROD	Data	RHEL 7	Med. 1vCPU 6GB Ram	\$105	50GB	\$10.50	50GB	\$6.50	Postgres for OSA DB. ~50 records for sites and surveys. Spatial data that isn't in the gdw.	\$122
<b>PROD Subtotal</b>										<b>\$420</b>
Use of Shared GDW									Use of Shared Geo Data Warehouse and Services.	\$15
Server Administration Fees.			6 hrs/month at \$110/hr		6	110				\$660
<b>Application Hosting Cost</b>										<b>\$1,303</b>

**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_\_\_\_ %  
 Final Invoice?  Yes  No

**Invoice Instructions for Invoicing MnDOT:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1026262  
 Contract Expiration Date: June 30, 2017

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$20,000.00			
<b>Net Earnings Totals:</b>	<b>\$20,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

80% MnDOT Amount Due: \_\_\_\_\_  
 20% OSA Amount Due: \_\_\_\_\_

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
9085			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: **MN.IT Services – Minnesota Geospatial Information Office**

Signature: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** 8817(077)  
**State Project Number (SP):** 8816-2544  
**Project Identification:** OJT Support Services

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Employment and Economic Development (“DEED”).

This agreement is funded in whole or in part with federal dollars from CFDA #20.215.

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 September 30, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibit A “Statement of Work”, Exhibit B “Budget”, and Exhibit C “Invoice Form” are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Activity Code 6221.
- 2.2 DEED will perform the tasks and provide the deliverables described in Exhibit A. Training focuses must be in highway heavy construction and graduates must be placed with contractors that perform on MnDOT projects.

**3 Consideration and Payment**

- 3.1 DEED will be paid on a lump sum according to the breakdown of costs as detailed in Exhibit B.
- 3.2 DEED must submit invoices electronically for payment, using the format set forth in Exhibit C.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DEED under this Agreement not to exceed \$ 504,000.00.

**4 Conditions of Payment**

- 4.1 All services provided by DEED 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 DEED invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DEED within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DEED within 30 days of receipt of such invoice.
- 4.3 DEED must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

- 5.1 MnDOT’s Authorized Representative will be:
  - Name/Title: D. Kimberly Collins, Director or her successor.
  - Address: 395 John Ireland Boulevard, Mail Stop 170  
Saint Paul, MN 55155-1899
  - Telephone: 651-366-3150
  - E-Mail: [kim.collins@state.mn.us](mailto:kim.collins@state.mn.us)



## 5.2 MnDOT's Project Manager will be:

Name/Title: Mayjoua Ly, or her successor.  
 Address: 395 John Ireland Boulevard, Mail Stop 170  
 Saint Paul, MN 55155-1899  
 Telephone: 651-366-3323  
 E-Mail: mayjoua.ly@state.mn.us

## 5.3 OTHER AGENCY's Authorized Representative will be:

Name/Title: Luis Brown-Pena, State Program Administrator Supervisor  
 Address: DEED, Ramsey County Workforce Center  
 St. Paul Job Service  
 540 Fairview Avenue North  
 St. Paul, MN 55104  
 Telephone: 651-642-0696  
 E-Mail: luis.brown-pena@state.mn.us

**6 Amendments**

6.1 Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this Agreement at any time, with or without cause, upon 15 days' written notice to the other party.

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** DEED 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, DEED 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.** DEED agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](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. DEED'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, DEED 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.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: Ken Parsons

Date: 11/4/2016

SWIFT Contract (SC) ID No. 116975

Purchase Order (PO) ID No. 3000326223

**MnDOT**

By: Kimberly Collins  
(with delegated authority)

Title: DIRECTOR, OFFICE OF CIVIL RIGHTS

Date: 10-27-2016

**Minnesota Department of Employment and Economic Development MnDOT CONTRACT MANAGEMENT**

\*Please attach the applicable Delegation of Authority, if necessary

By: David V. Wraam

Title: Staff Director

Date: 10/26/16

By: Ryan Paulk

Date: 11/16/16

**EXHIBIT A  
STATEMENT OF WORK**

**1. Services to be Performed by DEED:**

**Description of Services:** DEED is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, contracting with community based organizations, ensuring contract compliance and reporting deliverables.

**Scope of Work and Deliverables**

1.1 The program will be using the ACT's National Career Certificate (NCRC) at the silver level as the screening tool for prospective trainees and use Workforce One to document trainees' enrollment information and support services provided under the program. DEED is responsible to train the selected grantees' staff on Workforce One system, application form, screening tool and processes. These staffs are responsible for recruitment and assessing of the prospective training program candidates and for management of each trainee's case. Applicants who have completed a MnDOT sponsored training program, those who are currently enrolled in an apprentice program or those who are at journey level status may not qualify as eligible program participants.

**Deliverable:**

- a) DEED will provide the MnDOT Project Manager with an application and screening process for prospective OJT/SS trainees. This application and process will be implemented by the selected community based organizations in order to recruit and screen high quality prospective candidates. It will also be used to help identify barriers to each candidate's employment, such as; drug or alcohol problems, problems with the criminal justice system, difficulty with basic math and reading comprehension. Staff will also assess the applicants previous work history, education, and training, to better identify quality applicants for this training program.
    - First draft by **November 21, 2016**
    - Final draft – 25 days following the submission of the first draft
  - b) DEED will train all community based organizations' staff on Workforce One system, application, screening tool and processes. Document attendance (i.e. staff names, organization, title, date of trainings).
- 1.2 DEED will develop a Request for Proposal (RFP) intended to solicit Community Based Organizations (CBOs) to provide marketing, recruitment, screening, support services and case management for minority, women and disadvantage individuals, for MnDOT's Highway Heavy On-the-Job Training Program. Scope of work and deliverable for the RFP must include, but not limit to the following:

1.2.1 Grantee will develop marketing and recruitment strategies that will target minority and women candidates to participate in a highway heavy trades training program. Marketing and recruitment efforts must be sufficient to yield no less than 50 candidates. Marketing materials will be provided by DEED.

**Deliverable:** Documentation of marketing and recruitment plan. Documentation must contain methods used to recruit candidates including, but not limited to the following: radio ads, television ads, social media, information sessions, print media, email, places of worship, and high schools. Grantee must submit marketing and recruitment plan to MnDOT Project Manager for review and approval.

1.2.2 Grantee will implement "the screening process" developed and provided by DEED for candidates recruited for the training program. Grantee will assess candidates for existing and/or potential issues or barriers to employment opportunities that have been identified during the recruitment and screening phase. Where issues or barriers have been identified, the grantee will also document a strategy to address identified barriers and a time table for completion of strategic goals.

**Deliverable:** Documentation in the form of a case file for candidates selected to participate in the

OJT/SS training program. Screened candidate records must be maintained in Workforce One system, including: name, gender, ethnicity, supporting documentation (i.e.: proof of valid driver's license, High School Diploma/GED, etc.), candidate assessment including date of assessment, all potential barriers and, if applicable, strategic remedial plan. List must include a- minimum of 50 candidates and must be submitted to DEED. A panel of reviewers consisting of the MnDOT Project Manager, a DEED representative, a Trades Associations representative and Contractors' representative(s) will review and approve candidates for admission to the training.

- 1.2.3 Grantee will establish a relationship with a financial institution to create a Supportive Services Fund that will be funded with monies from MnDOT's highway heavy OJT/SS funds. These funds will be utilized to help address identified barriers to employment opportunities for recruited candidates and/or retention of On-the-Job Trainees employed with highway-heavy contractors that work on MnDOT construction projects. MnDOT will establish clear and transparent utilization criteria for the funds that will include, but will not be limited to the following categories: skills training, child care, transportation to work sites, and tools and safety equipment. When applicable, this will require the grantee to coordinate efforts with an employer and/or trade union representative.

**Deliverable:** Documentation of relationship with financial institution must be provided to DEED and submitted from DEED to MnDOT Project Manager. Grantee will identify 2 designated individuals that will have signing authority to access Supportive Service funds. Grantee must provide complete and accurate documentation, including receipts, in regards to fund utilization including the specific use of the funds, the name of the trainee receiving funds and an acknowledgement, signed by the trainee, that the funds were received. This documentation must be provided to DEED and submitted by DEED to the MnDOT Project Manager within 10 days of issuing supportive service funds to a trainee (directly or indirectly). Grantee will be subject to repayment of any funds that are not utilized DEED and/or for approved support activities and services.

- 1.2.4 Grantee will place 50 graduates into Highway Heavy Construction jobs.

**Deliverable:** Grantee to provide employer-originated and signed documentation verifying job placements, wages earned, hours worked, and trade classification. Employer-signed retention reports/statements shall also be included. In addition, these document must be entered on Workforce One system.

Quarterly Reports must be submitted by Grantee to DEED. Report must include a project breakdown of number of applicants screened and rejected, minority status, number of placements, names of placement companies, types of job classification employer placement, wage received, hours spent on placing applicants and activities identified (e.g. coaching, career counseling etc.).

- 1.2.5 Grantee will provide follow-up support for recruited candidates and trainees placed with highway heavy contractors. Initial follow-up for placed trainees must occur within 7-10 days of placement with a contractor to gauge the progress of the trainee and to identify any existing or potential issues encountered by the trainee during the first week of employment. When applicable the grantee must coordinate these efforts with trade union representatives. Grantee must establish a relationship with the foreman/superintendent/mentor or other contractor personnel responsible for supervision and/or training for the candidate while they are on the job in order to facilitate communication regarding the progress, success or issues related to the employment and retention of the trainee.

**Deliverable:** Documentation of all follow-up support activities, including notes from conversations with the trainee and contractor representative. The dates, location(s), manner of contact with the trainee, and the name of contractor representative with whom a relationship has been established for this purpose must be provided to the MnDOT Project Manager for each trainee working with a highway heavy contractor. This documentation must be placed on the Workforce One system.

- 1.2.6 Grantee will provide case management services for each candidate recruited for this project/program.

Case Management begins with an assessment for candidates to help identify any existing or potential issues/barriers encountered by the candidate. The grantee must also provide on-going support for recruited candidates to address any identified deficiencies and provide access to resources and technical assistance designed to prepare a candidate for employment and retention in the highway heavy trades. Grantee will provide case management and support services and Post-graduation placement activities for at least 50 trainees. These services will also include job search assistance, job retention follow-up reports (for duration of 30 months). Covered services may include: post-placement emergency job transition funds for gas money, car repairs, and child care up to the participant's receipt of his/her first paycheck, construction clothing and shoes, basic construction tools, other items related to and needed to complete this training, seek out, and be retained in gainful employment. Categorical and total fiscal limits of support services shall be determined and shall not be exceeded.

- 1.2.7 To ensure overall quality of program graduates and to encourage graduate employment retention as proprietary program goals, grantee will be awarded a bonus for each graduate attaining 250 contiguous hours highway construction employment with a MnDOT highway construction project employer. Grantee will be awarded a bonus for each graduate attaining 750 contiguous hours highway construction employment with a MnDOT highway construction project employer. Bonus amounts shall be determined and will be awarded commensurate with grantee providing necessary proofs of employment.

**Deliverable:** Create and maintain a case file on Workforce One system for each candidate recruited for this project/program. The file must include an assessment for the candidate and any and all activities performed by the grantee and trainee related to training, supportive services, placement and employment, including dates, times and any related notes, as well as current employment status and wages. Documentation will verify case management and support services were provided for at least 65 trainees. A "Lessons Learned" document will be provided to the MnDOT Project Manager at the end of the project/program or at a time identified by the MnDOT Project Manager.

**DEED's Deliverable:**

- Draft RFP for MnDOT to review **45 days** after the execution of the contract.
- Vendor(s) selected and shared with MnDOT **65 days** after draft RFP submitted.
- Provide a staff training plan by **December 30, 2016**.
- Report program progress quarterly to MnDOT in a specified reporting format from MnDOT.

- 1.3 DEED will conduct Orientation for prospective recruits and their support system such as parents, spouses, significant others, mentors or other identified support for candidates.

**Deliverable:**

- a) DEED will develop and deliver an initial orientation program for prospective trainees. This orientation will cover at a minimum what the expectations are related to a career in the highway heavy construction trades. This will be used to assure that participants know what is involved in highway heavy road work, and determine that the candidate is qualified specifically, in highway heavy road work. The orientation must include speakers that include former/current trainees and/or apprentices, highway heavy contractors and trade union representatives. Grantee must ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry in order to support the candidate during training and employment.

- First draft of Program Orientation to share with MnDOT Project Manager, community based organizations, Trades Associations and Contractors by **December 10, 2016**
- Final draft of Program Orientation by **December 30, 2016**. It must include how DEED will engage candidates and incorporate their support system into the program to ensure the success of trainees.

- 1.4 Conduct enrollment into Training Program. DEED will organize a panel review committee consisting of the MnDOT Project Manager, Construction Trade Association representative(s) and Contractor representative(s) to review candidates recruited and recommended for consideration by community based organizations and to make determinations as to what candidates will be admitted into the Training Program.

**Deliverable:**

- a) Establish a panel review committee consisting of the partners mentioned above – document the panel members' name and the entity they represent.
- b) A list of students to participate in the Training Program will be delivered to MnDOT Project Manager. The list must include: Name of student, gender, ethnicity, and referral source.

- 1.5 DEED will produce marketing materials in consultation with community based organizations and MnDOT for program recruitment efforts. DEED shall exercise final determination of applicability and suitability of materials.

**Deliverable:**

- Final draft by **December 30, 2016**.

- 1.6 DEED will provide project management and oversight to the CBOs providing support service and case management to program participants; and will coordinate among all partners to ensure program goals are achieved.

**Deliverable:** Document meetings and discussion topic areas; grantees monitoring activities and relative findings; including any issues that may arise from the partnership. This information must be included as part of the quarterly reporting and final report provided to MnDOT.

- 1.7 DEED will report quarterly to MnDOT on program progresses of CBOs, DEED's activities and progress made relative to stated program goals and objectives.

**Deliverable:** Provide quarterly report to MnDOT. Format for the report will be provided by MnDOT.

- 1.8 DEED shall contract training vendors to deliver highway construction training seminars to include, as topics: industry related mathematics – measurements, distance, area, volume; industry terminologies; safety training including OSHA-30 Certification; basic hand and power tool use; identification of proprietary highway construction equipment and practices; temporary traffic control (MnDOT Flagger) training; nutritional and physical preparedness/wellness and conditioning; basic training to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work; orientation to highway construction, industry norms and culture via union and employer representatives; industry specific job search techniques and resources, interviewing skills and job retention. Training to include, at a minimum, construction lectures, videos, extensive hands-on equipment use lessons, actual subject presenters, and knowledge/skills training to facilitate program graduates to effectively and safely function in a highway construction environment. Classes shall be delivered over 4 to 5 weeks and shall encompass 20 to 25 6 to 7 hour days. Program participants shall be graduated by April 30, 2017.

**Deliverable:** Provide copies of course itinerary, attendance verifications and applicable certifications to MnDOT.

- 1.9 To enforce efficiency, smooth operations, and effectiveness in the management, direction, coordination and success of the project, DEED shall factor and provide DEED employees Luis Brown-Pena and Curt Sammann to perform as Special Projects General Manager (PT) and Special Projects Senior Manager/Coordinator (FT), respectively.

**Deliverable:** DEED employees shall provide monthly billings/invoices of project-specific salaries.

## EXHIBIT B PROGRAM BUDGET

### 35W/Lake Street Reconstruction Project Annual Administrative Budget

	Spec Projects	Mgr/Sup		Employ & Train Prog Spec 2	Total
Salary	\$62,625.00			\$40,810.00	\$103,453.00
Fringe, 12%	7,515.00			4,897.00	12,412.00
Indirect- 10%	6,263.00			4,081.00	10,344.00
*Non Pers. Costs, 20%	12,525.00			8,162.00	20,687.00
Marketing					7,000.00
Travel & mileage					2,300.00
NCRC, 80x\$75.00					6,000.00
Contracted Services (with CBO'S					222,197.00
Workforce One					4,559.00
Enrollment & Program Orientation					10,000.00
Equipment Rental & Fuel					9,000.00
Graduation & Job Fair					3,000.00
Contract to Manage & Administer SS Fund					11,400.00
Application & Curriculum Development					9,388.00
Training Materials & Supplies					24,260.00
Classroom training delivery & Instructors					48,000.00
				Total	\$504,000.00

#### Program Budget Item Details

Salary, Fringe, Indirect, Non Pers Costs – as declared

Marketing – the development, distribution and coordination of program marketing materials; the aligning of CBO participation with program materials; program marketing/advertising via media

Travel and Mileage – assigned to project-affiliated DEED staff/principals in program marketing, liaison development, project monitoring

NCRC, 80x\$75 – costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments for determining candidate fit

Contracted Services with CBOs – for achieving CBO-based candidate recruitment; participant case management and occupational placement, support services in facilitating candidate participation in training, placement and employment retention; CBO bonuses for documented participant employment retention. Delegation of funding among these integrals approximated as follows: Recruitment/screening – 25%; case management – 30%; placement/supportive services – 30%; employment retention bonuses – 15%

Workforce One – shared access (Deed, CBOs) database for reports and case management activities

Enrollment and Program Orientation – assigned to develop/deliver an initial pre-enrollment occupational/industry orientation for prospective trainees and families and shall encompass those specifics in Item 1.3 of the agreement

Equipment Rental and Fuel – targeted to training vendors and training subcontractors for equipment rental/fuel used for hands-on/practical/crafts training/demonstrations

Graduation and Job Fair – targeted to formal program graduation/closure procedures; OSHA/Flagger certifications; hosting and coordinating graduate-dedicated career job fair

Contract to Manage and Administer SS Fund – to be delivered in adherence to Item 1.2.3 of agreement and with an understanding of certain implicit administrative functions to be shared by DEED and CBOs

Application and Curriculum Development - targeted to DEED staff/principal development of distributable application, protocol, screening and curriculum materials and templates; DEED training of CBO agents in use and deployment of Workforce One, recruitment materials, applications and interviewing/screening methodologies

Training Materials and Supplies – targeted to construction company vendors/contractors for additional/supplementary materials/facilities/supplies beyond those designated as equipment/fuel

Classroom Training Delivery and Instructors – targeted to those entities contracted for providing training sites and instructors for delivering general curricula, OSHA training/certification, Flagger training/certification, industry orientations, and crafts training

**INVOICE NO.** \_\_\_\_\_  
 Final Invoice?  Yes  No

**Invoice Instructions:**

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [mayjoua.ly@state.mn.us](mailto:mayjoua.ly@state.mn.us)

MnDOT Contract No. \_\_\_\_\_  
 Contract Expiration Date: \_\_\_\_\_  
 SP Number: \_\_\_\_\_ TH Number: \_\_\_\_\_

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1.	\$			
2.	\$			
3.	\$			
4.	\$			
5.	\$			
<b>Net Earnings Totals:</b>	<b>\$</b>			
<b>Total Amount Due This Invoice:</b>				

Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
XXXX			
XXXX			
XXXX			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Grantee Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



## Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55105-5150	<b>Grant Program:</b> 2017 National Highway Traffic Safety Administration (NHTSA): Lane Departure Countermeasure Deployment  <b>Project No.:</b> 17-09-03 <b>Grant Agreement No.:</b> A-LNDEP17-2017-MNDOT-00003				
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mail Stop 725 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2016 <b>Expiration Date:</b> September 30, 2017				
<b>Grantee's Authorized Representative:</b> Brad Estochen Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mail Stop 725 Roseville, MN 55113 Phone: 651-366-3829 Email: bradley.estochen@state.mn.us	<b>Grant Agreement Amount:</b> <table data-bbox="858 737 1390 799"> <tr> <td>Original Agreement</td> <td style="text-align: right;">\$896,877.81</td> </tr> <tr> <td>Matching Requirement</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table>	Original Agreement	\$896,877.81	Matching Requirement	\$ 0.00
Original Agreement	\$896,877.81				
Matching Requirement	\$ 0.00				
<b>State's Authorized Representative:</b> Bill Shaffer Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150 Phone: 651-201-7075 Email: william.shaffer@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X5201640MN12 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2017 NHTSA Lane Departure Countermeasure Deployment Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2017 NHTSA Lane Departure Countermeasure Deployment Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.





Grant Agreement

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Agreement No. A-LNDEP17-2017-MNDOT-00003  
PO No. 3 - 43606

3. STATE AGENCY (DPS)

By: [Signature]  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

2. GRANTEE (MnDOT)

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: [Signature]

Title: State Traffic Engineer

Date: 10-19-2016

MnDOT contract management

By: [Signature]

Title: Contract Mgmt Supr.

Date: 10/26/16

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

2017 NHTSA Funding RFP - Lane Departure Countermeasure Deployment

MnDOT Contract No. 1026897 EXHIBIT A  
 A-LNDEP17-2017-MNDOT-00003

Organization: Transportation, Department of (MNDOT)

Budget Summary

FFY17		
Budget Category	State Reimbursement	Local Match
Contracted Services		
Lane Departure Mitigation Projects	\$896,877.81	\$0.00
<b>Total</b>	<b>\$896,877.81</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$896,877.81</b>	<b>\$0.00</b>
FFY18		
Budget Category	State Reimbursement	Local Match
<b>Total</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$896,877.81</b>	<b>\$0.00</b>

ORIGINAL

MnDOT Contract No. 1026898



Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55105-5150	<b>Grant Program: 2017 National Highway Traffic Safety Administration (NHTSA): Roadway Safety Evaluation, Planning, and Studies</b>  <b>Project No.: 17-09-04</b> <b>Grant Agreement No.: A-RSEPS17-2017-MNDOT-00002</b>
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mall Stop 725 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date: October 1, 2016</b> <b>Expiration Date: September 30, 2017</b>
<b>Grantee's Authorized Representative:</b> Brad Estochen Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mall Stop 725 Roseville, MN 55113 Phone: 651-366-3829 Email: <a href="mailto:bradley.estochen@state.mn.us">bradley.estochen@state.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement                    \$364,279.26 Matching Requirement                 \$ 0.00
<b>State's Authorized Representative:</b> Bill Shaffer Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150 Phone: 651-201-7075 Email: <a href="mailto:wlllliam.shaffer@state.mn.us">wlllliam.shaffer@state.mn.us</a>	<b>Federal Funding: CFDA 20.600</b> <b>FAIN: 18X5201640MN12</b> <b>State Funding: None</b> <b>Special Conditions: None</b>

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement,

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2017 NHTSA Roadway Safety Evaluation, Planning, and Studies Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2017 NHTSA Roadway Safety Evaluation, Planning, and Studies Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.03.*

Signed: Gab Rodde  
Date: 11/18/16

Grant Agreement No. A-RSEPS17-2017-MNDOT-00002  
PO No. 3 - 43611

**3. STATE AGENCY (DPS)**

By: [Signature]  
(with delegated authority)  
Title: Traffic Safety Programs Manager  
Date: 11-14-2016

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: [Signature]  
Title: State Traffic Engineer  
Date: 10-19-2016

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Minnesota Department of Transportation  
Contract Management**

By: [Signature]  
Date: 11/10/16

Distribution: DPS/EAS  
Grantee  
State's Authorized Representative

2017 NHTSA Funding RFP - Roadway Safety Evaluation Planning and Studies

MnDOT Contract No. 1026898 EXHIBIT A  
A-RSEPS17-2017-MNDOT-00002

Organization: Transportation, Department of (MNDOT)

Budget Summary

FFY17		
Budget Category	State Reimbursement	Local Match
Contracted Services		
Safety Study Projects	\$364,279.26	\$0.00
Total	\$364,279.26	\$0.00
Total	\$364,279.26	\$0.00
FFY18		
Budget Category	State Reimbursement	Local Match
Total	\$0.00	\$0.00
Total	\$364,279.26	\$0.00

ORIGINAL

MnDOT Contract No. 1026899

	Grant Agreement	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55105-5150	<b>Grant Program:</b> 2017 National Highway Traffic Safety Administration (NHTSA); Intersection Safety Countermeasure Deployment  <b>Project No.:</b> 17-09-02 <b>Grant Agreement No.:</b> A-INTSC17-2017-MNDOT-00004
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mall Stop 725 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2016 <b>Expiration Date:</b> September 30, 2017
<b>Grantee's Authorized Representative:</b> Brad Estochen Office of Traffic, Safety, and Operations 1500 West County Road B-2, Mall Stop 725 Roseville, MN 55113 Phone: 651-366-3829 Email: <a href="mailto:bradley.estochen@state.mn.us">bradley.estochen@state.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement \$ 4,470,663.00 Matching Requirement \$ 0.00
<b>State's Authorized Representative:</b> Bill Shaffer Office of Traffic Safety 445 Minnesota Street, Suite 150 Saint Paul, MN 55101-5150 Phone: 651-201-7075 Email: <a href="mailto:william.shaffer@state.mn.us">william.shaffer@state.mn.us</a>	<b>Federal Funding:</b> CFDA 20,600 <b>FAIN:</b> 18XS201640MN12 <b>State Funding:</b> None <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2017 NHTSA Intersection Safety Countermeasure Deployment Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2017 NHTSA Intersection Safety Countermeasure Deployment Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGranis>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

DPS Grant Agreement I-A (QTS 06/16)

	Grant Agreement	Page 2 of 2
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**Matching Requirements:** (If applicable,) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable,) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**  
*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.13 and 16C.03.*

Signed: *Gina Foldi*  
Date: 11/18/16

Grant Agreement No. A-INTSC17-2017-MNDOT-00004  
PO No. 3 - 43609

**3. STATE AGENCY (DPS)**

By: *Aaron Palmer*  
(with delegated authority)  
Title: *Traffic Safety Programs Manager*  
Date: 11-14-2016

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: *[Signature]*  
Title: *State Traffic Engineer*  
Date: 10-19-2016

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Minnesota Department of Transportation  
Contract Management**

By: *[Signature]*  
Date: 11/10/16

Distribution: DPS/EAS  
Grantee  
State's Authorized Representative

Budget Summary

FFY17	State Reimbursement	Local Match
Budget Category		
Contracted Services		
Intersection-Safety Improvement Projects	\$4,470,663.00	\$0.00
Total	\$4,470,663.00	\$0.00
Total	\$4,470,663.00	\$0.00
FFY18		
Budget Category		
Total	\$0.00	\$0.00
Total	\$4,470,663.00	\$0.00

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This agreement is between the Department of Transportation/Office of Equity and Diversity and Minnesota Management & Budget.

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date: 10/28/2016*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date: 90 days*, or when the investigation final report has been submitted to the Department of Transportation/Office of Equity and Diversity and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the Department of Transportation/Office of Equity and Diversity for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$160.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the Department of Transportation/Office of Equity and Diversity will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The Department of Transportation/Office of Equity and Diversity will be invoiced by the Minnesota Management & Budget for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the Minnesota Management & Budget under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the Department of Transportation/Office of Equity and Diversity.

**5 Authorized Representative**

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Seema Desai or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Carolyn Trevis or her/his successor. Each representative shall have

final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

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.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: R. Hwang

Date: 11-2-16

117122 | 30003 25765

3. DEPARTMENT OF TRANSPORTATION/ OFFICE OF EQUITY AND DIVERSITY

rosemarie.merrigan@state.mn.us

By: 2016.10.28 16:04:43 -05'00'  
(with delegated authority)

Title: Director, Office of Equity & Diversity

Date: 10-28-2016

2. MINNESOTA MANAGEMENT & BUDGET

By: D. [Signature]  
(With delegated authority)

Title: CFD

Date: 11-10-16

Minnesota Department of Transportation  
Contract Management

By: Ryan Danko

Date: 11/7/16

	Grant Agreement	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55101-5150	<b>Grant Program:</b> 2017 National Highway Transportation Safety Administration (NHTSA): Crash Report Analysis <b>Project No.:</b> 17-05-07 <b>Grant Agreement No.:</b> A-CRASH17-2017-MNDOT-003
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic, Safety and Technology 1500 W County Road B2 Roseville, MN 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2016 <b>Expiration Date:</b> September 30, 2018
<b>Grantee's Authorized Representative:</b> Katie Fleming Office of Traffic, Safety and Technology 1500 W County Road B2 Roseville, MN 55113 <a href="mailto:katie.fleming@state.mn.us">katie.fleming@state.mn.us</a> (651) 234-7013	<b>Grant Agreement Amount:</b> Original Agreement \$125,000.00 Matching Requirement \$ 0.00
<b>State's Authorized Representative:</b> Kathleen Haney Suite 150, 445 Minnesota Street Saint Paul, MN 55101-5150 651-201-7064 <a href="mailto:kathleen.haney@state.mn.us">kathleen.haney@state.mn.us</a>	<b>Federal Funding:</b> CFDA 20.616 <b>FAIN:</b> 18X920405CMN16 <b>State Funding:</b> None <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd. 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2017 National Highway Transportation Safety Administration (NHTSA): Crash Report Analysis Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Suite 150, 445 Minnesota Street, Saint Paul, Minnesota 55101-5150. The Grantee shall also comply with all requirements referenced in the 2017 National Highway Transportation Safety Administration (NHTSA): Crash Report Analysis Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the



matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Gord Roberts  
Date: 12/15/16

**3. STATE AGENCY (DPS)**

By: (Signature)  
(with delegated authority)  
Title: (Signature)  
Date: 12/14/16

Grant Agreement No. A-CRASH17-2017-MNDOT-003  
PO No. 3-44123

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Jay Hietpas Digitally signed by Jay Hietpas  
Title: Hietpas DN: cn=Jay Hietpas  
Date: 2016.12.05 12:46:19 -06'00'

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Minnesota Department of Transportation  
Contract Management

By: (Signature)  
Date: 12/12/2016

2017 NHTSA Funding RFP - Crash Report Analysis

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-CRASH17-2017-MNDOT-003

Budget Summary

FFY17			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Minnesota Crash Records Audit	\$125,000.00	\$0.00	
Total	\$125,000.00	\$0.00	
Total	\$125,000.00	\$0.00	
FFY18			
Budget Category	State Reimbursement	Local Match	
Total	\$0.00	\$0.00	
Total	\$125,000.00	\$0.00	

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
DEPARTMENT OF NATURAL RESOURCES  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>3417-18</u>	<b>Total DNR Obligation</b>
<b>Trunk Highway Number (T.H.):</b>	<u>71=141</u>	<b><u>\$1,104,013.17</u></b>
<b>State Project Number (S.P.):</b>	<u>3414-15</u>	
<b>State Project Number (S.P.):</b>	<u>092-090-055</u>	
	<u>NHPP-HSIP-TA</u>	
<b>Federal Project Number:</b>	<u>0071(322)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Department of Natural Resources ("DNR").

**Recitals**

1. The State will perform grading, bituminous surfacing and Bridge No. 34X05 construction and other associated construction upon, along and adjacent to County State Aid Highway No. (C.S.A.H.) 40 from 550 feet west of T.H. 71 to 640 feet east of T.H. 71 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 092-090-055 and No. 3417-18 (T.H. 71=141) ("Project"); and
2. The DNR has requested the State include in its Project grading, bituminous surfacing and Bridge No. 34X05 construction; and
3. The DNR wishes to participate in the costs of the grading, bituminous surfacing and Bridge No. 34X05 construction and associated construction engineering; and
4. The federally eligible DNR participation construction and associated construction engineering will be reduced by the amount of Federal aid funding received for said construction; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. *Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the DNR; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. *Plans, Specifications, Special Provisions.*** Plans, specifications, and special provisions designated by the State as State Project No. 3417-18 and 092-090-055 (T.H. 71=141) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the DNR Division of Parks & Trails and incorporated into this Agreement by reference.

## 2. Construction by the State

2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

### 2.2. *Direction, Supervision and Inspection of Construction.*

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the DNR.** The DNR participation construction covered under this Agreement will be open to inspection by the DNR. If the DNR believes the DNR participation construction covered under this Agreement has not been properly performed or that the construction is defective, the DNR will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the DNR are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the DNR participation construction covered under this Agreement.

### 2.3. *Plan Changes, Additional Construction, Etc.*

- A. The State will make changes in the Project Plans and contract construction, which may include the DNR participation construction covered under this Agreement, and will enter into any necessary addenda, work orders, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate DNR official of any proposed addenda, work orders, change orders, and supplemental agreements to the construction contract that will affect the DNR participation construction covered under this Agreement.
- B. The DNR may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

### 2.5. *Permits.*

- A. **Limited Use Permit.** The DNR agrees to obtain in the future through the District's Right of Way Area Manager, a Limited Use Permit to cover the DNR's liability responsibilities when the Glacial Lakes State Trail is constructed upon the State right-of-way.

## 3. Maintenance by the DNR

3.1. **Box Culvert.** Upon completion of the construction contract, the DNR will retain ownership of the box culvert No. 34X05 and provide for all maintenance of the box culvert and future Glacial Lakes State Trail and all facilities a part thereof, without cost of expense to the State.

The State will perform structural inspections of box culvert No. 34X05, at no cost to the DNR. When repairs are needed, and not discovered by the DNR, the State shall notify the DNR of the deficiency and of the urgency for the repairs. The DNR must act in accordance with structural safety standards when repairs are needed. Upon request, the State will provide the structural inspection reports to the DNR. If the DNR fails to

make the repairs or if emergency repairs are needed, the State reserves the right to make repairs and bill the DNR for the State's actual expenses incurred; the DNR will pay the bill within 90 days.

In the event the Glacial Lakes State Trail is eliminated, the DNR shall restore the area to its prior condition at its expense.

#### 4. Basis of DNR Cost

- 4.1. *Schedule "I"*.** The Preliminary Schedule "I" includes all anticipated DNR participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. *DNR Participation Construction*.** The DNR will participate in the following at the percentages indicated. The construction includes the DNR's proportionate share of item costs for mobilization, field office and traffic control. It is anticipated that Federal aid funding will be available to the DNR as defined below. The DNR may be billed for the match of their cost participation as shown on the Schedule "I". DNR costs will include an amount equal to all anticipated Federal aid funding not applied to the federally eligible DNR participation construction and associated construction engineering.
- A.** 100 Percent will be the DNR's rate of cost participation in all of the box culvert construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 and No. 3 of the Preliminary Schedule "I". Federal aid funds will be applied at a rate of 80 Percent. (The Federal aid funds are capped at \$304,916.00, and may be modified at the time of award.)
- 4.3. *Construction Engineering Costs*.** The DNR will pay a construction engineering charge equal to 8 percent of the total DNR participation construction covered under this Agreement.
- 4.4. *Plan Changes, Additional Construction, Etc.*** The DNR will share in the costs of construction contract addenda, work orders, change orders, and supplemental agreements that are necessary to complete the DNR participation construction covered under this Agreement, including any DNR requested additional work and plan changes. The State reserves the right to invoice the DNR for the cost of any additional DNR requested work and plan changes, construction contract addenda, work orders, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.
- 4.5. *Liquidated Damages*.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

#### 5. DNR Cost and Payment by DNR

- 5.1. *DNR Cost*.** \$1,408,929.20 is the DNR's estimated share of the costs of the contract construction including Federal aid, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.
- 5.2. *Conditions of Payment*.** The DNR will pay the State the DNR's total estimated construction and construction engineering cost share, minus anticipated DNR Federal aid, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the DNR, including a copy of the Revised Schedule "I".
- B.** The DNR's receipt of a written request from the State for the advancement of funds.
- 5.3. *Acceptance of the DNR's Cost and Completed Construction*.** The computation by the State of the amount due from the DNR will be final, binding, and conclusive. Acceptance by the State of the completed contract

construction will be final, binding, and conclusive upon the DNR as to the satisfactory completion of the contract construction.

- 5.4. Final Payment by the DNR.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the DNR. The Final Schedule "I" will be based on final quantities, and include all DNR participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include DNR costs in an amount equal to all Federal aid funding not applied to the federally eligible DNR participation construction and associated construction engineering. If the final cost of the DNR participation construction exceeds the amount of funds advanced by the DNR, the DNR will pay the difference to the State without interest. If the final cost of the DNR participation construction is less than the amount of funds advanced by the DNR, the State will refund the difference to the DNR without interest.

The State and the DNR waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 6.1.** The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 E-Mail: maryanne.kellysonnek@state.mn.us

- 6.2.** The DNR's Authorized Representative will be:

Name/Title: Kent Skaar, DNR Division of Parks & Trails (or successor)  
 Address: DNR 500 Lafayette Road, St. Paul, MN 55155  
 Telephone: (651) 259-5636  
 E-Mail: Kent.Skaar@state.mn.us

## 7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the DNR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 8. Liability; Worker Compensation Claims

- 8.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State and DNR.

**8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**9. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**10. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the DNR's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**11. Government Data Practices**

The DNR and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the DNR under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the DNR or the State.

**12. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**13. Termination; Suspension**

**13.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**13.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the DNR.

**13.3. *Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

**14. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**DEPARTMENT OF NATURAL RESOURCES**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: Kurt Skane / recommended.  
 Title: Senior Project Manager  
 Date: 4/28/17  
 By: [Signature]  
 Title: Deputy Director  
 Date: 4/28/2017

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: [Signature]  
 (District Engineer)  
 Date: 5/4/17

Approved: [Signature]  
 By: [Signature]  
 (State Design Engineer)  
 Date: 5/18/17

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
 (With delegated authority)  
 Date: 05/22/2017

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

Art Kane  
CONTRACT # 124317  
3-112353

4/27/17  
encumbered

**PRELIMINARY SCHEDULE "T"**  
**Agreement No. 1027122**  
**DEPARTMENT OF NATURAL RESOURCES**

S.P. 3417-18 ( T.H. 71 = 141)

Preliminary: March 14, 2017

S.P. 092-090-055

State Funds

Box culvert construction to start approximately 2017 under

State Contract No. \_\_\_\_\_ with \_\_\_\_\_

located on T.H. 71.

**COST PARTICIPATION**

	TOTAL Construction Cost	TAP Fund 80 Percent <b>Capped at</b> <b>\$304,916.00</b>	Remaining DNR cost after capped TAP funds	DNR 20 Percent
(1) From Sheet No. 2 Box Culvert Cost Items	\$1,304,564.05	\$304,916.00	\$738,735.24	\$260,912.81
Construction Engineering (8%) (On Total Construction Cost)	\$104,365.12			
Construction + Construction Engineering Subtotals	1,104,013.17			
<b>(2) Total DNR Obligation less Federal Funds</b>	<b>\$1,104,013.17</b>			

(1) Amount of total DNR obligation as described in Article 5.1 of the Agreement (Estimated amount)

(2) Amount of advance payment as described in Article 5.2 of the Agreement (Estimated amount)

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 092-090-055 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST ( )
2021.501	MOBILIZATION	LUMP SUM	0.20	480,000.00	96,000.00
2031.501	FIELD OFFICE TYPE D	EACH	0.20	10,000.00	2,000.00
2101.506	GRUBBING	ACRE	2.50	4,000.00	10,000.00
2104.501	REMOVE PIPE CULVERTS	LIN FT	514.00	10.00	5,140.00
2104.501	REMOVE BARBED WIRE FENCE	LIN FT	929.00	3.00	2,787.00
2104.509	REMOVE PIPE APRON	EACH	12.00	128.00	1,536.00
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	75.00	1.50	112.50
2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	4,012.00	1.88	7,542.56
2106.501	EXCAVATION - COMMON (P)	CU YD	35,693.00	3.50	124,925.50
2106.505	EXCAVATION - MUCK (P)	CU YD	1,547.00	5.50	8,508.50
2106.521	GRANULAR EMBANKMENT (CV) (P)	CU YD	38,690.00	5.00	193,450.00
2106.522	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	2,560.00	14.75	37,760.00
2106.523	COMMON EMBANKMENT (CV) (P)	CU YD	69,194.00	3.00	207,582.00
2118.501	AGGREGATE SURFACING CLASS 1 (P)	CU YD	511.00	14.00	7,154.00
2123.610	TRACTOR MOUNTED BACKHOE	HOUR	20.00	113.00	2,260.00
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	1,693.00	23.00	38,939.00
2215.501	FULL DEPTH RECLAMATION	SQ YD	15,824.00	1.00	15,824.00
2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C) 1.5" THICK	SQ YD	8,662.00	5.00	43,310.00
2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C) 4.0" THICK	SQ YD	4,550.00	8.00	36,400.00
2360.503	TYPE SP 12.5 WEARING COURSE MIXTURE (3,A) 3.0" THICK	SQ YD	568.00	10.00	5,680.00
2411.511	STRUCTURE EXCAVATION CLASS E	CU YD	8,457.00	1.50	12,685.50
2412.511	12X12 PRECAST CONCRETE BOX CULVERT	LIN FT	232.00	800.00	185,600.00
2412.512	12X12 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2.00	21,700.00	43,400.00
2451.511	COARSE FILTER AGGREGATE (CV) (P)	CU YD	62.00	28.00	1,736.00
2451.515	COARSE AGGREGATE BEDDING (CV) (P)	CU YD	798.00	29.00	23,142.00
2501.511	18" CAS PIPE CULVERT	LIN FT	140.00	26.00	3,640.00
2501.515	18" RC PIPE APRON	EACH	2.00	648.00	1,296.00
2501.515	24" RC PIPE APRON	EACH	2.00	638.00	1,276.00
2501.561	18" RC PIPE CULVERT DES 3006	LIN FT	166.00	44.00	7,304.00
2501.561	24" RC PIPE CULVERT DES 3006	LIN FT	180.00	57.00	10,260.00
2501.561	30" RC PIPE CULVERT DES 3006	LIN FT	70.00	101.00	7,070.00
2501.569	18" CAS SAFETY APRON	EACH	2.00	316.00	632.00
2501.569	30" RC SAFETY APRON	EACH	2.00	865.00	1,730.00
2501.602	18" SAFETY APRON	EACH	2.00	300.00	600.00
2501.602	24" SAFETY APRON	EACH	4.00	275.00	1,100.00

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 092-090-055 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (I)
2501.603	18" PIPE CULVERT	LIN FT	28.00	31.00	868.00
2501.603	24" PIPE CULVERT	LIN FT	152.00	33.00	5,016.00
2502.521	4" PE PIPE DRAIN	LIN FT	302.00	4.40	1,328.80
2502.602	CS OVERSLEEVE WITH RODENT GUARD	EACH	1.00	100.00	100.00
2502.602	6" PE INSPECTION TEES	EACH	1.00	300.00	300.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	3.00	200.00	600.00
2540.602	MAIL BOX SUPPORT	EACH	1.00	130.00	130.00
2554.509	GUIDE POST TYPE B	EACH	6.00	52.00	312.00
2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	LIN FT	126.00	36.00	4,536.00
2557.603	BARBED WIRE FENCE	LIN FT	891.00	10.00	8,910.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.20	100,000.00	20,000.00
2572.501	TEMPORARY FENCE	LIN FT	160.00	1.90	304.00
2573.502	SILT FENCE, TYPE MS	LIN FT	4,950.00	1.90	9,405.00
2573.511	WATER TREATMENT TYPE SKIMMER	EACH	1.00	2,500.00	2,500.00
2573.515	FILTER BERM TYPE 5	LIN FT	228.00	14.50	3,306.00
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	576.00	2.50	1,440.00
2573.560	CULVERT END CONTROLS	EACH	7.00	205.00	1,435.00
2574.508	FERTILIZER TYPE 3	POUND	2,638.00	0.62	1,635.56
2574.508	FERTILIZER TYPE 4	POUND	611.00	0.67	409.37
2574.578	SOIL BED PREPARATION	ACRE	10.90	150.00	1,635.00
2575.501	SEEDING (P)	ACRE	10.90	197.00	2,147.30
2575.502	SEED MIXTURE 25-141	POUND	137.00	4.50	616.50
2575.502	SEED MIXTURE 33-261	POUND	119.00	25.00	2,975.00
2575.502	SEED MIXTURE 35-241	POUND	191.00	14.00	2,674.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 6	SQ YD	221.00	2.90	640.90
2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	52,879.00	1.44	76,145.76
2575.523	EROSION CONTROL BLANKETS CATEGORY 4N	SQ YD	704.00	1.70	1,196.80
2575.541	MOWING	ACRE	21.90	85.00	1,861.50
2575.545	WEED SPRAYING	ACRE	5.40	650.00	3,510.00
2575.547	WEED SPRAY MIXTURE	GALLON	2.70	90.00	243.00
				TOTAL	1,304,564.05
				80% TAP FUND ( Capped At \$304,916.00)	304,916.00
				20% DNR + REMAINING OVER CAP COST	999,648.05

STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
DEPARTMENT OF NATURAL RESOURCES  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION  
FOR  
S.P. 092-090-038; M.P. TA 3817(148)

---

This agreement is entered into by and between MINNESOTA DEPARTMENT OF NATURAL RESOURCES ("DNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the DNR desires MnDOT to act as the DNR's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds. The DNR is proposing a federal aid project to construct the Beaver Ridge Project and the West Road segment of the Gitchi-Gami Trail between Beaver Bay and Silver Bay near Trunk Highway 61, hereinafter referred to as the "Project(s)"; and

The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 092-090-038, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 3817(148); and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE DNR.

A. DESIGNATION. The DNR designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project. For details on the procedures to follow see: <http://www.dot.state.mn.us/stateaid/dcp/dcpchecklist.htm>.

B. STAFFING.

1. The DNR will designate a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If DNR elects to use a private consultant for engineering services, the DNR will provide a qualified, full-time public employee of the DNR, to be in responsible charge of the Project. The services of the DNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless

the DNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.

2. During the progress of the work on the Project, the DNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the DNR will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
3. The DNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.

C. LETTING. The DNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

1. The DNR will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
2. The DNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
3. The DNR will prepare and publish the bid solicitation for the Project as required by state and federal laws. The DNR will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders. The solicitation will state where the DNR will receive the sealed bids.
4. The DNR may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
5. The DNR will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
6. The DNR will receive and open bids.
7. After the bids are opened, the DNR governing body will consider the bids and will award the contract as required by state and federal laws, or reject all bids.

Agreement no. 1027131

If the bid contains a goal for Disadvantaged Business Enterprises, the DNR will not award the contract until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

#### D. CONTRACT ADMINISTRATION.

1. The DNR will prepare and execute a construction contract with the Contractor, in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction.
2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the DNR Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The DNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the DNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the DNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.
4. The DNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The DNR will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The DNR will notify MnDOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The DNR may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into supplemental agreement(s) with the individual, firm, or corporation contracting for and undertaking prosecution of the prescribed work (hereinafter "Contractor"). The DNR will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the DNR that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The DNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.

8. The DNR will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the DNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The DNR will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS FOR CONSTRUCTION OF THE PROJECT.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the DNR. The DNR will pay any part of the cost or expense of the Project that is not paid by federal funds.
2. The DNR will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the amount of each partial estimate. Following certification of the partial estimate, the DNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
3. Following certification of the partial estimate, the DNR may request reimbursement for costs eligible for federal funds. The DNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project, the DNR will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the DNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
5. Following certification, by the Project Engineer, of the final estimate, the DNR may request reimbursement for costs eligible for federal funds. The DNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The DNR must comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally

assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the DNR to carry out the above requirements.

3. **Workers' Compensation.** Any and all employees of the DNR or other persons while engaged in the performance of any work or services required or permitted by the DNR under this agreement will not be considered employees of MnDOT, and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The DNR will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.
4. **Utilities.** The DNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

G. **AUDIT.**

1. The DNR will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the DNR are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The DNR will be responsible for any costs associated with the performance of the audit.

H. **MAINTENANCE.** The DNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

I. **CLAIMS.** The DNR acknowledges that MnDOT is acting only as the DNR's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The DNR will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The DNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The DNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

J. **Federal Funding Accountability and Transparency Act (FFATA).** This Agreement requires the DNR to provide supplies and/or services that are funded in whole or

in part by federal funds that are subject to FFATA. The DNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the DNR provides information to the MnDOT as required.

The DNR shall comply with the following:

1. Reporting of Total Compensation of the DNR's Executives.
  - a. The DNR shall report the names and total compensation of each of its five most highly compensated executives for the DNR's preceding completed fiscal year, if in the DNR's preceding fiscal year it received:
    - i. 80 percent or more of the DNR's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the DNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
2. The DNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
  3. The DNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
  4. The DNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the DNR unless and until the DNR is in full compliance with the above requirements.

## II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the DNR for the receipt and disbursement of federal funds and will act in accordance herewith.

### B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the DNR copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.
3. MnDOT will review and certify the DBE participation and notify the DNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then DNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the DNR must make up any shortfall.
4. MnDOT will provide the required labor postings.

### C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the DNR, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the DNR will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the DNR may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

D. **AUTHORITY.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The DNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.

III. **AUTHORIZED REPRESENTATIVES.** Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

A. The DNR authorized representative is Kent Skaar, Acquisition and Development Section Leader, Minnesota DNR, 500 Lafayette Road, St Paul, MN 55155-4052, phone 651-259-5636, or his successor.

B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.

IV. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

V. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.

- VI. **AMENDMENTS.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. **CANCELLATION.** This agreement may be canceled by the DNR or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the DNR as set forth in this Agreement. In the event of such a cancellation the DNR will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
- IX. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

**Remainder of this page left intentionally blank**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

DNR

DNR certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: *Phyllis Pfeiffer*

Date: *1/12/2017*

Title: *Deputy Director*

By: *Kat Scanlon*

Date: *1/17/17*

Title: *Senior Project Manager / Parks and Trails*  
*Swift Contract # 0119675*  
*Melissa Dorey*  
*1.10.17*

DEPARTMENT OF TRANSPORTATION

By: *Mary Doherty*

Title: Director, for State Aid for Local Transportation

Date: *1-23-2017*

COMMISSIONER OF ADMINISTRATION

By: *Alyson Hankin*

Date: *2/2/2017*

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
DEPARTMENT OF CORRECTIONS  
COOPERATIVE CONSTRUCTION  
INTERAGENCY AGREEMENT**

<b>State Project Number (S.P.):</b>	<u>8821-200</u>	<b>Estimated Amount Receivable</b>
<b>Trunk Highway Number (T.H.):</b>	<u>289=289</u>	<b><u>\$181,453.43</u></b>
<b>Trunk Highway Number (T.H.):</b>	<u>73=001</u>	
<b>Trunk Highway Number (T.H.):</b>	<u>27=001</u>	
<b>State Project Number (S.P.):</b>	<u>009-661-026</u>	
<b>State Project Number (S.P.):</b>	<u>009-596-006</u>	
<b>Federal Project Number:</b>	<u>STPF 8817(101)</u>	
<b>Lighting System Feed Point No.:</b>	<u>D.O.C. Building</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the Department of Corrections acting through its Department of Corrections Commissioner ("D.O.C.").

**Recitals**

1. The State will perform bituminous mill and overlay, ADA improvements, lighting, traffic signal construction and other associated construction upon, along and adjacent to Trunk Highway No. 27 from North Kenwood Drive to Trunk Highway No. 35, Trunk Highway No. 73 from Trunk Highway No. 35 to Trunk Highway No. 27, Trunk Highway No. 289 from Trunk Highway No. 73 to Moose Lake Correctional Facility, and on County State Aid Highway No. 61 from 111 feet west of Trunk Highway No. 73 to 771 feet west of Trunk Highway No. 73 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 009-661-026, State Project No. 009-596-006, and State Project No. 8821-200 (T.H. 73=001, T.H. 27=001, T.H. 289=289) ("Project"); and
2. The Department of Corrections has requested the State include in its Project mill and overlay of the Departments of Corrections parking lot and parking lot lighting; and
3. The Department of Corrections wishes to participate in the costs of the said parking lot mill and overlay, utility adjustments, and parking lot lighting and associated construction engineering; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

1. **Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**
  - 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
  - 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
  - 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the D.O.C.; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 009-661-026, State Project No. 009-596-006, and State Project No. 8821-200 (T.H. 73=001, T.H. 27=001, T.H. 289=289) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").
  - 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the D.O.C. Maintenance Director and incorporated into this Agreement by reference.
2. **Construction by the State**
- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.
  - 2.2. **Direction, Supervision and Inspection of Construction.**
    - A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
    - B. **Inspection by the D.O.C.** The D.O.C. participation construction covered under this Agreement will be open to inspection by the D.O.C. If the D.O.C. believes the D.O.C. participation construction covered under this Agreement has not been properly performed or that the construction is defective, the D.O.C. will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the D.O.C. are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the D.O.C. participation construction covered under this Agreement.
    - C. **Limited Right to Occupy.** By signing this Agreement, the D.O.C. allows the State and its Contractors to enter upon the D.O.C. properties to mill and overlay the D.O.C. parking lot and install lighting in the parking lot as identified in the plan and plan documents for S.P. 009-596-006, S.P. 009-661-026, and S.P. 8821-200.
  - 2.3. **Plan Changes, Additional Construction, Etc.**
    - A. The State will make changes in the Project Plans and contract construction, which may include the D.O.C. participation construction covered under this Agreement, and will enter into any necessary addenda, work orders, change orders, and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate D.O.C. official of any proposed addenda, work orders, change orders, and supplemental agreements to the construction contract that will affect the D.O.C. participation construction covered under this Agreement.
    - B. The D.O.C. may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.
  - 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
  - 2.5. **Replacement of Castings.** Adjustments to certain D.O.C. owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The D.O.C. will furnish the contractor with new units and/or parts for those in place D.O.C. owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

**3. Maintenance by the D.O.C.**

Upon completion of the project, the D.O.C. will provide the following without cost or expense to the State:

- 3.1. Additional Drainage.** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Duluth and is incorporated into this Agreement by reference.
- 3.2. Future Responsibilities.** Upon completion of the bituminous mill and overlay of the parking lot, pavement marking, and lighting, the D.O.C. will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of the parking lot pavement marking, and lighting and all of the facilities constructed as part of this Agreement, without cost or expense to the State.

**4. Basis of D.O.C. Cost**

- 4.1. Schedule "I".** The Preliminary Schedule "I" includes all anticipated D.O.C. participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. D.O.C. Participation Construction.** The D.O.C. will participate in the following at the percentages indicated. The construction includes the D.O.C.'s proportionate share of item costs for mobilization, field office, field laboratory, and traffic control.
- A. 100 Percent will be the D.O.C.'s rate of cost participation in all of the parking lot mill and overlay, utility adjustments, and parking lot lighting construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 4.3. Construction Engineering Costs.** The D.O.C. will pay a construction engineering charge equal to 8 percent of the total D.O.C. participation construction covered under this Agreement.
- 4.4. Design Engineering Costs.** The D.O.C. will pay for design engineering costs in the amount of \$7,907.80 for project management and plan design costs related to the parking lot mill and overlay and parking lot lighting.
- 4.5. Plan Changes, Additional Construction, Etc.** The D.O.C. will share in the costs of construction contract addenda, work orders, change orders, and supplemental agreements that are necessary to complete the D.O.C. participation construction covered under this Agreement, including any D.O.C. requested additional work and plan changes.

The State reserves the right to invoice the D.O.C. for the cost of any additional D.O.C. requested work and plan changes, construction contract addenda, work orders, change orders, and supplemental agreements, and associated construction engineering before the completion of the contract construction.

**5. D.O.C. Cost and Payment by the D.O.C.**

- 5.1. D.O.C. Cost.** \$181,453.43 is the D.O.C.'s estimated share of the costs of the contract construction, the 8 percent construction engineering cost share, and design engineering costs as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 5.2. Conditions of Payment.** The D.O.C. will pay the State the D.O.C.'s total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:

- A. Execution of this Agreement and transmittal to the D.O.C., including a copy of the Revised Schedule "I".
- B. The D.O.C.'s receipt of a written request from the State for the advancement of funds.

**5.3. Acceptance of the D.O.C.'s Cost and Completed Construction.** The computation by the State of the amount due from the D.O.C. will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the D.O.C. as to the satisfactory completion of the contract construction.

**5.4. Final Payment by the D.O.C.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the D.O.C. The Final Schedule "I" will be based on final quantities, and include all D.O.C. participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the D.O.C. participation construction exceeds the amount of funds advanced by the D.O.C., the D.O.C. will pay the difference to the State without interest. If the final cost of the D.O.C. participation construction is less than the amount of funds advanced by the D.O.C., the State will refund the difference to the D.O.C. without interest.

The State and the D.O.C. waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**6.1. The State's Authorized Representative will be:**

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)  
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
Telephone: (651) 366-4634  
E-Mail: maryanne.kellysonnek@state.mn.us

**6.2. The D.O.C.'s Authorized Representative will be:**

Name/Title: Kevin Huso, Building Maintenance Director (or successor)  
Address: 1000 Lake Shore Drive, Moose Lake, MN 55767  
Telephone: (218) 485-5723  
E-Mail: kevin.s.huso@state.mn.us

## 7. Assignment; Amendments; Waiver; Contract Complete

**7.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the D.O.C. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**8. Liability; Worker Compensation Claims**

8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**9. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**10. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the D.O.C.'s books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**11. Government Data Practices**

The D.O.C. and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the D.O.C. under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the D.O.C. or the State.

**12. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**13. Termination; Suspension**

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

13.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the D.O.C.

13.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

**14. Force Majeure**

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**DEPARTMENT OF CORRECTIONS**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: Bruce Rensler  
 Title: Assistant Commissioner  
 Date: 3-20-17  
 By: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:  
 By: [Signature] AD E  
 (District Engineer)  
 Date: 3/22/17  
 Approved: [Signature]  
 By: \_\_\_\_\_  
 (State Design Engineer)  
 Date: 3/29/2017

**COMMISSIONER OF ADMINISTRATION**

MnDOT Contract Management  
 By: [Signature]  
 (With delegated authority)  
 Date: 4/5/2017

**PRELIMINARY SCHEDULE "T"**  
**Interagency Agreement No. 1027200**  
**Department of Corrections**

S.P. 8821-200 (T.H. 73=001, T.H. 27=001, T.H. 289=289)

Preliminary: February 22, 2017

S.P. 009-661-026

S.P. 009-596-006

Fed Proj. No. STPF 8817(101)

Bituminous mill and overlay, ADA improvements, lighting, and traffic signal construction to start approximately \_\_\_\_\_ under

State Contract No. \_\_\_\_\_ with

located on Trunk Highway No. 27 from North Kenwood Avenue to Trunk Highway No. 35, located on Trunk Highway No. 73 from

Trunk Highway No. 35 to Trunk Highway No. 27, located on Trunk Highway No. 289 from Trunk Highway No. 73 to Moose Lake Correctional Facility, and

located on County State Aid Highway No. 61 from 111 feet west of Trunk Highway No. 73 to 771 feet west of Trunk Highway No. 73

**CITY COST PARTICIPATION**

D.O.C. Parking Lot Mill and Overlay and Lighting Costs	160,690.40
Subtotal	\$160,690.40
Construction Engineering (8%)	12,855.23
Total (Construction and Construction Engineering Totals)	\$173,545.63
(1) Design Engineering Costs	7,907.80
(2) Total Department of Corrections Cost	\$181,453.43

(1) Design Engineering Costs - Project Management and Plan Design

(2) Amount of advance payment as described in Article 5.2 of the Agreement (estimated amount)

ITEM NUMBER	S.P. 8821-200 D.O.C. PARKING LOT MILL AND OVERLAY AND LIGHTING	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.02	228,495.20	4,569.90
2031.501	FIELD OFFICE TYPE D	EACH	0.02	9,000.00	180.00
2031.503	FIELD LABORATORY TYPE D	EACH	0.02	9,000.00	180.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	506.00	3.15	1,593.90
2104.509	REMOVE LUMINAIRE	EACH	15.00	60.00	900.00
2232.501	MILL BITUMINOUS SURFACE (1.5")	SQ YD	12,921.00	1.02	13,179.42
2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	2,593.00	46.59	120,807.87
2506.522	ADJUST FRAME AND RING CASTING	EACH	1.00	560.00	560.00
2545.513	LUMINAIRE (LED)	EACH	15.00	630.00	9,450.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.02	61,985.40	1,239.71
2564.531	SIGN PANELS TYPE C	SQ FT	2.00	34.00	68.00
2564.537	INSTAL SIGN TYPE D	EACH	2.00	34.00	68.00
2582.502	4" SOLID LINE EPOXY GROUND IN (WR)	LIN FT	6,604.00	0.60	3,962.40
2582.503	CROSSWALK PREFORM THERMOPLASTIC GROUND IN	SQ FT	216.00	18.20	3,931.20
				TOTAL	\$160,690.40
	(1) 100% D.O.C. COSTS	\$160,690.40			

Data is considered Non-public prior to project award.



Management  
Analysis  
& Development

**MAD Project Number: 2017-088**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Charlie Petersen

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G10000000, Location 001
Total Amount of Contract: \$70,165.00 ✓	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790077	Appr:	Appr:
Dept ID: T7934200	Dept ID:	Dept ID:
Account Code: T00065AD	Account Code:	Account Code:
Amount: \$70,165.00	Amount:	Amount:

Processing Information: (Some entries may not apply.) source 0253 Begin Date: \_\_\_\_\_ End Date: 6-30-17 ✓

Contract: 120070  
Number/Date/Entry Initials  
3000336808  
RHaw 1-20-17

Order: RMK 1-20-17  
Number/Date/Signatures  
[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis & Development: Charlie Petersen

Requesting Agency: Theodore Coulianos and Renee Raduenz

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 519 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$100 for travel expenses incurred including mileage and rental car costs. The total amount the Division will invoice under this agreement shall not exceed \$70,165.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Effective Dates:**

This agreement is effective January 17, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**6. Requesting Agency's Authorized Agent:**

The Requesting Agency's authorized agents for the purposes of this agreement is Theodore Coulianos and Renee Raduenz. These people shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**7. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**8. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

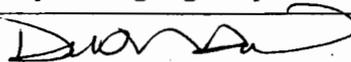
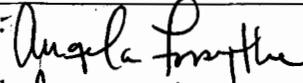
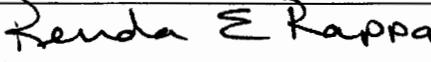
**9. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**10. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

<b>1. Requesting Agency</b> By:  Title: Director, CVD, OECVD Date: 1/19/17	<b>2. Requesting Agency</b> By: Title: Date:
<b>3. MnDOT Contract Management</b> By:  Title: Contract Administrator Date: 1/25/17	<b>4. Management Analysis &amp; Development</b> By:  Title: Business Manager Date: Jan 13, 2017

## **Division director**

Kristin Batson

## **Assistant division director**

Beth Bibus

## **Contact information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address: 203 Administration Building  
50 Sherburne Avenue  
St. Paul, Minnesota 55155

## **Management Analysis & Development**

Management Analysis & Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state and federal government agencies and public institutions.

## **Alternative Formats**

Upon request, this document can be made available in alternative formats by calling (651) 259-3800.

## Background

The Minnesota Department of Transportation (MnDOT), in partnership with the Department of Public Safety and other agencies, is developing a web portal to serve as a "one-stop shop for transporting goods and people."<sup>1</sup> The portal is ready for testing with potential users, and MnDOT asked Management Analysis and Development (MAD) to provide research and consulting to elicit feedback from key user groups.

## Products

MAD would design and conduct research with potential users of the web portal and with relevant MnDOT partners and stakeholders. MAD would provide summaries of the collected data, lists of specific issues for resolution (if applicable), and a final report summarizing the user feedback process and findings.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be January 3, 2017 (or when the interagency agreement is signed) through June 30, 2017. If the interagency agreement is not signed by December 30, 2016, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs. In the initial phase of the project, MAD would work with the client to prioritize the data collection described below to meet the client's needs and portal development timelines. Timing will be dependent on factors such as availability of suitable locations, participation of potential users (and their attendance at focus groups in potentially inclement weather), and availability of MnDOT staff and data sources. Activities and estimates described below rely on assumptions outlined in the Client Responsibilities section of this document.

MAD would work flexibly with the client to obtain feedback from relevant potential users and stakeholders, potentially modifying the research activities described below in consultation with the client.

Activities	Hours
<b>Planning and preparation.</b> Review the web portal and relevant background information; develop a project plan with the client; confirm research approach and timeline.	20
<b>Conduct user focus groups.</b> Work with the client to design focus group protocol (web portal demonstration, focus group questions, etc.); recruit focus group members; administer incentives provided by the client; schedule and conduct focus groups; summarize focus groups (not a verbatim transcript); analyze and synthesize information for a final report; develop a list of action steps or specific issues raised by users. <i>Assumes four total focus groups: two in the Twin Cities Metropolitan Area, two in St. Cloud, with one group in each location focused on property carriers and the other focused on passenger carriers. Goal is 40-50 total participants.</i>	145

<sup>1</sup> Minnesota Truck Portal, <http://www.dot.state.mn.us/mntruckportal/ssi/topics-az.html>

Activities	Hours
<p><b>Conduct interviews/portal demonstrations with target audiences.</b> Work with the client to identify potential users in harder to reach groups such as limousine operators and private carriers; develop tailored demonstration and interview questions; conduct and document interviews; analyze and synthesize information for a final report; develop a list of action steps or specific issues raised by users.</p> <p><i>Assumes interviews may be done in-person, by phone, or online. Goal is 15 focused interviews.</i></p>	85
<p><b>Conduct interviews/portal demonstrations with partner agencies and organizations.</b> Work with the client to identify relevant partner agencies and organizations (such as the Minnesota Trucking Association, the Association of General Contractors, and the Department of Human Services); develop tailored demonstration and interview questions; conduct and document interviews; analyze and synthesize information for a final report; develop a list of action steps or specific issues raised by users.</p> <p><i>Assumes interviews may be done in-person, by phone, or online. Goal is 8 focused interviews.</i></p>	45
<p><b>Provide consultation on other user feedback options.</b> Consult with the client on other possibilities for gathering user feedback on the portal (such as rest stop or weigh station interviews or GoMobile community engagement events); develop protocols for the client's use; incorporate summaries of input into final report.</p>	40
<p><b>Develop and conduct a focused online survey of commercial vehicle customers who contacted MnDOT.</b> Review the client's database of comments or concerns related to commercial vehicles sent to MnDOT's customer relations department in 2016 (approximately 55 entries); develop a survey tool that allows users to provide feedback on the web portal; input, test, and administer an online survey; and prepare a summary report of the survey results.</p> <p><i>Assumes a focused survey (4-6 questions) of approximately 55 individuals. The report would include a summary of the quantitative results and a verbatim list of responses to any open-ended questions.</i></p>	50
<p><b>Prepare a final report for the client's use.</b> Draft a final report summarizing the project (data collection methodologies, compilation and synthesis of findings from the activities described above); compile relevant detailed feedback from users; share a draft version of the report with the client and incorporate feedback; prepare a final report for the client's use.</p>	55
<b>Subtotal</b>	<b>440</b>
Project management, including client communication (18%)	79
Estimated expenses: Mileage and rental car costs (assumes no lodging would be needed)	\$100
<b>Total hours</b>	<b>519</b>
<b>Total costs: (519 hours times \$135, plus \$100 in expenses)</b>	<b>\$70,165</b>

## Documentation

Management Analysis & Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

## Client and Consultants

The primary clients contact would be Ted Coulianos and Renee Raduenz; Marcia Lochner, Greg Ruhland, Jeanne Aamodt, and Sue Roe would also be key MnDOT contacts. The MAD project team would be Charlie Petersen and James Collins; other MAD consultants would also provide services to the client.

## Client Responsibilities

The client would be responsible for:

- The client would provide incentives for focus group participants and targeted users. MAD would administer the incentives.
- For focus groups, the client would work with MAD to reserve suitable MnDOT locations in the Twin Cities Metropolitan area and St. Cloud, and the client would ensure that a knowledgeable staff person is available to conduct the demonstration of the portal and answer technical questions if needed.
- For the focus groups and user interviews, the client would provide contact lists for individuals in selected user groups, including name, phone number, email address, and mailing address. MnDOT anticipates using known contacts for the majority of users (for-hire carriers of property and passengers, building movers, carriers transporting oversize/overweight loads, port authority representatives, and hazardous waste carriers). MnDOT would use its databases for other users (special transportation providers, limousine operators, as examples). MAD would provide MnDOT with criteria for selecting individuals from these lists.
- For the stakeholder interviews, the client would work with MAD to identify interviewees and would provide contact information if known.
- For the customer contact survey, the client would provide its database of customer inquiries/concerns, which includes email addresses.
- If user feedback is collected by MnDOT or other agency staff (such as through interviews at rest stops), the client would provide MAD with a summary analysis of user feedback and compile a list of specific issues (if appropriate). MAD would provide consultation on preparation of the summary and would incorporate this information into the final report.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. MAD anticipates that client staff may be present during user focus groups or user interviews. MAD would consult with the client regarding whether other interviews or survey data should be maintained as private data.

## Billing and Cost Calculations

Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement

amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract. If the Management Analysis and Development hourly rate increases effective July 1, 2017, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2016 forward.



Management  
Analysis  
& Development

**MAD Project Number: 2017-090  
INTERAGENCY AGREEMENT  
for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: James Jarvis

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$64,530.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Dept ID:	Dept ID:	Dept ID:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.)    Begin Date: \_\_\_\_\_    End Date: \_\_\_\_\_

Contract: 121220/30003426M Order: \_\_\_\_\_  
Number/Date/Entry Initials                      Number/Date/Signatures  
*KMJ 2-17-17*

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management & Budget, Management Analysis & Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis & Development: James Jarvis Requesting Agency: Deb Ledvina

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 478 hours at a rate of \$135.00 per hour as documented by invoice prepared by the Division.  
The total amount the Division will invoice under this agreement shall not exceed \$64,530.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Effective Dates:**

This agreement is effective February 15, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**5. Cancellation:**

This agreement may be canceled by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**6. Requesting Agency's Authorized Agent:**

The Requesting Agency's authorized agent for the purposes of this agreement is Deb Ledvina. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**7. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**8. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**9. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**10. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

<p><b>1. Requesting Agency</b>                  By: <i>Leena Brand</i>                  Title: <i>Asst. Director, Consultant Serv.</i>                  Date: <i>2/17/17</i></p>	<p><b>2. Management Analysis &amp; Development</b>                  By: <i>Renda E Rappa</i>                  Title: <i>Business Manager</i>                  Date: <i>Feb 10, 2017</i></p>
<p><b>3. MnDOT Contract Management</b>                  By: <i>Ryan Gault</i>                  Title: <i>Contract Mgmt Supr.</i>                  Date: <i>2/21/2017</i></p>	



Management  
Analysis  
& Development

# Proposal

**Minnesota Department of Transportation,  
Commercial Vehicle Operations  
Assessment and Recommendations**

**February, 2017**

**Proposal prepared by:**

Jim Jarvis  
651.259.3810  
james.jarvis@state.mn.us

■ Minnesota Management & Budget, 203 Administration Building, 50 Sherburne Avenue, St. Paul, MN 55155  
Telephone: 651-259-3800 Fax: 651-797-1311 Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

## **Division director**

Kristin Batson

## **Assistant division director**

Beth Bibus

## **Contact information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address: 203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

## **Management Analysis & Development**

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## **Alternative Formats**

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## **Background**

The Minnesota Department of Transportation, Commercial Vehicle Operations (CVO) works with commercial transportation providers to improve the safety of their operations. It does this by implementing, administering, and enforcing Minnesota laws and federal regulations that govern property and passenger carriers.

The CVO's continuing improvement goals include ensuring that commercial vehicle enforcement is efficient and effective, that its commercial credential operations meet carrier expectations and that MnDOT's Routebuilder application and MCIS system for submitting applications meet customer needs. These goals are also consistent with WIG 2.0 and serve to enhance public safety and trust.

A two-phased project, over the next twelve months, is envisioned to undertake this assessment, identify organizational enhancements/improvements and propose operational changes.

In Phase 1, CVO will engage Management Analysis & Development (MAD) to undertake comparative state research and an environmental scan of its commercial vehicle enforcement and credential operations. Based on this research and inquiry, MAD would make strategic, CVO organization and high-level work plan recommendations to the section director for enhancing/improving the efficiency and effectiveness of its enforcement and credential operations in securing carrier compliance.

Phase 2 would be guided by the business decisions adopted in Phase 1. Activities during this phase could include revisions to a range of operational issues, including the revision of: detailed work plans, position descriptions, section communications, and individual performance metrics.

## **Products**

The products resulting from a Phase 1 assessment will include: a revised CVO business strategy; related organizational model or structures; high-level work plans; and associated performance measures.

## **Activities, Timeline, and Project Costs**

The overall timeline for Phase 1 of the project would be February 15, 2017 (or when the interagency agreement is signed) through June 30, 2017. In delivering the above environmental scan and commercial vehicle and credential operations recommendations, MAD proposes to undertake the following activities.

Phase 1 Activities	Hours
<p><b>Assess and make recommendations to increase the effectiveness and efficiency of CVO's commercial vehicle enforcement function consistent with MnDOT's WIG 2.0. MAD will:</b></p> <ul style="list-style-type: none"> <li>• Conduct comparative research of other selected state commercial vehicle enforcement statutes, programs and operations, focusing on: scale of operations (i.e., number of carriers in state, number of employees, employee training required, and reviews per employee), communities served, tasks undertaken, performance measures, costs, use of private inspectors, regulation of limos, regulation of carriers of disabled and vulnerable, STS and regulation of household goods.</li> <li>• Consult with and present to CVO management for consideration and adoption: research and assessment results, pros and cons of 1 or more strategies, related organizational structures, and high-level work plans for enhancing/improving the efficiency and effectiveness of its enforcement and credential operations in securing carrier compliance.</li> </ul>	185
<p><b>Assess and make recommendations to increase the effectiveness, efficiency of Credential Operations customer service, consistent with MnDOT's WIG 2.0. MAD will:</b></p> <ul style="list-style-type: none"> <li>• Conduct comparative research of other selected state credential operations pertaining to: hours and types of service; work volumes; management of counter service, phones and email; customer outreach; online access (what is provided online); available applications; website content; plain language content; materials used; training provided; and best practices.</li> <li>• Review and document CVO's current credentials operation customer services (i.e., volumes, hours, service access, costs).</li> <li>• Consult with and present to CVO management for consideration: pros and cons of 1-3 other credential operations models; changes, if any, to the current credential operations customer service model; and a process for securing customer feedback.</li> <li>• Identify operational changes that should be undertaken in Phase 2 and guided by Phase 1 outcomes.</li> </ul>	170
<p><b>Routebuilder and MCIS system performance evaluation, consistent with MnDOT's WIG 2.0.</b></p> <ul style="list-style-type: none"> <li>• In consultation with key staff from MnDOT*, MAD will design, facilitate and assist in the documentation of 1-2 three focus group meetings (up to 15 individuals from 5-8 organizations) to get customer input on performance improvements for MnDOT's Routebuilder and MCIS systems.</li> </ul> <p><i>*Assumes that MnDOT staff would attend and present system applications at facilitated meeting.</i></p>	50

Phase 1 Activities	Hours
Subtotal	405
Project management, including client communication (18%)	73
<b>Total hours</b>	<b>478</b>
Total costs: (478 hours times \$135)	<b>\$64,530</b>

## Documentation

Management Analysis & Development would provide the draft copy and the final document in Adobe Acrobat (PDF) or Word document format, depending on the client's needs.

## Client and Consultants

The primary client contacts would be Deb Ledvina and Ted Coulianos. The MAD project lead would be Jim Jarvis and other MAD consultants would also provide services to the client.

## Client Responsibilities

- Provide needed program performance information.
- Coordinate calendars/meetings and meeting space as needed.
- Provide names and contact information for potential key informants (policy or technical experts, other state commercial vehicle operations, and other stakeholders).

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis & Development bills at the Minnesota Management & Budget-approved rate of \$135 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** RDF 8818(027)

**Project Identification:** Red Dye Fuel Monitoring Program

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and **Minnesota Department of Public Safety**, Address: **1110 Centre Pointe Curve, Mendota Heights, Minnesota 55120** (“DPS”).

This agreement is funded in whole or in part with federal dollars from CFDA #20.205.

**Agreement****1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2019**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through D are attached and incorporated into this agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Source Type 6265.
- 2.2 MnDOT is in need of assistance from DPS to inspect and take diesel fuel samples from commercial vehicles being operated on the public roadways throughout the state.
- 2.3 DPS will inspect and take diesel fuel samples from vehicles being operated on the public roadways throughout the state. Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities; 15% of the samples taken will be as a result of specific Red Dyed Fuel (RDF) Enforcement Projects whereby the RDF activities will be the primary reason for the contact and these activities will be performed by officers working regularly scheduled shifts. The remaining 15% will come from fuel sampling activities performed by officers working on overtime. While on overtime, the officers will focus on red-dyed fuel enforcement activities. DPS will acquire approximately 10,000 fuel samples each State Fiscal Year (SFY) included in the term of this Agreement as part of this project and determine if RDF is being used. If RDF is in use on public roadways, a determination will be made as to what enforcement action will be taken.
- 2.4 DPS will submit a quarterly and annual report to MnDOT, outlining project activities and progress, including number of samples taken and number of “positive” tests indicated.
- 2.5 See Exhibit A for additional information.

**3 Consideration and Payment**

- 3.1 DPS will be reimbursed at an amount not to exceed \$350,000.00, according to the breakdown of costs described in Exhibit B. DPS may request from MnDOT’s Authorized Representative an adjustment in breakdown of costs if it does not change the total amount of the agreement.
- 3.2 DPS must submit invoices electronically for payment, on a quarterly basis, using the format set forth in Exhibit C. DPS will submit a quarterly report on their activities along with each invoice.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed \$350,000.00.

**4 Conditions of Payment**

- 4.1 All services provided by DPS 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 DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

## 5 Agreement Personnel

### 5.1 MnDOT's Authorized Representative will be:

Name: Ashley Duran, Contract Administrator (or his/her successor)  
 Address: Minnesota Department of Transportation  
 Consultant Services Section, Mail Stop 680  
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
 Telephone: 651-366-4627  
 E-Mail: [ashley.duran@state.mn.us](mailto:ashley.duran@state.mn.us)

### 5.2 MnDOT's Project Manager will be:

Name: Brian Gage, Director (or his/her successor)  
 Address: Minnesota Department of Transportation  
 Program Development Section, Mail Stop 440  
 395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800  
 Telephone: 651-366-3748  
 E-Mail: [brian.gage@state.mn.us](mailto:brian.gage@state.mn.us)

### 5.3 DPS's Authorized Representative will be:

Name: Captain Jonathan Olsen  
 Address: Minnesota Department of Public Safety  
 State Patrol Division, Commercial Vehicle Section  
 1110 Centre Point Curve, Mendota Heights, Minnesota 55120  
 Telephone: 651-405-6180  
 E-Mail: [jonathan.olsen@state.mn.us](mailto:jonathan.olsen@state.mn.us)

## 6 Amendments

- 6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

## 7 Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

## 8 Termination

- 8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

## 9 Plain Language; Accessibility Standards

- 9.1 **Plain Language.** DPS 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, DPS 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.** DPS agrees to comply with the State of Minnesota’s Accessibility Standard ([http://mn.gov/oet/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Std_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. DPS’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, DPS 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.

## **10 Contractor Payment Form Requirement**

10.1 If DPS is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, DPS must complete Exhibit D, the “Contractor Payment Form”, and submit it to MnDOT’s Office of Civil Rights (OCR) until final payment is made. DPS must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to DPS to be withheld. DPS must submit one copy of this form to MnDOT’s OCR and one to MnDOT’s Project Manager, no later than 10 days after receiving a payment from MnDOT.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

SWIFT Contract ID No. 124668

SWIFT Purchase Order ID No. 3000355492

**DPS**

Signed: Ramona L Bohman

Title: Commissioner

Date: 5-4-17

**MnDOT**  
(with delegated authority)

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

## **EXHIBIT A DETAILED SCOPE OF WORK AND DELIVERABLES**

The use of red-dyed diesel fuel (fuel on which no road-use taxes are paid) on the highways of our state is estimated to cost the state of Minnesota several million dollars each year in unpaid road-use taxes.

### **1. WHAT IS RED-DYED FUEL?**

As of October 1, 1993, operators of on-highway diesel engine powered vehicles throughout the United States (US) were required by US Environmental Protection Agency (EPA) regulations to use low (<0.05%) sulfur fuel.

US EPA and Internal Revenue Service (IRS) regulations require, since October 1, 1994, that high-sulfur and/or tax-exempt diesel fuels be dyed red to facilitate identification. Initial EPA low-sulfur diesel regulations, which took effect on October 1, 1993, required addition of blue dye to non-complying high-sulfur (>0.05 wt %) fuels. The requisite dye was subsequently changed from blue to red in response to Federal Aviation Administration (FAA) concerns that blue-dyed diesel fuel might be confused with the most common aviation gasoline, which was already being dyed blue.

The EPA regulations, which apply at the refinery gate, require “visible evidence of the presence of red dye” to identify high-sulfur fuels that are intended for off-highway use. The presence of dye serves only as an indicator. Detection of dye in fuels in on-highway use triggers measurement of sulfur content. Penalties are assessed based on observed sulfur content, not on the presence of dye. In practice, the EPA regulations require refiners to add a level of Solvent Red 164 dye that is equivalent to no more than 0.75 lb/1000 bbl (ptb) of a solid Solvent Red 26 dye standard.

The more-specific IRS regulations require that tax-exempt high-sulfur and low-sulfur diesel fuels contain (as a minimum) a level of a Solvent Red 164 dye that is spectrally equivalent to 3.9 ptb (11.1 mg/L) of Solvent Red 26 dye standard. Solvent Red 26 is used as the standard because it is a single chemical compound that is available in pure form. Solvent Red 164 is specified for use in commercial products because it is more fuel soluble and less costly than the standard. Despite industry objections, the IRS argues that the high dye level specified is necessary to enable detection even after five-fold dilution of dyed fuel with undyed fuel.

The current federal excise tax on diesel fuel is \$0.244 per gallon. However, certain fuel uses are tax-exempt or subject to a reduced rate. These include: heating, farming, use by state or local governments or nonprofit educational organizations, and boats engaged in fishing or transportation. Dyed diesel fuel may be used only for non-taxable purposes. Anyone who knowingly sells or uses dyed diesel fuel for taxable purposes or who willfully alters the concentration of dye in diesel fuel is subject to a monetary penalty. The 1993 Act gives the IRS authority to enforce the diesel fuel tax, including the authority to inspect terminals, dyes, dyeing equipment, and fuel storage facilities, and to stop, detain and inspect vehicles.

Because the natural color of diesel fuels varies from nearly colorless to amber, red dye concentration cannot be measured accurately by simple visible spectroscopy. To circumvent the difficulty, the IRS, working with the US Air Force Aerospace Laboratory, developed a second derivative visible spectroscopic method (STFL-101A). The computer-facilitated method, which uses the amplitude difference between the definitive second derivative spectrum maximum at 538 nanometers (nm) and the minimum at 561 nm to determine red dye concentration, effectively eliminates interference from the background color of the fuel.

### **2. HOW/WHY DO RED-DYED FUEL VIOLATIONS OCCUR?**

Many people who operate diesel powered automobiles view using off-road fuels as an easy way to circumvent the road tax paid on non-dyed fuels. Their vehicles function fine on the dyed fuel and they buy these fuels with the intent to escape the appropriate state and federal taxes.

The trucking industry (when healthy) typically operates on a profit margin between 2% and 7%. Managers naturally seek out ways in which to decrease overhead costs without reducing their customer services. Fuel is the largest overhead expense for the trucking industry and motor carriers can save 25%-40% of this, their greatest operational expense, by regularly using red-dyed fuels (RDF) in their on-road operations.

This type of tax evasion can easily be accomplished by the use of after-hours credit card payment systems. This road-tax evasion is estimated to cost the state of Minnesota several million dollars each year.

The Minnesota statute is explicit in its prohibition against and the penalties involved in using RDF upon the highways:  
*Excerpted from Minnesota Statutes 296A.22*

**Subdivision 4: Unlawful Use of Dyed Fuel**

- (a) *If any dyed fuel is sold or held for sale by a person for any use which the person knows or has reason to know is not a nontaxable use of the fuel; or if any dyed fuel is held for use or used in a licensed motor vehicle or for any other use by a person for a use other than a nontaxable use and the person knew, or had reason to know, that the fuel was so dyed; or if a person willfully alters, or attempts to alter, the strength or composition of any dye or marking in any dyed fuel, then the person shall pay a penalty in addition to the tax, if any.*
- (b) *Except as provided in paragraph (c), the amount of penalty under paragraph (a) for each act is the greater of \$1,000, or \$10 for each gallon of dyed fuel involved.*
- (c) *With regard to a multiple violation under paragraph (a), the penalty shall be applied by increasing the amount in paragraph (b) by the product of (1) such amount, and (2) the number of prior penalties, if any, imposed by this section on the person, or a related person, or any predecessor of the person or related person.*
- (d) *If a penalty is imposed under this subdivision on a business entity, each officer, employee, or agent of the entity who willfully participated in any act giving rise to the penalty is jointly and severally liable with the entity for the penalty.*

**3. HOW CAN RDF USAGE BE DETECTED?**

With the assistance of DPS's Minnesota State Patrol, Commercial Vehicle Section, the Minnesota Department of Revenue (MnDOR) and the local IRS office have each assessed an estimated \$888,000 in back-taxes and penalties since the original project began as a result of these enhanced RDF tax enforcement activities.

Activities such as routine roadside commercial vehicle/driver safety inspections offer officers an opportunity to obtain a preliminary fuel sample using a pipette. Prior to sampling, the driver is presented with IRS Notice #916 "*Taxable Fuel Inspection Notice*" which details the authority of agents to inspect for RDF usage. The driver also receives an information pamphlet that discusses red-dyed fuel prohibitions and usage penalties.

If the officer is able to visually detect RDF in the pipette sample, a second, evidentiary sample is taken using a hand pump siphon and a *Chain of Custody Control Document* is initiated for this second sample. A *Field Report/Checklist*, documenting driver, vehicle, owner, and carrier information is also begun at this time. A Petrospect Fuel Analyzer has been purchased and is employed for preliminary analysis in the field before the evidentiary sample is drawn. This device has worked to almost entirely eliminate "false positives" when used.

When a positive sample is detected, the driver is further provided with an *Initial Violation Notice* and an *Information Pamphlet* describing sample processing and the possible penalties involved.

Before being released from the site, the driver is advised he/she has 24 hours to completely remove all RDF from the vehicle. The sampling officer forwards the sample to the MnDOR who records and forwards the sample to the local IRS office. The IRS then forwards it to a US Air Force testing laboratory for spectroscopic examination and assessment.

**4. WHAT ENFORCEMENT ACTION CAN BE TAKEN?**

If the testing laboratory confirms the sample contains RDF, then the local IRS office is so notified and the MnDOR or the IRS office initiates a prosecutorial case. Officers from either or both revenue agencies will then make a follow-up visit to the business location. Samples of fuel are taken from all other vehicles on-site, as well as any bulk storage tanks on the premises. Fuel supply records are audited during this visit and compared to vehicle-miles-traveled, among other things, to determine if the business entity is in fact purchasing enough road-taxed fuel to legally operate all of their on-road vehicles. Unpaid road-use taxes and appropriate additional penalties may be assessed by both agencies based upon this follow up audit.

If the taxpayer wishes to appeal the auditors' findings, the case will be moved to the appropriate state or federal tax court for adjudication. Upon a decision or a finding by the court, the case will then be remanded to the respective revenue agencies for collection as necessary.

100% of all road-use tax recovered by the MnDOR is deposited directly into the Minnesota Highway User Tax Distribution Fund. 100% of all road-use tax recovered by the IRS is deposited directly into the Federal Highway Trust Fund.

## **5. PLAN OF ACTION**

During State Fiscal Years (SFY) 2018 and SFY 2019, DPS will continue its symbiotic relationship with the MnDOR to inspect and acquire fuel samples from diesel powered vehicles operated on public roadways throughout the state.

When a retailer has been identified as providing RDF for highway use vehicles the team may determine to pursue surveillance activities to determine which vehicles may be utilizing non-taxed fuel. Often this activity occurs outside normal business hours using credit card payment systems.

Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities. These will typically not be charged against the project budget as they are usually very short intervals and can be viewed as part of the safety inspection activity.

Another 15% of the samples taken will be as a result of specific RDF Enforcement Projects whereby the RDF activities will be the primary reason for the contact and further non-RDF enforcement activities may ensue as a result of the initial contact. These activities will be performed by officers working regularly scheduled shifts (not on an overtime basis). The remaining 15% of the samples will originate from fuel sampling activities performed by officers working RDF-specific activities on overtime. While on overtime, the officers will focus on RDF enforcement activities taking appropriate enforcement action on other violations detected as a result of the RDF project activities. With our inherent lack of staffing and manpower, this will help to ensure that our many other CMV safety related activities will not suffer due to a drain on our personnel resources as a result of the RDF project. DPS will obtain approximately 10,000 fuel samples each year of the project (SFY), and will report quarterly to the granting agency reference project activities and progress.

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**EXHIBIT B  
BUDGET DETAILS**

<b>Description</b>	<b>1<sup>st</sup> Year</b>	<b>2<sup>nd</sup> Year</b>	<b>Total Cost</b>
Regular & Overtime Salaries	\$105,000.00	\$105,000.00	<b>\$210,000.00</b>
Fringe Costs	\$31,000.00	\$31,000.00	<b>\$62,000.00</b>
Travel Costs	\$4,000.00	\$4,000.00	<b>\$8,000.00</b>
Vehicle with Equipment	\$0.00	\$40,000.00	<b>\$40,000.00</b>
Supply/Material Costs	\$3,000.00	\$3,000.00	<b>\$6,000.00</b>
Indirect Costs	\$12,000.00	\$12,000.00	<b>\$24,000.00</b>
<b>TOTAL CONTRACT AMOUNT</b>			<b>\$350,000.00</b>

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**EXHIBIT C  
 INVOICE FORM**

**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_\_% (from Column 6 Progress Report)

Final Invoice?  Yes  No

**Invoice Instructions:**

DPS must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Agreement No. 1027902  
 Agreement Expiration Date: June 30, 2019

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Regular & Overtime Salaries	\$210,000.00			
Fringe Costs	\$62,000.00			
Travel Costs	\$8,000.00			
Vehicle with Equipment	\$40,000.00			
Supply/Material Costs	\$6,000.00			
Indirect Costs	\$24,000.00			
<b>Net Earnings Totals:</b>	<b>\$350,000.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Department of Public Safety

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

Federal Project Number: \_\_\_\_\_  
State Project Number (SP): 0901-70  
Trunk Highway Number (TH): 23  
Project Identification: Deer Creek Stream Design

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and Minnesota Department of Natural Resources (“DNR”).

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 January 31, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 See Exhibit A for a scope of services and deliverables.

**3 Consideration and Payment**

- 3.1 Payment will be made according to the breakdown of costs shown in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to DNR under this Agreement will not exceed \$16,430.00.

**4. Conditions of Payment**

- 4.1. All services provided by DNR under this Agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3 DNR will submit interagency invoices based on actual work performed and approved by the DNR’s Authorized Representative. Invoices will not be more than monthly, unless needed to close out a fiscal year.

**5 Authorized Representatives**

- 5.1 MnDOT’s Authorized Representative will be:  
Name/Title: Roberta Dwyer, Contract Administrator  
Address: 1123 Mesaba Avenue, Duluth, MN 55811  
Telephone: 218-725-2781  
E-Mail: [Roberta.dwyer@state.mn.us](mailto:Roberta.dwyer@state.mn.us)

5.2 MnDOT's Project Manager will be:  
Name/Title: Randy Costley, Project Manager  
Address: 1123 Mesaba Avenue, Duluth, MN 55811  
Telephone: 218-725-2747  
E-Mail: [Randy.costley@state.mn.us](mailto:Randy.costley@state.mn.us)

5.3 DNR's Authorized Representative will be:  
Name/Title: Deserae Hendrickson, Area Fisheries Manager  
Address: 5351 North Shore Drive, Duluth, MN 55804  
Telephone: 218-302-3266  
E-Mail: [deserae.hendrickson@state.mn.us](mailto:deserae.hendrickson@state.mn.us)

**6 Amendments**

6.1 Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this Agreement at any time, with or without cause, upon 15 days' written notice to the other party.

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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: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract (SC) ID No.: 133151

Purchase Order (PO) ID No.: 3000381660

**DNR**

By: James T. Jack

Title: Director FAW

Date: 10-4-17

**MnDOT**

By: \_\_\_\_\_

(with delegated authority)

Title: Assistant Director, Consultant Services

Date: 10/10/2017

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Scope of Services**  
**Deer Creek Stream Restoration**  
**State Project 0901-70**

This project is for the design of stream restoration for approximately 1000 feet of Deer Creek (Bridge 8501) in Carlton County on T.H. 23. The site is at Reference Point (R.P. 324.56) and is approximately 13 miles south of Duluth. The work will take place in Deer Creek from approximately 350 feet upstream of the TH 23 centerline to approximately 650 feet downstream of the TH 23 centerline. This work is partially on State Right of way, and partially on DNR property (Blackhoof Wildlife Management Area).

The DNR tasks will include:

- Project Management (Source Code 1010) – project management will include reporting, communicating, invoicing and overall administration. Communication will include regular updates to the State Project Manager. DNR will attend a kick off meeting in Duluth prior to the start of any work.
- Design Survey Work (Source Code 1040) – the DNR will complete the necessary field survey work needed for the design plans.
- Plan Development (Source Code 1250) – the DNR will complete a plan for the stream restoration design. The stream restoration design will use the Natural Channel Design (according to the Dave Rosgen method of natural channel design). A Professional Engineer licensed in Minnesota will sign the plans. The plans will be developed in accordance with MnDOT Standard Specifications using MnDOT standard Transport Bid Items. The State Project Manager will have review and approval of the plan.
- Provide an engineer’s estimate in excel format for each submittal above.
- The DNR will be responsible for producing the Special Provisions for unique items in this project not covered in the MnDOT Standard Specifications for Construction. Each provision will contain a description, materials, construction requirements, method of measurement, and basis of payment for each item. Deletions from, and additions to, Standard Specifications will be written and included as necessary. An electronic draft copy will be submitted to State for review along with the 90%, 95% and 100% Final Design plans submittal.

Work for the survey and design will begin upon agreement execution. Plan will be prepared and submitted for review according to the following schedule:

- 30% plan on Feb 1, 2018
- 60% plan on March 30, 2018
- 90% plan on June 22, 2018
- 95% plan on July 6, 2018
- 100% plan on July 17, 2018

## Exhibit B Budget

<u>Design Costs</u>	<u>Hrs</u>	<u>Cost/Hr</u>	<u>Phase Cost</u>
Project Kick Off Meeting	3	\$ 106.00	\$ 318.00
Additional Survey	16	\$ 106.00	\$ 1,696.00
Survey Drafting	12	\$ 106.00	\$ 1,272.00
Concept Design	20	\$ 106.00	\$ 2,120.00
Concept Design Review	4	\$ 106.00	\$ 424.00
Preliminary Design	40	\$ 106.00	\$ 4,240.00
Preliminary Design Review	4	\$ 106.00	\$ 424.00
Final Design	40	\$ 106.00	\$ 4,240.00
Final Design Review	4	\$ 106.00	\$ 424.00
Specificationa Preparation	8	\$ 106.00	\$ 848.00
Bid Assistance	2	\$ 106.00	\$ 212.00
Bid Assistance	2	\$ 106.00	\$ 212.00
			<b>\$ 16,430.00</b>

STATE OF MINNESOTA AGENCY AGREEMENT  
BETWEEN  
DEPARTMENT OF TRANSPORTATION  
AND  
DEPARTMENT OF NATURAL RESOURCES  
FOR FEDERAL PARTICIPATION IN CONSTRUCTION  
FOR  
S.P. 092-060-006; M.P. TA 3817(252)

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This agreement is entered into by and between DEPARTMENT OF NATURAL RESOURCES ("MNDNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Pursuant to Minnesota Statutes Section 161.36, the MNDNR desires MnDOT to act as the MNDNR's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds. The MNDNR is proposing a federal aid project to make improvements to the Caribou Rest Area adjacent to the Gitchi Gami Trail, hereinafter referred to as the "Project(s)"; and

The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 090-060-006, and in Federal Highway Administration ("FHWA") records as Minnesota Project TA 3817(252); and

The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE MNDNR.

A. DESIGNATION. The MNDNR designates MnDOT to act as its agent to accept and disburse federal funds made available for the Project. For details on the procedures to follow see: <http://www.dot.state.mn.us/stateaid/dcp/dcpchecklist.htm>.

B. STAFFING.

1. The MNDNR will designate a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. If MNDNR elects to use a private consultant for engineering services, the MNDNR will provide a qualified, full-time public employee of the MNDNR, to be in responsible charge of the Project. The services of the MNDNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the MNDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MNDNR from its primary responsibility for performance of the work.

2. During the progress of the work on the Project, the MNDNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the MNDNR will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
  3. The MNDNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project.
- C. LETTING. The MNDNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
1. The MNDNR will solicit bids after obtaining written notification from MnDOT that the Federal Highway Administration ("FHWA") has authorized the Project. Any Project advertised prior to authorization will not be eligible for federal reimbursement.
  2. The MNDNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
  3. The MNDNR will prepare and publish the bid solicitation for the Project as required by state and federal laws. The MNDNR will include in the solicitation the required language for federal-aid contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders. The solicitation will state where the MNDNR will receive the sealed bids.
  4. The MNDNR may not include other work in the contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project.
  5. The MNDNR will prepare and sell the plan and proposal packages and prepare and distribute any addendums, if needed.
  6. The MNDNR will receive and open bids.
  7. After the bids are opened, the MNDNR governing body will consider the bids and will award the contract as required by state and federal laws, or reject all bids. If the bid contains a goal for Disadvantaged Business Enterprises, the MNDNR will not award the contract until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Equal Employment Opportunity Office.

D. CONTRACT ADMINISTRATION.

1. The MNDNR will prepare and execute a construction contract with the Contractor, in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction.
2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the MNDNR Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.
3. The MNDNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the MNDNR to be performed pursuant to this agreement may not be assigned, sublet, or transferred unless the MNDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MNDNR from its primary responsibility for performance of the work.
4. The MNDNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
5. The MNDNR will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The MNDNR will notify MnDOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
6. The MNDNR may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into supplemental agreement(s) with the individual, firm, or corporation contracting for and undertaking prosecution of the prescribed work (hereinafter "Contractor"). The MNDNR will not be reimbursed for any costs of any work performed under a supplemental agreement unless MnDOT has notified the MNDNR that the subject work is eligible for federal funds and sufficient federal funds are available.
7. The MNDNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
8. The MNDNR will prepare reports, keep records, and perform work so as to enable MnDOT to collect the federal aid sought by the MNDNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The MNDNR will retain all records and reports in accordance with MnDOT's record retention schedule for federal aid projects.
9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

E. PAYMENTS FOR CONSTRUCTION OF THE PROJECT.

1. The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the MNDNR. The MNDNR will pay any part of the cost or expense of the Project that is not paid by federal funds.
2. The MNDNR will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the amount of each partial estimate. Following certification of the partial estimate, the MNDNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
3. Following certification of the partial estimate, the MNDNR may request reimbursement for costs eligible for federal funds. The MNDNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
4. Upon completion of the Project, the MNDNR will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the MNDNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
5. Following certification, by the Project Engineer, of the final estimate, the MNDNR may request reimbursement for costs eligible for federal funds. The MNDNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.

F. LIMITATIONS.

1. The MNDNR must comply with all applicable Federal, State, and local laws, ordinances, and regulations.
2. Nondiscrimination. It is the policy of the FHWA and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the prescribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the MNDNR to carry out the above requirements.
3. Workers' Compensation. Any and all employees of the MNDNR or other persons while engaged in the performance of any work or services required or permitted by the MNDNR under this agreement will not be considered employees of MnDOT,

and any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, will in no way be the obligation or responsibility of MnDOT. The MNDNR will require proof of Workers' Compensation Insurance from any contractor and sub-contractor.

4. **Utilities.** The MNDNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.
- G. **AUDIT.**
1. The MNDNR will comply with the Single Audit Act of 1984 and Office of Management and Budget (OMB) circular A-133 including amendments and successors thereto, which are incorporated herein by reference.
  2. As provided under Minnesota Statutes Section 16C.05, subdivision 5, all books, records, documents, and accounting procedures and practices of the MNDNR are subject to examination by the United States Government, MnDOT, and either the Legislative Auditor or the State Auditor as appropriate, for a minimum of six years. The MNDNR will be responsible for any costs associated with the performance of the audit.
- H. **MAINTENANCE.** The MNDNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.
- I. **CLAIMS.** The MNDNR acknowledges that MnDOT is acting only as the MNDNR's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The MNDNR will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any ultra vires acts. The MNDNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The MNDNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.
- J. **Federal Funding Accountability and Transparency Act (FFATA).** This Agreement requires the MNDNR to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The MNDNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the MNDNR provides information to the MnDOT as required.

The MNDNR shall comply with the following:

1. **Reporting of Total Compensation of the MNDNR's Executives.**
  - a. The MNDNR shall report the names and total compensation of each of its five most highly compensated executives for the MNDNR's

Agreement no. 1027942

preceding completed fiscal year, if in the MNDNR's preceding fiscal year it received:

- i. 80 percent or more of the MNDNR's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

- b. Total compensation means the cash and noncash dollar value earned by the executive during the MNDNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

2. The MNDNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
3. The MNDNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the

Agreement no. 1027942

plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>

4. The MNDNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the MNDNR unless and until the MNDNR is in full compliance with the above requirements.

## II. DUTIES OF MnDOT.

A. ACCEPTANCE. MnDOT accepts designation as Agent of the MNDNR for the receipt and disbursement of federal funds and will act in accordance herewith.

### B. PROJECT ACTIVITIES.

1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.
2. MnDOT will provide to the MNDNR copies of the required Federal-aid clauses to be included in the proposal solicitation and will provide the required Federal-aid provisions to be included in the Proposal.
3. MnDOT will review and certify the DBE participation and notify the MNDNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then MNDNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the MNDNR must make up any shortfall.
4. MnDOT will provide the required labor postings.

### C. PAYMENTS.

1. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2.
2. MnDOT will review and certify each partial pay request. Following certification of the partial estimate, MnDOT will reimburse the MNDNR, from said federal funds made available to the Project, for each partial payment request, subject to the availability and limits of those funds.
3. Upon completion of the Project, the MNDNR will prepare a final payment request in accordance with the terms of this agreement. MnDOT will review and certify the final payment request with a final audit.
4. In the event MnDOT does not obtain funding from the FHWA or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the MNDNR may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.

- D. **AUTHORITY.** MnDOT may withhold federal funds, if MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.
  - E. **INSPECTION.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The MNDNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of seven years following the closing of the construction contract.
- III. **AUTHORIZED REPRESENTATIVES.** Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.
- A. The MNDNR authorized representative is Jon Hendrickson, Principal Engineer, MNDNR, 1568 Highway 2, Two Harbors, MN 55804, or his successor.
  - B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, Mail Stop 500, St Paul, MN 55155, phone 651.366.3822, or her successor.
- IV. **TORT LIABILITY.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- V. **ASSIGNMENT.** Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. **AMENDMENTS.** Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. **AGREEMENT EFFECTIVE DATE.** This agreement is effective upon execution by the appropriate State officials pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. **CANCELLATION.** This agreement may be canceled by the MNDNR or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the MNDNR as set forth in this Agreement. In the event of such a cancellation the MNDNR will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of cancellation subject to the terms of this agreement.
- IX. **DATA PRACTICES ACT.** The parties will comply with the provisions of the Minnesota Government Data Practices Act (Minnesota Statutes chapter 13) as it applies to all data gathered, collected, created, or disseminated related to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

MNDNR

MNDNR certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: [Signature]

Date: 5/10/2017

Title: Deputy Director

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: Director, State Aid for Local Transportation

Date: 5-19-2017

Mn/DOT Contract Management  
COMMISSIONER OF ADMINISTRATION

By: [Signature]

Date: 5-19-2017

con  
05/10/17

THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
INTERAGENCY MASTER PARTNERSHIP CONTRACT

This interagency master partnership contract is between the Minnesota Department of Transportation in "MnDOT" and the Department of Natural Resources "DNR" acting through their respective commissioners.

**Recitals**

1. MnDOT and DNR are authorized to enter into this contract by Minn. Stat. §§ 84.026, 161.20, 471.59 and 174.02, Subd. 6.
2. Under Minn. Stat. § 174.02, subdivision 6, the Commissioner of Transportation may enter into contracts 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. MnDOT and DNR wish to enter into a cooperative contract for exchange of services and equipment on mutually beneficial terms set forth in their respective rights and duties. The departments are willing to accommodate reasonable requests subject to the terms and conditions contained in this contract.
4. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
5. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
6. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Partnership Contract**

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on the date last signed by DNR, and all MnDOT officials as required under Minn. Stat. § 16C.05, subd. 2.
  - 1.2. A party must not accept work under this Contract until it is fully executed.
  - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.
  - 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both MnDOT and DNR) for each particular engagement, except for Technical Services provided by MnDOT to DNR as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. DNR understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
  - 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 13. Liability; 14. Audit; 15. Government Data Practices, 16. Workers'

Compensation, 17. Dispute Resolution, 18. Termination and 19. Additional Terms. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.

- 1.6. **Sample Work Order.** A sample work order contract is available upon request from MnDOT.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by MnDOT for DNR and vice versa. These services may be performed by MnDOT for DNR without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. DNR may request MnDOT to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a MnDOT lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by MnDOT. MnDOT will promptly inform DNR if MnDOT will be unable to perform the requested Technical Services. Otherwise, MnDOT will perform the Technical Services in accordance with MnDOT's normal processes and practices, including scheduling practices taking into account the availability of MnDOT staff and equipment.
- 2.3. All DNR requests and invoices should be sent to the DNR Requestor and DNR Authorized Representative, Kim Montgomery, 651-259-5567, [kim.montgomery@state.mn.us](mailto:kim.montgomery@state.mn.us) or successor.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, MnDOT will charge DNR MnDOT's then-current rate for performing the Technical Services. The then-current rate may include MnDOT's normal and customary additives. MnDOT will invoice DNR upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by MnDOT during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) architecture, landscape architecture, engineering services, surveying, foundation recommendations and reports, planning and feasibility studies, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, construction administration and management services graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway and other types of construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including MnDOT projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, MnDOT and DNR will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. MnDOT will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. DNR will not be paid for work performed prior to execution of a work order contract and authorization by MnDOT.

#### 4. **Responsibilities of the Providing Party**

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify a Project Manager for each party. Each party's Project Manager is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned,

sublet, or transferred unless approved in writing by the Requesting Party's Project Manager. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If DNR is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from MnDOT, pursuant to Minn. Stat. Section 161.39. The work order Contract will require DNR to deposit payment in advance. The costs and expenses will include the current MnDOT additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
  - 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
  - 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and MnDOT laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and MnDOT laws and regulations.
- 4.2. ***Additional Terms for Roadway Maintenance.*** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use MnDOT-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.

## 5. **Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. MnDOT will provide to DNR copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for MnDOT Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).

5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

## 6. Time

In the performance of project work under a work order contract, time is of the essence.

## 7. Consideration and Payment

7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. MnDOT's normal and customary additives will apply to work performed by MnDOT, unless otherwise specified in the work order. MnDOT's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

7.2. **MnDOT's Maximum Obligation.** The total compensation to be paid by MnDOT to DNR under all work order contracts issued pursuant to this MPC will not exceed \$1,000,000.00.

7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where MnDOT agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from MnDOT District Office. All travel expenses must be filed for reimbursement within 30 days of the service. DNR will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received MnDOT's prior written approval for such travel.

### 7.4. Payment.

7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

#### 7.4.2. Payment by MnDOT.

7.4.2.1. DNR will create and enter an invoice in SWIFT.

7.4.2.2. MnDOT will make payment using the bilateral netting process in SWIFT.

#### 7.4.3. Payment by DNR.

7.4.3.1. MnDOT will create and enter an invoice in SWIFT.

7.4.3.2. DNR will make payment using the bilateral netting process in SWIFT.

## 8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Project Manager and in accordance with all applicable federal and MnDOT laws, rules, and regulations. The Providing Party will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal or State law.

## 9. Authority to Execute Work Order Contracts

9.1. Work Orders will signed by MnDOT and DNR representatives with the appropriate delegation of authority. A copy of the delegation will be provided with the work order.

## 10. DNR's Authorized Representative and Project Manager;

10.1. DNR's Authorized Representative for administering this master contract is:

Name:	Kim Montgomery
Title:	State Program Administrator Coordinator
Agency Name:	DNR

Street Address: Box 10 500 Lafayette Rd  
 City, State Zip St Paul, MN 55155-4010  
 Phone: 651-259-5567  
 Email Address: Kim.montgomery@state.mn.us

10.2. DNR's Project Manager will be identified in each work order contract.

11. **MnDOT's Authorized Representative and Project Manager**

11.1. MnDOT's Authorized Representative for this master contract is.

Name: Susan Berndt  
 Title: Partnership Coordinator  
 Agency Name: MnDOT  
 Street Address: 395 John Ireland Blvd, MS130  
 City, State Zip St Paul, MN 55155-1899  
 Phone: 651-366-3009  
 Email Address: Susan.berndt@state.mn.us

11.2. MnDOT's Project Manager will be identified in each work order contract.

12. **Assignment, Amendments, Waiver, and Contract Complete**

12.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.

12.2. **Amendments.** Any amendment to this master contract or any work order contract 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 contract, or their successors in office.

12.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.

12.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between MnDOT and DNR. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

13. **Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law.

14. **Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by MnDOT Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

15. **Government Data Practices**

DNR and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DNR under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either DNR or MnDOT.

16. **Workers' Compensation**

Each party will be responsible for its own employees for any workers compensation claims.

17. **Dispute Resolution**

If any disputes arise concerning this Contract, the parties will endeavor to resolve the disputes at a district/region staff level as promptly and informally as possible. Disputes that cannot be resolved promptly and amicably will be promptly escalated up the agency chain of command.

18. **Termination**

- 18.1. *Termination for Convenience by Either Party.* A party may cancel this contract at any time, with or without cause, upon 30 days written notice to the other party. Upon termination, a party will be entitled to payment, determined on a quantum meruit basis for work properly due.
- 18.2. *Termination for Insufficient Funding.* A party may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding or staffing cannot be continued at a level sufficient to allow for the provision of services covered here. Termination must be by written notice via email or fax. A party will be entitled to payment, determined on a prorated basis for sums properly due, to the extent funds are available.

19. **Additional Provisions**

- 19.1. *Exhibits.* Exhibit A is attached and incorporated into this Contract.
- 19.2. *Interchange of Government Employees.* If any provision of this Contract is inconsistent with Minnesota Statutes § 15.51 and what follows, then the statute will control to the extent of such inconsistency.
- 19.3. *Special Terms for Equipment Use.* If the work agreed upon involves the use of a party's equipment by employees of the other party, the following will apply, unless otherwise agreed to in writing:
- 19.3.1. The equipment user will be responsible for routine maintenance and repairs of the equipment while in possession of the user. Maintenance will be performed in accordance with, and at intervals indicated by, the manufacturer's specifications.
- 19.3.2. The equipment user will be responsible for repairing equipment that breaks down while in the possession of the user, to the extent that such breakdown is attributable to the equipment user's use of that equipment, and not attributable to the equipment owner's failure to properly maintain the equipment. The equipment owner will be responsible for major repairs and/or overhauls unless the major repair and/or overhaul is the result of the equipment user's misuse of the equipment, or failure to perform routine maintenance and repairs.
- 19.3.3. The equipment user will be liable for its own acts and omissions, and the results thereof related to the use of the equipment, to the extent authorized by Minnesota Statutes §3.76 and other applicable law.

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**DNR**

DNR certifies that the appropriate person(s) have executed the contract on behalf of DNR as required by applicable ordinance, resolution, or charter provision.

By: *[Signature]*  
Title: ADMINISTRATOR  
Date: 7-20-17

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: *[Signature]*  
(with delegated authority)  
Title: Assistant Commissioner or Assistant Division Director  
Date: 7/21/17

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: *[Signature]*  
Date: 7/21/17

**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector's sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

If a source code is not on this list, a work order is needed.

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MPC Program FY 2017-2022  
**Exhibit A - Table of Tech Serv**  
 Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

**If a source code is not on this list, a work order is needed.**

**Exhibit A - Table of Tech Serv**

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

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MPC Program FY 2017-2022  
**Exhibit A - Table of Tech Serv**  
 Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.

MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
COMMISSIONER'S DELEGATION/RESCISSON OF AUTHORITY  
ORDER NUMBER 2090

This document is a public record and is available for public inspection.

**1. DEPARTMENT (AGENCY, BUREAU, ETC.)**  
Department of Natural Resources

**2. NAME OF DESIGNEE (INCLUDE TITLE)**  
Management Resources Administrator/Capital Improvements  
Director  
Division of Operations Services

**3. PERSON DELEGATING/RESCINDING (INCLUDE TITLE)**  
Tom Landwehr  
Commissioner  
Department of Natural Resources

**4. CHOOSE ONE OF THE FOLLOWING ACTIONS:**

I hereby **DELEGATE** the powers and/or duties listed in No. 6 to the above named designee, effective April 2 2013  
Month Day Year

I hereby **RESCIND** Delegation Order Number 1034 effective: April 2 2013  
Month Day Year

**5. AUTHORITY CITED:** \_\_\_\_\_ Pursuant to: Minn. Stat. § 15.06, subd. 6 \_\_\_\_\_ Pursuant to: Minn. Stat. § 16C.03, subd. 16  
(Please check all that apply)  
 Pursuant to: Minn. Stat. §§ 84.01, subd. 3, 84.083, subd. 1 and other applicable law

**6. IF YOU ARE DELEGATING POWERS AND/OR DUTIES, MARK THE APPROPRIATE LINE(S) BELOW.**

\_\_\_\_\_ EXECUTE CONTRACTS (Provide details below) \_\_\_\_\_ SIGN PURCHASING DOCUMENTS (Provide details below)  
 OTHER (Provide details below)

**DETAILS:**

I hereby delegate and authorize the Management Resources Administrator/Director of Capital Improvements within the Operations Services Division of the Minnesota Department of Natural Resources, all the powers, duties, and responsibilities vested in and imposed upon the Commissioner of Natural Resources by law pertaining to the Section of Management Resources in the Division of Operations Services including, but not limited to, those found in Minn. Stat. Ch. 84, except those duties and responsibilities expressly and by necessary implication delegated to the following: [continued on the reverse side]

**7. SIGNATURES**

/s/Tom Landwehr 04/10/13  
DELEGATING/RESCINDING AUTHORITY DATE

N/A  
DESIGNEE

**8. ORIGINALS TO:**  
Secretary of State  
DNR Office of Management and Budget Services  
**COPIES TO:**  
Attorney General/ Division of Natural Resources  
Commissioner of Natural Resources  
Designee

Reserved for use by the Secretary of State

Continued from No. 6 on reverse side:

1. The Deputy Commissioner pursuant to the current Commissioner's appointment
2. The Assistant Commissioner for Public Engagement pursuant to the current Commissioner's appointment and delegation for that position; and
3. The Assistant Commissioner for the Divisions of Forestry, Land & Minerals, and Ecological & Water Resources pursuant to the current Commissioner's appointment and delegation for that position; and
4. The Assistant Commissioner for Community Relations and Regional Operations pursuant to the current Commissioner's appointment and delegation for that position; and
5. The Regional Directors for the various regions pursuant to the current Commissioner's appointment and delegation for that position.

In exercising the powers and duties so delegated, the designee is hereby further delegated the authority to sign purchase requisitions, deposit slips, personnel forms, Minnesota Retirement System forms, contracts, budget and fiscal forms, requests for access to the accounting system, and miscellaneous forms and documents which are within the scope of the designee's powers, duties and authority; however, such delegated authority does not include the authority to sign documents regarding real estate transactions including, but not limited to, acquisitions, condemnations, sales, vacations, leases and easements; provided, however, the designee is authorized to sign leases for Department facilities and non-state owned property for use by the Department.

The designee also has the following additional delegated authority regarding the Management Resources Section:

1. Direction of materials management functions, including management of the Department's fixed and consumable assets, and surplus property acquisition and disposal.
2. Management of the Department headquarters building, including negotiation and management of the terms of the lease.
3. Authority to sign architectural and engineering drawings; Occupational Safety and Health Act (OSHA) statistical reports; hazardous waste manifests; first report of injury forms; accident investigation reports; radio frequency authorization requests; motor vehicle titles and transfers; and applications for necessary permits, variances, and other documents required for construction, maintenance, and repair projects.

The designee is also authorized to review, approve or reject, and execute contracts grants and other documents associated with capital improvement projects for all Divisions in the Department of Natural Resources.

All of the above delegated powers, duties and responsibilities shall be exercised or performed by the designee in the designee's own name. Such powers, duties, and responsibilities are delegated to the designee subject to my supervision and control and to the supervision and control of the Deputy Commissioner and the Director of Operations Services.

All documents described above heretofore, signed by the designee as Management Resources Administrator/Capital Improvements Director from July 1, 2011, are hereby ratified and confirmed.

DATE: April 2, 2013

Delegation Order # 2090

Name or Title of Delegation Order: **Management Resources Administrator/Capital  
Improvements Director  
Division of Operations Services**

Corresponding Position Control Number(s) for this delegation order:

1. 00120480 (Kent Lokkesmoe)

Description	TA98 #Proj. ID
DNR - LAKE LOUISE	TA98911
DNR - OHV	TA98912
DNR - ST CROIX	TA98913
DNR - TETTEGOUCHE	TA98914

MNDOT Employees. Please be aware that each bridge has a different TA98#/Project ID for timesheets and use the Description in the remarks section of your timesheet along with Bridge Inspection.

STATE OF MINNESOTA  
 WORK ORDER UNDER  
 MASTER PARTNERSHIP CONTRACT

<b>Project Description:</b>	DNR Fracture Critical Bridge Inspections
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This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184. This Work Order contract is between the Minnesota Department of Transportation "MnDOT" and the Department of Natural Resources "DNR" acting through their respective commissioners, and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

**Work Order Contract**

**Article 1 Term of Work Order Contract; Incorporation of Exhibits:**

1. Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by MnDOT, pursuant to Minnesota Statutes Section 16C.05, subdivision 2.
2. Expiration date: This Work Order Contract will expire on June 30, 2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
3. Exhibits: Exhibit A is attached and incorporated into this Work Order Contract.

**Article 2 Nature of Work:**

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
  - Construction Administration
  - Emergency Services
  - Professional/Technical Services
  - Roadway Maintenance

**Article 3 Scope of Work:**

- 3.1 MnDOT will perform services under this Work Order summarized generally as follows: MnDOT will perform the tasks and provide the deliverables described in Exhibit A.

**Article 4 Items provided or completed by the DNR.**

- 4.1 The following will be provided or completed by the DNR:  
 List of fracture critical bridges required for inspections. See Exhibit A.

**Article 5 Consideration of Payment:**

- 5.1 The DNR will pay for all services performed by MnDOT on an actual cost basis as follows:
  - 5.1.1 The following items will be reimbursable at their actual cost to MnDOT:
    - 5.1.1.1 Materials and supplies reasonably needed to perform the work; the current materials handling overhead rate will be added to materials and supplies issued out of inventory; and
    - 5.1.1.2 Equipment needed to perform the work, at its rental rate as established by MnDOT; and
    - 5.1.1.3 Actual and reasonable costs of consultants and contractors engaged to perform the work; and

5.1.1.4 Actual salary costs incurred by MnDOT, at the normal rate of pay plus reasonable and customary labor additives.

5.1.1.5 Travel expenses reasonably and necessarily incurred in the performance of the work. Such travel expenses will be subject to the limitations contained in the "Minnesota Department of Transportation Travel Regulations/Policy" in effect at the time the work is performed. Travel expenses must be filed within 30 days of the inspection.

5.1.2 MnDOT must, upon request of the DNR, provide documentation showing a breakdown of costs claimed.

5.2 The DNR's obligation for all compensation and reimbursements to MnDOT is \$195,000.00.

## **Article 6 Payment**

6.1 Payment by MnDOT.

6.1.1 MnDOT will create and enter an invoice in SWIFT.

6.1.2 DNR will make payment using the bilateral netting process in SWIFT.

## **Article 7 DNR's Project Manager:**

7.1 The DNR's Project Manager for this Work Order is:

Name:	Paul Ouren
Title:	Principal Bridge Engineer
Agency Name:	Department of Natural Resources
Street Address:	1601 Minnesota Drive
City, State Zip:	Brainerd, MN 56401
Phone:	218.203.4387
Email Address:	Paul.ouren@state.mn.us

7.2 The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

## **Article 8 MnDOT's Project Manager:**

8.1 MnDOT's Project Manager, for this Work Order is:

Name:	Scott Theisen
Title:	ES - Bridge Const & Maint. Section
Office/Location:	MnDOT Bridge Office
Street Address:	3485 Hadley Ave N
City, State Zip:	Oakdale, MN 55128
Phone:	651-366-4475
Email Address:	scott.a.theisen@state.mn.us

8.2 MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

## **Article 9 Termination.**

9.1 Termination by MnDOT or DNR. The DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

9.2 Termination for Insufficient Funding. If MnDOT is the DNR, MnDOT may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide the DNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

MnDOT Contract # 1028184W01

DNR

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: Kent Lockerman  
Title: ADMINISTRATOR  
Date: 8-4-17

COMMISSIONER OF TRANSPORTATION

By: Anna Zabr  
Title: Assistant Commissioner or Assistant Division Director  
Date: 8/11/17

Mn/DOT Contract Management

~~COMMISSIONER OF ADMINISTRATION~~

By: [Signature]  
Title: Asst Chief Counsel  
Date: 8-3-2017

Ken  
Contract # 129739  
PO # 3-120856.  
8/10/17.

## EXHIBIT A - STANDARD TERMS

## STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. MnDOT will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through MnDOT State Aid Division or on MnDOT website, [www.dot.state.mn.us](http://www.dot.state.mn.us)
2. MnDOT will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. MnDOT will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of MnDOT to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by DNR. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.
  - 1) DNR and MnDOT are both responsible for **maintenance and inspection of bridges** within their respective jurisdictions and, as part of such responsibility, are required by the National Bridge Inspection Standards (CFR 23 Section 650 Subpart C) to perform hands-on/in-depth inspections of fracture critical bridges on a biannual basis; and MnDOT presently employs qualified bridge inspectors who are trained in performing hands-on/in-depth inspections of fracture critical bridges; and within the DNR road network there are 4 bridges that are classified as fracture critical.

Scope of Work

- A) DNR will provide MnDOT with the list of fracture critical bridges required for inspections. See below.
- B) Prior to performing any inspections, MnDOT will review previous inspection reports and as-built drawings of the bridges provided by DNR.
- C) DNR will contact MnDOT with a proposed schedule of inspection dates and discuss measures for necessary traffic control to perform the work. Traffic control will be provided by MnDOT. Any necessary flaggers needed for railroad overpass shall be scheduled and paid for by MnDOT. Scheduling will be proposed in conjunction with other inspections in the geographic area so as to minimize inspection costs. Routine inspection of "non-fracture critical elements" will also be performed by MnDOT at no extra cost during these inspections.
- D) DNR may have personnel available to provide assistance in performing the inspections at their convenience.
- E) MnDOT will provide necessary equipment including under bridge inspection vehicles, ladders, scaffolding, hoats etc.
- F) Inspections will be performed by qualified Level II bridge inspectors with advanced training and experience in performing hands-on/in-depth inspections on fracture critical bridges.
- G) When necessary, bridge inspectors will perform non-destructive testing to determine remaining cross sectional area of steel components, determine soundness of pins and determine the presence of cracks in steel components.
- H) Inspections will be performed and documented in accordance with NBIS regulations.
- I) Critical findings will be reported to DNR within 24 hours.
- J) An inspection report will be provided to DNR within 30 days of completion of the inspections documenting condition of bridge components and any recommended follow-up actions.
- K) DNR maintains responsibility for NBIS reporting to MnDOT as to condition of all bridges carrying public traffic. This responsibility includes performing quality control review by a registered professional engineer for all inspections performed on bridges within DNR jurisdiction.

- L) Bridges may be added or deleted from the scope of this agreement at DNR's request. No inspection work shall begin until written approval is given by DNR.
- M) DNR and MnDOT will meet in January each year to review the below DNR Fracture Critical Bridge Summary and, if needed, add or modify (modifications must be made by amendment) and review current charges and estimates for the year. MnDOT will facilitate these meetings.
- N) **Invoices** for the inspections including travel expense should be submitted within 30 days after submittal of the final inspection report. Invoices should include detailed information such as Bridge Number, Dates Inspected, and Total Cost. Any work that is not within the below or approved in writing by the DNR will not be approved for payment.

REGION	COUNTY	DIVISION	BRIDGE NO.	COMMENTS	COST
2	Lake	Parks	3459	Tettegouche State Park	\$13,000.00
2	Pine	Parks	58549	St. Croix State Park	\$4,000.00
2	St. Louis	Trails	69657	Gilbert OHV	\$9,000.00
4	Mower	Parks	R0529	Lake Louise State Park	\$13,000.00

The total obligation to DNR will not exceed \$195,000.00 for all bridge inspections.

**Estimated inspection schedule will be as follows:**

- FY 18: St. Croix State Park – August 2017  
 Gilbert OHV – September 2017
- FY 19: Lake Louise State Park – October 2018  
 Tettegouche State Park – May 2018
- FY 20: St. Croix State Park – August  
 Gilbert OHV – September
- FY 21: Lake Louise State Park – October  
 Tettegouche State Park – May
- FY 22: St. Croix State Park – August  
 Gilbert OHV – September

**AMENDMENT # 01 TO MnDOT Master Partnership Work Order) #: 1028184W01.**

Contract Start Date:	08/03/2017	Original Contract Amount:	\$195,000.00
Orig. Contract Exp. Date:	06/30/2022	Prev. Amendment(s) Total:	NA
Amended Exp. Date :	NA	Current Amendment Amount:	NA
		Current Contract Total:	\$195,000.00

Project Identification: DNR Fracture Critical Bridge Inspections

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources (DNR) through their respective Commissioners.

**Recitals**

1. MnDOT has a contract with the DNR identified as MnDOT Contract No. 1028184W01 ("Original Contract") to provide bridge inspection services for certain fracture critical bridges.
2. The Roseau River WMA Truss Bridge has been added to DNR's list of fracture critical bridges and must be inspected on a regular basis.
3. The MnDOT and the DNR 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 Work Order Contract; Incorporation of Exhibits, subarticle 3, is amended as follows:

3. Exhibits: Exhibit A-1 is attached and incorporated into this Work Order Contract.

**REVISION 2.** Article 3 "Scope of Work" is amended as follows:

- 3.1 MnDOT will perform services under this Work Order summarized generally as follows: MnDOT will perform the tasks and provide the deliverables described in Exhibit A-1.

**REVISION 3.** Article 4 "Items provided or completed by the DNR" is amended as follows:

- 4.1 The following will be provided or completed by the DNR:

List of fracture critical bridges required for inspections. See Exhibit A-1.

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 INTENTIONALLY BEEN LEFT BLANK]**

**DNR**

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: Kent Lockwood

Title: ADMINISTRATOR

Date: 7-26-18

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Kevin Montgomery

Date: 7/26/18

SWIFT Contract # 129739

SWIFT Purchase Order # 3-120856

**COMMISSIONER OF TRANSPORTATION**

By: Ann Sabo

Title: Asst/Division Director - Ops

Date: 8/14/18

*MnDOT Contract Management*

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]

Date: 8/2/2018

## EXHIBIT A-1 – STANDARD TERMS

**STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES**

1. MnDOT will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through MnDOT State Aid Division or on MnDOT website, www.dot.state.mn.us
2. MnDOT will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. MnDOT will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of MNDOT to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by DNR. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.
- 1) DNR and MnDOT are both responsible for **maintenance and inspection of bridges** within their respective jurisdictions and, as part of such responsibility, are required by the National Bridge Inspection Standards (CFR 23 Section 650 Subpart C) to perform hands-on/in-depth inspections of fracture critical bridges on a biannual basis; and MnDOT presently employs qualified bridge inspectors who are trained in performing hands-on/in-depth inspections of fracture critical bridges; and within the DNR road network there are 4 bridges that are classified as fracture critical.

Scope of Work

- A) DNR will provide MnDOT with the list of fracture critical bridges required for inspections. See below.
- B) Prior to performing any inspections, MnDOT will review previous inspection reports and as-built drawings of the bridges provided by DNR.
- C) DNR will contact MnDOT with a proposed schedule of inspection dates and discuss measures for necessary traffic control to perform the work. Traffic control will be provided by MnDOT. Any necessary flaggers needed for railroad overpass shall be scheduled and paid for by MnDOT. Scheduling will be proposed in conjunction with other inspections in the geographic area so as to minimize inspection costs. Routine inspection of "non-fracture critical elements" will also be performed by MnDOT at no extra cost during these inspections.
- D) DNR may have personnel available to provide assistance in performing the inspections at their convenience.
- E) MnDOT will provide necessary equipment including under bridge inspection vehicles, ladders, scaffolding, boats etc.
- F) Inspections will be performed by qualified Level II bridge inspectors with advanced training and experience in performing hands-on/in-depth inspections on fracture critical bridges.
- G) When necessary, bridge inspectors will perform non-destructive testing to determine remaining cross sectional area of steel components, determine soundness of pins and determine the presence of cracks in steel components.
- H) Inspections will be performed and documented in accordance with NBIS regulations.
- I) Critical findings will be reported to DNR within 24 hours.
- J) An inspection report will be provided to DNR within 30 days of completion of the inspections documenting condition of bridge components and any recommended follow-up actions.
- K) DNR maintains responsibility for NBI reporting to MnDOT as to condition of all bridges carrying public traffic. This responsibility includes performing quality control review by a registered professional engineer for all inspections performed on bridges within DNR jurisdiction.
- L) Bridges may be added or deleted from the scope of this agreement at DNR's request. No inspection work shall begin until written approval is given by DNR.

- M) DNR and MnDOT will meet in January each year to review the below DNR Fracture Critical Bridge Summary and, if needed, add or modify (modifications must be made by amendment) and review current charges and estimates for the year. MnDOT will facilitate these meetings.
- N) **Invoices** for the inspections including travel expense should be submitted within 30 days after submittal of the final inspection report. Invoices should include detailed information such as Bridge Number, Dates inspected, and Total Cost. Any work that is not within the below or approved in writing by the DNR will not be approved for payment.

REGION	COUNTY	DIVISION	BRIDGE NO.	COMMENTS	COST
2	Lake	Parks	3459	Tettegouche State Park	\$13,000.00
2	Pine	Parks	58549	St. Croix State Park	\$4,000.00
2	St. Louis	Trails	69657	Gilbert OHV	\$9,000.00
4	Mower	Parks	R0529	Lake Louise State Park	\$13,000.00
1	<u>Roseau</u>	<u>Fish and Wildlife</u>	<u>68536</u>	<u>Roseau River WMA Truss Bridge</u>	<u>\$5,000.00</u>

The total obligation to DNR will not exceed \$195,000.00 for all bridge inspections.

**Estimated inspection schedule will be as follows:**

- FY 18: St. Croix State Park – August 2017  
 Gilbert OHV – September 2017
- FY 19: Lake Louise State Park – October 2018  
 Tettegouche State Park – May 2018  
Roseau River WMA – September 2018
- FY 20: St. Croix State Park – August  
 Gilbert OHV – September
- FY 21: Lake Louise State Park – October  
 Tettegouche State Park – May  
Roseau River WMA – September
- FY 22: St. Croix State Park – August  
 Gilbert OHV – September

Description	TA98 #Proj. ID
DNR - LAKE LOUISE	TA98911
DNR - OHV	TA98912
DNR - ST CROIX	TA98913
DNR - TETTEGOUCHE	TA98914

MNDOT Employees. Please be aware that each bridge has a different TA98#/Project ID for timesheets and use the Description in the remarks section of your timesheet along with Bridge Inspection.

STATE OF MINNESOTA  
 WORK ORDER UNDER  
 MASTER PARTNERSHIP CONTRACT

<b>Project Description:</b>	DNR Fracture Critical Bridge Inspections
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This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184. This Work Order contract is between the Minnesota Department of Transportation "MnDOT" and the Department of Natural Resources "DNR" acting through their respective commissioners, and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

**Work Order Contract**

**Article 1 Term of Work Order Contract; Incorporation of Exhibits:**

1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by MnDOT, pursuant to Minnesota Statutes Section 16C.05, subdivision 2.
2. **Expiration date:** This Work Order Contract will expire on June 30, 2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
3. **Exhibits:** Exhibit A is attached and incorporated into this Work Order Contract.

**Article 2 Nature of Work:**

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
- Construction Administration
  - Emergency Services
  - Professional/Technical Services
  - Roadway Maintenance

**Article 3 Scope of Work:**

- 3.1 MnDOT will perform services under this Work Order summarized generally as follows: MnDOT will perform the tasks and provide the deliverables described in Exhibit A.

**Article 4 Items provided or completed by the DNR.**

- 4.1 The following will be provided or completed by the DNR:  
 List of fracture critical bridges required for inspections. See Exhibit A.

**Article 5 Consideration of Payment:**

- 5.1 The DNR will pay for all services performed by MnDOT on an actual cost basis as follows:
- 5.1.1 The following items will be reimbursable at their actual cost to MnDOT:
- 5.1.1.1 Materials and supplies reasonably needed to perform the work; the current materials handling overhead rate will be added to materials and supplies issued out of inventory; and
  - 5.1.1.2 Equipment needed to perform the work, at its rental rate as established by MnDOT; and
  - 5.1.1.3 Actual and reasonable costs of consultants and contractors engaged to perform the work; and

5.1.1.1 Actual salary costs incurred by MnDOT, at the normal rate of pay plus reasonable and customary labor additives.

5.1.1.5 Travel expenses reasonably and necessarily incurred in the performance of the work. Such travel expenses will be subject to the limitations contained in the "Minnesota Department of Transportation Travel Regulations/Policy" in effect at the time the work is performed. Travel expenses must be filed within 30 days of the inspection.

5.1.2 MnDOT must, upon request of the DNR, provide documentation showing a breakdown of costs claimed.

5.2 The DNR's obligation for all compensation and reimbursements to MnDOT is \$195,000.00.

**Article 6 Payment**

6.1 Payment by MnDOT.

6.1.1 MnDOT will create and enter an invoice in SWIFT.

6.1.2 DNR will make payment using the bilateral netting process in SWIFT.

**Article 7 DNR's Project Manager:**

7.1 The DNR's Project Manager for this Work Order is:

Name:	Paul Ouren
Title:	Principal Bridge Engineer
Agency Name:	Department of Natural Resources
Street Address:	1601 Minnesota Drive
City, State Zip:	Brainerd, MN 56401
Phone:	218.203.4387
Email Address:	Paul.ouren@state.mn.us

7.2 The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 8 MnDOT's Project Manager:**

8.1 MnDOT's Project Manager, for this Work Order is:

Name:	Scott Theisen
Title:	ES - Bridge Const & Maint. Section
Office/Location:	MnDOT Bridge Office
Street Address:	3485 Hadley Ave N
City, State Zip:	Oakdale, MN 55128
Phone:	651-366-1475
Email Address:	scott.a.theisen@state.mn.us

8.2 MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 9 Termination.**

9.1 Termination by MnDOT or DNR. The DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

9.2 Termination for Insufficient Funding. If MnDOT is the DNR, MnDOT may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide the DNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

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MnDOT Contract # 1078181W01

COMMISSIONER OF TRANSPORTATION

By: Ann Zabr  
Title: Assistant Commissioner or  
Assistant Division Director  
Date: 8/11/17

DNR

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: Kent Lockman  
Title: ADMINISTRATOR  
Date: 8-4-17

Mn/DOT Contract Management

~~COMMISSIONER OF ADMINISTRATION~~

By: [Signature]  
Title: Asst Chief Counsel  
Date: 8-3-2017

Ken  
Contract # 129739  
PO # 3-120856.  
8/10/17.

## EXHIBIT A - STANDARD TERMS

## STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. MnDOT will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through MnDOT State Aid Division or on MnDOT website, [www.dot.state.mn.us](http://www.dot.state.mn.us)
2. MnDOT will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. MnDOT will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of MnDOT to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by DNR. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.
  - 1) DNR and MnDOT are both responsible for **maintenance and inspection of bridges** within their respective jurisdictions and, as part of such responsibility, are required by the National Bridge Inspection Standards (CFR 23 Section 650 Subpart C) to perform hands-on/in-depth inspections of fracture critical bridges on a biannual basis; and MnDOT presently employs qualified bridge inspectors who are trained in performing hands-on/in-depth inspections of fracture critical bridges; and within the DNR road network there are 4 bridges that are classified as fracture critical.

Scope of Work

- A) DNR will provide MnDOT with the list of fracture critical bridges required for inspections. See below.
- B) Prior to performing any inspections, MnDOT will review previous inspection reports and as-built drawings of the bridges provided by DNR.
- C) DNR will contact MnDOT with a proposed schedule of inspection dates and discuss measures for necessary traffic control to perform the work. Traffic control will be provided by MnDOT. Any necessary flaggers needed for railroad overpass shall be scheduled and paid for by MnDOT. Scheduling will be proposed in conjunction with other inspections in the geographic area so as to minimize inspection costs. Routine inspection of "non-fracture critical elements" will also be performed by MnDOT at no extra cost during these inspections.
- D) DNR may have personnel available to provide assistance in performing the inspections at their convenience.
- E) MnDOT will provide necessary equipment including under bridge inspection vehicles, ladders, scaffolding, boats etc.
- F) Inspections will be performed by qualified Level II bridge inspectors with advanced training and experience in performing hands-on/in-depth inspections on fracture critical bridges.
- G) When necessary, bridge inspectors will perform non-destructive testing to determine remaining cross sectional area of steel components, determine soundness of pins and determine the presence of cracks in steel components.
- H) Inspections will be performed and documented in accordance with NBIS regulations.
- I) Critical findings will be reported to DNR within 24 hours.
- J) An inspection report will be provided to DNR within 30 days of completion of the inspections documenting condition of bridge components and any recommended follow-up actions.
- K) DNR maintains responsibility for NBI reporting to MnDOT as to condition of all bridges carrying public traffic. This responsibility includes performing quality control review by a registered professional engineer for all inspections performed on bridges within DNR jurisdiction.

- L) Bridges may be added or deleted from the scope of this agreement at DNR's request. No inspection work shall begin until written approval is given by DNR.
- M) DNR and MnDOT will meet in January each year to review the below DNR Fracture Critical Bridge Summary and, if needed, add or modify (modifications must be made by amendment) and review current charges and estimates for the year. MnDOT will facilitate these meetings.
- N) Invoices for the inspections including travel expense should be submitted within 30 days after submittal of the final inspection report. Invoices should include detailed information such as Bridge Number, Dates Inspected, and Total Cost. Any work that is not within the below or approved in writing by the DNR will not be approved for payment.

REGION	COUNTY	DIVISION	BRIDGE NO.	COMMENTS	COST
2	Lake	Parks	3459	Tettegouche State Park	\$13,000.00
2	Pine	Parks	58549	St. Croix State Park	\$4,000.00
2	St. Louis	Trails	69657	Gilbert OHV	\$9,000.00
4	Mower	Parks	R0529	Lake Louise State Park	\$13,000.00

The total obligation to DNR will not exceed \$195,000.00 for all bridge inspections.

**Estimated inspection schedule will be as follows:**

- FY 18: St. Croix State Park – August 2017  
 Gilbert OHV – September 2017
- FY 19: Lake Louise State Park – October 2018  
 Tettegouche State Park – May 2018
- FY 20: St. Croix State Park – August  
 Gilbert OHV – September
- FY 21: Lake Louise State Park – October  
 Tettegouche State Park – May
- FY 22: St. Croix State Park – August  
 Gilbert OHV – September

*T-1879A*

**THE MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
THE MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
INTERAGENCY MASTER PARTNERSHIP CONTRACT**

This interagency master partnership contract is between the Minnesota Department of Transportation in "MnDOT" and the Department of Natural Resources "DNR" acting through their respective commissioners.

**Recitals**

1. MnDOT and DNR are authorized to enter into this contract by Minn. Stat. §§ 84.026, 161.20, 471.59 and 174.02, Subd. 6.
2. Under Minn. Stat. § 174.02, subdivision 6, the Commissioner of Transportation may enter into contracts 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. MnDOT and DNR wish to enter into a cooperative contract for exchange of services and equipment on mutually beneficial terms set forth in their respective rights and duties. The departments are willing to accommodate reasonable requests subject to the terms and conditions contained in this contract.
4. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a "Work Order" contracts.
5. After the execution of this MPC, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
6. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Partnership Contract**

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on the date last signed by DNR, and all MnDOT officials as required under Minn. Stat. § 16C.05, subd. 2.
  - 1.2. A party must not accept work under this Contract until it is fully executed.
  - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.
  - 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both MnDOT and DNR) for each particular engagement, except for Technical Services provided by MnDOT to DNR as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. DNR understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
  - 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 13. Liability; 14. Audit; 15: Government Data Practices, 16. Workers'

Compensation, 17. Dispute Resolution, 18. Termination and 19. Additional Terms. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.

- 1.6. **Sample Work Order.** A sample work order contract is available upon request from MnDOT.
- 1.7. **Definition of "Providing Party" and "Requesting Party".** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. "Requesting Party" is defined as the party requesting the other party to perform work under a work order contract. "Providing Party" is defined as the party performing the scope of work under a work order contract.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by MnDOT for DNR and vice versa. These services may be performed by MnDOT for DNR without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
  - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. DNR may request MnDOT to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a MnDOT lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by MnDOT. MnDOT will promptly inform DNR if MnDOT will be unable to perform the requested Technical Services. Otherwise, MnDOT will perform the Technical Services in accordance with MnDOT's normal processes and practices, including scheduling practices taking into account the availability of MnDOT staff and equipment.
- 2.3. All DNR requests and invoices should be sent to the DNR Requestor and DNR Authorized Representative, Kim Montgomery, 651-259-5567, [kim.montgomery@state.mn.us](mailto:kim.montgomery@state.mn.us) or successor.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, MnDOT will charge DNR MnDOT's then-current rate for performing the Technical Services. The then-current rate may include MnDOT's normal and customary additives. MnDOT will invoice DNR upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by MnDOT during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services "means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task." Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) architecture, landscape architecture, engineering services, surveying, foundation recommendations and reports, planning and feasibility studies, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, construction administration and management services graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway and other types of construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including MnDOT projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, MnDOT and DNR will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. MnDOT will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced. DNR will not be paid for work performed prior to execution of a work order contract and authorization by MnDOT.

#### 4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify a Project Manager for each party. Each party's Project Manager is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned,

sublet, or transferred unless approved in writing by the Requesting Party's Project Manager. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.

- 4.1.3. If DNR is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from MnDOT, pursuant to Minn. Stat. Section 161.39. The work order Contract will require DNR to deposit payment in advance. The costs and expenses will include the current MnDOT additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and MnDOT laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and MnDOT laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
  - 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
  - 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
  - 4.2.3. The Providing Party must use MnDOT-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.

## 5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. MnDOT will provide to DNR copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for MnDOT Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).

5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. **Time**

In the performance of project work under a work order contract, time is of the essence.

7. **Consideration and Payment**

7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. MnDOT's normal and customary additives will apply to work performed by MnDOT, unless otherwise specified in the work order. MnDOT's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.

7.2. **MnDOT's Maximum Obligation.** The total compensation to be paid by MnDOT to DNR under all work order contracts issued pursuant to this MPC will not exceed \$1,000,000.00.

7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where MnDOT agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from MnDOT District Office. All travel expenses must be filed for reimbursement within 30 days of the service. DNR will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received MnDOT's prior written approval for such travel.

7.4. **Payment.**

7.4.1. **Generally.** The *Requesting Party* will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. **Payment by MnDOT.**

7.4.2.1. DNR will create and enter an invoice in SWIFT.

7.4.2.2. MnDOT will make payment using the bilateral netting process in SWIFT.

7.4.3. **Payment by DNR.**

7.4.3.1. MnDOT will create and enter an invoice in SWIFT.

7.4.3.2. DNR will make payment using the bilateral netting process in SWIFT.

8. **Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Project Manager and in accordance with all applicable federal and MnDOT laws, rules, and regulations. The Providing Party will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal or State law.

9. **Authority to Execute Work Order Contracts**

9.1. Work Orders will signed by MnDOT and DNR representatives with the appropriate delegation of authority. A copy of the delegation will be provided with the work order.

10. **DNR's Authorized Representative and Project Manager;**

10.1. DNR's Authorized Representative for administering this master contract is:

Name: Kim Montgomery  
Title: State Program Administrator Coordinator  
Agency Name: DNR

Street Address: Box 10 500 Lafayette Rd  
City, State Zip: St Paul, MN 55155-4010  
Phone: 651-259-5567  
Email Address: Kim.montgomery@state.mn.us

10.2. DNR's Project Manager will be identified in each work order contract.

11. **MnDOT's Authorized Representative and Project Manager**

11.1. MnDOT's Authorized Representative for this master contract is.

Name: Susan Berndt  
Title: Partnership Coordinator  
Agency Name: MnDOT  
Street Address: 395 John Ireland Blvd, MS130  
City, State Zip: St Paul, MN 55155-1899  
Phone: 651-366-3009  
Email Address: Susan.berndt@state.mn.us

11.2. MnDOT's Project Manager will be identified in each work order contract.

12. **Assignment, Amendments, Waiver, and Contract Complete**

12.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.

12.2. **Amendments.** Any amendment to this master contract or any work order contract 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 contract, or their successors in office.

12.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.

12.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between MnDOT and DNR. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

13. **Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law.

14. **Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by MnDOT Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

15. **Government Data Practices**

DNR and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DNR under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either DNR or MnDOT.

16. **Workers' Compensation**

Each party will be responsible for its own employees for any workers compensation claims.

17. **Dispute Resolution**

If any disputes arise concerning this Contract, the parties will endeavor to resolve the disputes at a district/region staff level as promptly and informally as possible. Disputes that cannot be resolved promptly and amicably will be promptly escalated up the agency chain of command.

18. **Termination**

- 18.1. *Termination for Convenience by Either Party.* A party may cancel this contract at any time, with or without cause, upon 30 days written notice to the other party. Upon termination, a party will be entitled to payment, determined on a quantum meruit basis for work properly due.
- 18.2. *Termination for Insufficient Funding.* A party may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding or staffing cannot be continued at a level sufficient to allow for the provision of services covered here. Termination must be by written notice via email or fax. A party will be entitled to payment, determined on a prorated basis for sums properly due, to the extent funds are available.

19. **Additional Provisions**

- 19.1. *Exhibits.* Exhibit A is attached and incorporated into this Contract.
- 19.2. *Interchange of Government Employees.* If any provision of this Contract is inconsistent with Minnesota Statutes § 15.51 and what follows, then the statute will control to the extent of such inconsistency.
- 19.3. *Special Terms for Equipment Use.* If the work agreed upon involves the use of a party's equipment by employees of the other party, the following will apply, unless otherwise agreed to in writing:
  - 19.3.1. The equipment user will be responsible for routine maintenance and repairs of the equipment while in possession of the user. Maintenance will be performed in accordance with, and at intervals indicated by, the manufacturer's specifications.
  - 19.3.2. The equipment user will be responsible for repairing equipment that breaks down while in the possession of the user, to the extent that such breakdown is attributable to the equipment user's use of that equipment, and not attributable to the equipment owner's failure to properly maintain the equipment. The equipment owner will be responsible for major repairs and/or overhauls unless the major repair and/or overhaul is the result of the equipment user's misuse of the equipment, or failure to perform routine maintenance and repairs.
  - 19.3.3. The equipment user will be liable for its own acts and omissions, and the results thereof related to the use of the equipment, to the extent authorized by Minnesota Statutes §3.76 and other applicable law.

[The balance of this page has intentionally been left blank – signature page follows]

**DNR**

DNR certifies that the appropriate person(s) have executed the contract on behalf of DNR as required by applicable ordinance, resolution, or charter provision.

By: *Gent Lakkawoo*  
Title: ADMINISTRATOR  
Date: 7-20-17

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**COMMISSIONER OF TRANSPORTATION**

By: *Ann Seb*  
(with delegated authority)  
Title: Assistant Commissioner or Assistant Division Director  
Date: 7/21/17

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

By: *Ryan Danke*  
Date: 7/21/17

MPC Program FY 2017-2022  
**Exhibit A - Table of Tech Serv**  
Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

If a source code is not on this list, a work order is needed.

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MPC Program FY 2017-2022  
 Exhibit A - Table of Tech Serv  
 Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

If a source code is not on this list, a work order is needed.

## MPC Program FY 2017-2022

## Exhibit A - Table of Tech Serv

Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

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MPC Program FY 2017-2022  
Exhibit A - Table of Tech Serv  
Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.

MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
COMMISSIONER'S DELEGATION/RESCISSON OF AUTHORITY  
ORDER NUMBER 2090

This document is a public record and is available for public inspection.

1. DEPARTMENT (AGENCY, BUREAU, ETC.)  
Department of Natural Resources

2. NAME OF DESIGNEE (INCLUDE TITLE)  
Management Resources Administrator/Capital Improvements  
Director  
Division of Operations Services

3. PERSON DELEGATING/RESCINDING (INCLUDE TITLE)  
Tom Landwehr  
Commissioner  
Department of Natural Resources

4. CHOOSE ONE OF THE FOLLOWING ACTIONS:

I hereby DELEGATE the powers and/or duties listed in No. 6 to the above named designee, effective April 2 2013  
Month Day Year

I hereby RESCIND Delegation Order Number 1034 effective: April 2 2013  
Month Day Year

5. AUTHORITY CITED: \_\_\_\_\_ Pursuant to: Minn. Stat. § 15.06, subd. 6 \_\_\_\_\_ Pursuant to: Minn. Stat. § 16C.03, subd. 16  
(Please check all that apply)  
X Pursuant to: Minn. Stat. §§ 84.01, subd. 3, 84.083, subd. 1 and other applicable law

6. IF YOU ARE DELEGATING POWERS AND/OR DUTIES, MARK THE APPROPRIATE LINE(S) BELOW.

\_\_\_\_ EXECUTE CONTRACTS (Provide details below) SIGN PURCHASING DOCUMENTS (Provide details below)  
X OTHER (Provide details below)

DETAILS:

I hereby delegate and authorize the Management Resources Administrator/Director of Capital Improvements within the Operations Services Division of the Minnesota Department of Natural Resources, all the powers, duties, and responsibilities vested in and imposed upon the Commissioner of Natural Resources by law pertaining to the Section of Management Resources in the Division of Operations Services including, but not limited to, those found in Minn. Stat. Ch. 84, except those duties and responsibilities expressly and by necessary implication delegated to the following: [continued on the reverse side]

7. SIGNATURES

/s/Tom Landwehr 04/10/13  
DELEGATING/RESCINDING AUTHORITY DATE

N/A  
DESIGNEE

8. ORIGINALS TO:  
Secretary of State  
DNR Office of Management and Budget Services

COPIES TO:  
Attorney General/ Division of Natural Resources  
Commissioner of Natural Resources  
Designee

Reserved for use by the Secretary of State

Continued from No. 6 on reverse side:

1. The Deputy Commissioner pursuant to the current Commissioner's appointment
2. The Assistant Commissioner for Public Engagement pursuant to the current Commissioner's appointment and delegation for that position; and
3. The Assistant Commissioner for the Divisions of Forestry, Land & Minerals, and Ecological & Water Resources pursuant to the current Commissioner's appointment and delegation for that position; and
4. The Assistant Commissioner for Community Relations and Regional Operations pursuant to the current Commissioner's appointment and delegation for that position; and
5. The Regional Directors for the various regions pursuant to the current Commissioner's appointment and delegation for that position.

In exercising the powers and duties so delegated, the designee is hereby further delegated the authority to sign purchase requisitions, deposit slips, personnel forms, Minnesota Retirement System forms, contracts, budget and fiscal forms, requests for access to the accounting system, and miscellaneous forms and documents which are within the scope of the designee's powers, duties and authority; however, such delegated authority does not include the authority to sign documents regarding real estate transactions including, but not limited to, acquisitions, condemnations, sales, vacations, leases and easements; provided, however, the designee is authorized to sign leases for Department facilities and non-state owned property for use by the Department.

The designee also has the following additional delegated authority regarding the Management Resources Section:

1. Direction of materials management functions, including management of the Department's fixed and consumable assets, and surplus property acquisition and disposal.
2. Management of the Department headquarters building, including negotiation and management of the terms of the lease.
3. Authority to sign architectural and engineering drawings; Occupational Safety and Health Act (OSHA) statistical reports; hazardous waste manifests; first report of injury forms; accident investigation reports; radio frequency authorization requests; motor vehicle titles and transfers; and applications for necessary permits, variances, and other documents required for construction, maintenance, and repair projects.

The designee is also authorized to review, approve or reject, and execute contracts grants and other documents associated with capital improvement projects for all Divisions in the Department of Natural Resources.

All of the above delegated powers, duties and responsibilities shall be exercised or performed by the designee in the designee's own name. Such powers, duties, and responsibilities are delegated to the designee subject to my supervision and control and to the supervision and control of the Deputy Commissioner and the Director of Operations Services.

All documents described above heretofore, signed by the designee as Management Resources Administrator/Capital Improvements Director from July 1, 2011, are hereby ratified and confirmed.

DATE: April 2, 2013

Delegation Order # 2090

Name or Title of Delegation Order: **Management Resources Administrator/Capital  
Improvements Director  
Division of Operations Services**

Corresponding Position Control Number(s) for this delegation order:

1. 00120480 (Kent Lokkesmoe)

**STATE OF MINNESOTA  
WORK ORDER UNDER  
MASTER PARTNERSHIP CONTRACT**

<b>State Project (SP):</b>	6223-20	<b>Trunk Highway (TH):</b>	149
<b>Project Description:</b>	High Bridge Re-decking Project - Mussel Mitigation		

This Work Order contract is between the Minnesota Department of Transportation "MnDOT" and the Department of Natural Resources "DNR" acting through their respective commissioners, and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

**Work Order Contract**

**Recitals:**

1. Under Minn. Stat. 84.095, the DNR is empowered to prescribe conditions for an act otherwise prohibited (i.e., to issue a permit to take endangered and/or threatened species if the social and economic benefits of the act outweigh the harm caused by the taking).
2. Under Minn. Stat 174.03, subdivision 6, MnDOT is authorized to make efforts to mitigate adverse environmental effects resulting from proposed transportation facilities.
3. MnDOT is planning to re-deck the Smith Ave High Bridge (Bridge No. 62090) on TH 149 over the Mississippi River in Saint Paul in 2017 and 2018 under State Project 6223-20.
4. The High Bridge re-decking project will require impacts to the Mississippi River bottom, including, but not limited to, spudding of barges and construction of a dockwall.
5. The DNR has completed a mussel survey of the Mississippi River in the proposed High Bridge work area and found state endangered and/or threatened mussels to be present.
6. MnDOT is in need of a permit from the DNR to allow the legal taking of all individuals of Minnesota threatened or endangered freshwater mussels on the Mississippi River in the proposed High Bridge work area.
7. DNR is willing to issue a taking permit to MnDOT in exchange for compensatory mitigation. Based on the forgoing, MnDOT and DNR willingly enter into the agreement as follows:

**Article I Term of Work Order Contract; Incorporation of Exhibits:**

1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. DNR must not begin work under this Contract until ALL required signatures have been obtained and DNR has been notified in writing to begin such work by MnDOT's Authorized Representative.
2. **Expiration date:** This Work Order Contract will expire on June 30, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
3. **Exhibits:** Exhibits A and B are attached and incorporated into this Work Order Contract.

**Article 2 Nature of Work:**

2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definition

- \_\_\_\_\_ Construction Administration
- \_\_\_\_\_ Emergency Services
- x   Professional/Technical Services
- \_\_\_\_\_ Roadway Maintenance

**Article 3 Scope of Work:**

3.1 DNR will perform services under this Work Order summarized generally as follows:

In lieu of relocating the Minnesota mussels, MnDOT will provide DNR with compensatory mitigation costs for taking of the mussels from the Mississippi River, in the proposed High Bridge work area described as follows:

- Estimated impact area of 12.5 acres
- 4.2 acres of the estimated impact area is exempt from compensation as it is part of the official Mississippi River navigational channel as designated by the United States Army Corps of Engineers and the United States Coast Guard. The official navigation channel is subject to river bottom impacts such as dredging at any time to maintain navigational traffic. The 4.2 acre measurement is based on an approximate 300' wide maintained channel width.
- Net 8.3 acres of compensable impact (outside the maintained navigational channel)

3.2 DNR agrees to use the compensatory mitigation funds provided under this agreement to support research, propagation, restoration, education or other management activities contributing to the recover and eventual delisting of endangered and threatened mussel species with the Mississippi River in Minnesota.

3.3 DNR will issue a permit to MnDOT authorizing MnDOT to take an unlimited number of endangered and threatened, and non-listed mussels at the site of the proposed project in accordance with the terms of such permit. If MnDOT complies with the terms of such permit, and the terms of this Agreement, DNR releases and waives any claim, fine, or other fee or sanctions against MnDOT with respect to the taking of such mussels.

**Article 4 Items provided or completed by MnDOT.**

4.1 The following will be provided or completed by MnDOT:

- A map depicting the proposed High Bridge work area on the Mississippi River.
- A permit application for endangered and/or threatened species takings as required by the DNR.

**Article 5 Consideration of Payment:**

5.1 MnDOT will pay the DNR a lump sum, prior to commencing any bridge work that will result in the taking of endangered or threatened species at the site of the proposed project, after execution of the contract and issuance of the Threatened and Endangered Species Takings Permit. DNR's mitigation cost is being compensated as follows:

- Estimated mussel mitigation cost of \$25,000.00/acre, for 8.3 acres of compensable impact

- Total compensation mitigation cost of \$207,500.00

5.2 MnDOT's total obligation for all compensation and reimbursements to DNR will be \$207,500.00.

**Article 6 Terms of Payment**

- 6.1 MnDOT will promptly pay all valid obligations under this work order contract as required by Minnesota Statutes §16A.124.
- 6.2 DNR must submit invoices electronically for payment, using the format set forth in Exhibit B. DNR will submit an invoice, for a one-time payment, prior to commencing any bridge work.
- 6.3 DNR must submit the signed invoice for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). If DNR cannot support electronic submission of the invoice package, DNR must contact MnDOT's Authorized Representative for possible alternatives.
- 6.4 All invoices are subject to audit, at State's discretion.

**Article 7 DNR's Project Manager:**

7.1 DNR's Project Manager for this Work Order is:

Name: Kim Montgomery  
Title: Agency Contract Coordinator  
Agency Name: Minnesota Department of Natural Resources  
Street Address: 500 Lafayette Rd.  
City, State Zip: St. Paul, MN 55155  
Phone: 651-259-5567  
Email Address: [Kim.Montgomery@state.mn.us](mailto:Kim.Montgomery@state.mn.us)

DNR's Project Manager for this Work Order is responsible for overseeing DNR fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 8 MnDOT's Project Manager and Authorized Representative:**

8.1 MnDOT's Project Manager for this Work Order is:

Name: Greg Asche  
Title: Project Engineer  
Agency Name: Minnesota Department of Transportation  
Street Address: 2229 Pilot Knob Road  
City, State Zip: Mendota Heights, MN 55120  
Phone: 651-366-5905  
Email Address: [Greg.Asche@state.mn.us](mailto:Greg.Asche@state.mn.us)

MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8.2 MnDOT's Authorized Representative for this Work Order is:

Name: Josh Hebert  
Title: Contract Administrator  
Agency Name: Minnesota Department of Transportation  
Street Address: 1500 West County Road B-2  
City, State Zip: Roseville, MN 55113  
Phone: 651-234-7688  
Email Address: Joshua.Hebert@state.mn.us

MnDOT's Authorized Representative, or his/her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this contract.

**Article 9 Additional Provisions**

NONE

*The balance of this page has been intentionally left blank*

**DNR**

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: *John M.*

Title: Director, Ecological + Water Resources

Date: 9-7-17

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract #: 131824

SWIFT PO #: 3000377738

**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_

Title: Assistant Commissioner or Division Director

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

MnDOT Contract Management

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A – STANDARD TERMS**

**STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES**

1. DNR will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the MnDOT State Aid Division or on the MnDOT website, [www.dot.state.mn.us](http://www.dot.state.mn.us)
2. DNR will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. DNR will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of DNR to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve DNR from its primary responsibility for performance of the work.

**STANDARD TERMS FOR EMERGENCY SERVICES**

1. DNR will furnish personnel, equipment, materials, and services as requested by MnDOT to assist with responding to or recovering from an emergency (whether declared or undeclared).
2. Services under this category may include services from any or all of the other three categories, including professional/technical services such as bridge and structure inspections and designs of emergency or permanent repairs.
3. DNR will keep a strict accounting of time, materials, and equipment usage as directed by MnDOT, and as necessary to obtain reimbursement of emergency costs from federal and state sources.

*The balance of this page has been intentionally left blank*

**INVOICE NO.** \_\_\_\_\_  
 Estimated Completion: \_\_\_\_\_ %  
 Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1028184 WO2  
 Contract Expiration Date: June 30, 2019  
 SP Number: 6223-20 TH Number: 149

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount:	\$207,500.00			
<b>Net Earnings Totals:</b>	<b>\$207,500.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
<b>Total**</b>			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: **Department of Natural Resources**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*\*Must Match Net Earnings Totals Above

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

STATE OF MINNESOTA  
WORK ORDER UNDER  
INTERAGENCY MASTER PARTNERSHIP CONTRACT

<b>Project Description:</b>	Provide Road Salt
-----------------------------	-------------------

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation Master Partnership Contract No. 1028184 between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Natural Resources (“DNR”) acting through their respective Commissioners and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

**Work Order Contract**

**Article 1 Term of Work Order Contract; Incorporation of Exhibits:**

1. Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The DNR must not begin work under this Contract until ALL required signatures have been obtained and the DNR has been notified in writing to begin such work by MnDOT’s Authorized Representative.
2. Expiration date: This Work Order Contract will expire on June 30, 2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
3. Exhibits: Exhibit A and B are attached and incorporated into this Work Order Contract.

**Article 2 Nature of Work:**

- 2.1  the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
  - Construction Administration
  - Emergency Services
  - Professional/Technical Services
  - Roadway Maintenance

**Article 3 Scope of Work:**

- 3.1 MnDOT will perform services under this Work Order summarized generally as follows:
  - 3.1.1 Provide up to 25 tons of road salt (sodium chloride) per winter season at the current rate (per ton from the Cedar Creek Truck Station). See Exhibit B.
  - 3.1.2 Load the road salt onto the DNR’s truck
  - 3.1.3 Maintain records of road salt removed.

**Article 4 Items provided or completed by the DNR.**

- 4.1 The following will be provided or completed by the DNR:
  - 4.1.1 Promptly pay MnDOT invoice for salt used in previous month (the rate includes material handling fee and appropriate sales tax).
  - 4.1.2 Pick-up salt at any time truck station is open up to 25 tons per winter season.
  - 4.1.3 Arrange for hauling the road salt from MnDOT’s Cedar Avenue Truck Station.
  - 4.1.4 Maintain records of road salt received.

**Article 5 Consideration of Payment:**

- 5.1 The DNR will pay for all services performed by MnDOT on an actual cost basis as follows:
  - 5.1.1 The following items will be reimbursable at their actual cost to MnDOT:

- 5.1.1.1 Materials and supplies reasonably needed to perform the work; the current materials handling overhead rate will be added to materials and supplies issued out of inventory; and
- 5.1.1.2 Equipment needed to perform the work, at its rental rate as established by MnDOT; and
- 5.1.1.3 Actual and reasonable costs of consultants and contractors engaged to perform the work; and
- 5.1.1.4 Actual salary costs incurred by MnDOT, at the normal rate of pay plus reasonable and customary labor additives.
- 5.1.2 MnDOT must, upon request of the DNR, provide documentation showing a breakdown of costs claimed.
- 5.3 The DNR's obligation for all compensation and reimbursements to MnDOT is \$10,000.00.

**Article 6 Terms of Payment:**

- 6.1 MnDOT will create and enter an invoice in SWIFT. DNR will be invoiced and make monthly payment for the actual cost of the road salt used during the previous month.
- 6.2 DNR will make payment using the bilateral netting process in SWIFT. Upon request of the DNR, MnDOT must provide documentation showing the actual costs incurred.
- 6.3 Per Section 7.4 of the Master Partnership Contract;
  - 6.3.1 The DNR will pay MnDOT as specified in this work order, and will make prompt payment in accordance with Minnesota law.
  - 6.3.2. Payment by the DNR.
    - 6.5.2.1. The DNR will make payment to the order of the Commissioner of Transportation.
    - 6.5.2.2. IMPORTANT NOTE: Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the **MnDOT Invoice Number** shown on the invoice.
    - 6.3.2.3. Remit payment to the address below:
      - MnDOT
      - Attn: Cash Accounting
      - RE: MnDOT Contract Number 1028184W04 and Invoice Number TBD.
      - Mail Stop 215
      - 395 John Ireland Blvd
      - St. Paul, MN 55155

**Article 7 DNR's Project Manager:**

- 7.1 The DNR's Project Manager for this Work Order is:
 

Name:	Dave Felleson
Title:	Assistant Manager
Name of Other Agency:	Department of Natural Resources
Street Address:	101 Snelling Lake Road
City, State Zip	St. Paul, MN 55111
Phone:	612-279-3553
Email Address:	Dave.felleson@state.mn.us
- 7.2 The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 8 State's Project Manager:**

- 8.1 The State's Project Manager, for this Work Order is:
 

Name:	Jay Emerson (or successor)
Title:	South Region TOS 4

Name of Local Government/Agency: MnDOT Metro District-Maintenance  
Street Address: 1500 County Road B2  
City, State Zip: Roseville, MN 55113  
Phone: 651-234-7907  
Email Address: Jay.emerson@state.mn.us

- 8.2 MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 9 Termination.**

- 9.1 Termination by MnDOT or DNR. Either party may terminate this Agreement at any time, with or without cause, upon 15 days' written notice to the other party. Upon termination, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**Article 10 Additional Provisions**

NONE

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

MnDOT Contract No.: 1028184W04

**DNR**

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: [Signature]  
Title: Regional Director  
Date: 11/22/17

Jeanne Vang  
Contract officer  
11.22.17  
PO: 3000125069  
swift contract # 135089

**COMMISSIONER OF TRANSPORTATION**

By: [Signature]  
Title: District Engineer or Assistant District Engineer  
Date: 11/27/17

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
Title: Deputy Chief Clerk  
Date: 11-30-17

EXHIBIT A – STANDARD TERMS

**STANDARD TERMS FOR ROADWAY MAINTENANCE**

1. The DNR will perform roadway maintenance in accordance with the specifications and guidelines in the current “MnDOT Maintenance Manual” link: <http://ihub.dot.state.mn.us/maintenance/documents/docs.html#>.
2. Unless otherwise provided in this Work Order, the DNR is not required to perform extraordinary maintenance or reconstruction. The DNR should notify MnDOT immediately if it becomes aware of any maintenance, not covered by this Work Order that should be addressed immediately to prevent the risk of serious injury to the public.
3. The DNR will perform traffic control in accordance with Minnesota Manual on Uniform Traffic Control Devices.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]**

Exhibit B  
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 1028455

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee		****Maintenance/ Billing Overhead		Materials/ Supplies Total Cost			
				Percent	Cost	Percent	Cost				
Salt	25	\$56.73	\$1,418.25	24.03%	\$ 340.81			\$ 1,759.06			
			\$0.00		\$ -			\$ -			
			\$0.00		\$ -			\$ -			
			\$0.00		\$ -		M/BO not charged to inventory.	\$ -			
<b>Total Materials and Supplies</b>			<b>\$0.00</b>					<b>\$ 1,759.06</b>			
Equipment Rental											
Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost			Equipment Rental Total Cost			
Equipment Rental Item 1			\$0.00	25.43%	\$0.00			\$0.00			
Equipment Rental Item 2			\$0.00				\$0.00	\$0.00			
<b>Total Equipment Cost</b>			<b>\$0.00</b>					<b>\$0.00</b>			
Costs of Consultants											
Costs of Consultants	Amount							Consultant Total			
Consultant Contract 1								\$0.00			
Consultant Contract 2								\$0.00			
<b>Total Consultants</b>	<b>\$0.00</b>							<b>\$0.00</b>			
Costs of Salaries											
Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	**Labor Additive Percent	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	****Maintenance/ Billing Overhead Percent	Cost	Salaries Total Cost
1 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
1 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
1								\$0.00		\$0.00	\$0.00
2 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
2 Overtime		\$0.00	Fringe and Labor Additive are not charged			\$0.00		\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00	against overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
2 NA								\$0.00		\$0.00	\$0.00
3 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
3 NA								\$0.00		\$0.00	\$0.00
<b>Total Cost of Salaries</b>								<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Contract FY 2018</b>											<b>\$1,759.06</b>

Five year agreement with est. 3% annual increase see Table on the next page.

Exhibit B  
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 1028455

Boxes in Boxes in	are input boxes. are notes.		<b>Total Estimated agreement</b>	<b>\$10,000.00</b>
Total Cost of Contract FY 2018	Increase %	Increase \$	\$1,759.06	
FY 2019 plus	3.0%	\$52.77	\$1,811.83	
FY 2020 plus	3.0%	\$54.35	\$1,866.18	
FY 2021 plus	3.0%	\$55.99	\$1,922.17	
FY 2022 plus	3.0%	\$57.67	\$1,979.83	
Contingency			\$660.94	
Total Cost of Contract			<b>\$10,000.00</b>	

**Rates/Additives** are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:  
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

\*1 **Hourly Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different. \*2 A basic fringe rate of \$10.07 can be added to the hourly rate or to find out an employee's hourly rate including fringe, contact your Human Resources office.

\*\* **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

\*\*\***Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

\*\*\*\***Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

**Shop Overhead** (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above. Please call Contract Management for help with this calculation.

MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
COMMISSIONER'S DELEGATION/RESCISSION OF AUTHORITY  
ORDER NUMBER 1054 (AMENDED June 28, 2010)

This document is a public record and is available for public inspection.

1. DEPARTMENT (AGENCY, BUREAU, ETC.)  
  
Department of Natural Resources (DNR)

2. NAME OF DESIGNEE (INCLUDE TITLE)  
  
Regional Director

3. PERSON DELEGATING/RESCISSION (INCLUDE TITLE)  
**Mark Holsten**  
Commissioner  
Department of Natural Resources

4. CHOOSE ONE OF THE FOLLOWING ACTIONS:

I hereby **DELEGATE** the powers and/or duties listed in No. 6 to the above named designee, effective

I hereby **RESCIND** Delegation Order Number effective:

June 28 2010  
Month Day Year

Month Day Year

5. AUTHORITY CITED: \_\_\_\_\_ Pursuant to: Minn. Stat. § 15.06, subd. 6 \_\_\_\_\_ Pursuant to: Minn. Stat. § 16C.03, subd. 16  
(Please check all that apply)

- Pursuant to: Minn. Stat. §§ 84.01, subd. 3, 84.083, subd. 1 and other applicable law  
 Pursuant to: Under current Executive Order; DNR assigned responsibilities under current Minnesota Emergency Operations Plan (MEOP) under Emergency Response  
 Pursuant to: Minn. Stat. §§ 88.065 and 88.12 and other applicable law  
 Pursuant to: Minn. Stat. Chapter 12

6. IF YOU ARE DELEGATING POWERS AND/OR DUTIES, MARK THE APPROPRIATE LINE(S) BELOW.

\_\_\_\_\_ EXECUTE CONTRACTS  
(Provide details below)

\_\_\_\_\_ SIGN PURCHASING DOCUMENTS  
(Provide details below)

OTHER (Provide details below)

DETAILS:

I hereby delegate and authorize each Regional Director of the Minnesota Department of Natural Resources (DNR), the authority to sign purchase requisitions, deposit slips, personnel forms, Minnesota Retirement System forms, contracts, and miscellaneous forms and documents which are within the scope of the designee's powers, duties and authority for the designee's assigned region, the boundaries of which are to be established by the Commissioner, and when necessary, for other regions; however, such delegated authority does not include the authority to sign documents regarding real estate transactions including, but not limited to, acquisitions, condemnations, sales, vacations, leases and easements. [continued on the next page]

7. SIGNATURES

/s/Mark Holsten 06/28/10  
DELEGATING/RESCISSION AUTHORITY DATE

N/A  
DESIGNEE

8. ORIGINALS TO:  
Secretary of State  
DNR Office of Management and Budget Services  
  
COPIES TO:  
Attorney General/ Division of Natural Resources  
Commissioner of Natural Resources  
Designee

Reserved for use by the Secretary of State  
  
Filed June 29, 2010  
#1002684

**Continued from No. 6 on previous page:**

In addition, each designee is delegated authority to:

1. Sign, on my behalf, grant contracts under the Local Grants Program, including but not limited to Conservation Partnership Grants, Community Assistance Grants, and Environmental Partnership Grants on forms approved by the Attorney General's Office.
2. Perform such other duties as may be delegated or assigned to the designee by the Assistant Commissioner, Policy and Government Relations, DNR Commissioner's office.
3. Respond to region level emergencies that threaten the property, health, safety, and well being of the people of Minnesota, and our guests, within the bounds of state resources under the designee's immediate control and the qualifications of staff to safely respond to the emergency. As the regional manager of DNR the Director may commit any and all DNR regional resources that are seen to be needed, or are requested, by local authorities.
4. Obligated to safeguard state resources and protect public property to the extent regional resources and staff qualifications allow. In addition the Director is obligated to inform the Commissioner and the DNR Emergency Manager as soon as possible of events and obligations incurred.
5. Authorized to respond to the regional emergency; not to exceed 48 hours for all-incident response initiation. If the nature of the event requires a commitment beyond 48 hours or has overwhelmed regional resources, the Director is obligated to initiate the DNR Emergency Response protocol through the Commissioner and the DNR Emergency Response Guide.

Such delegated powers, duties and responsibilities shall be exercised or performed by the designee in the designee's own name. Such powers, duties, and responsibilities are delegated to the designee subject to my supervision and control and to the direction, supervision and control of the Special Assistant to Commissioner, Policy and Government Relations.

Date (Updated): October 3, 2017

Delegation Order # **1054**

Name or Title of Delegation Order: **Regional Director  
DNR Regional Operations**

Corresponding Position Control Number(s) for this delegation order:

1. **00339160, Northwest Region (Rita Albrecht)**
2. **00339170, Northeast Region (Patty Thielen)**
3. **00339120, Central Region (Keith Parker)**
4. **00339140, Southern Region (Dennis Frederickson)**

STATE OF MINNESOTA  
WORK ORDER UNDER  
MASTER PARTNERSHIP CONTRACT

<b>Project Description:</b>	Cross Agency Pollinator Coordinator
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This Work Order contract is between the Minnesota Department of Transportation in ("MnDOT") and the Department of Natural Resources ("DNR") acting through their respective commissioners, and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

**Work Order Contract**

**Article 1 Term of Work Order Contract; Incorporation of Exhibits:**

1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. DNR must not begin work under this Contract until ALL required signatures have been obtained and DNR has been notified in writing to begin such work by MnDOT's Authorized Representative.
2. **Expiration date:** This Work Order Contract will expire on 06/30/2018, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
3. **Exhibits:** Exhibits A is attached and incorporated into this Work Order Contract.

**Article 2 Nature of Work:**

- 2.1  the blanks below to indicate the nature of the work to be performed. See Article 3. Services requiring a Work Order Contract, of the Master Partnership Contract for applicable definition.
  - Construction Administration
  - Emergency Services
  - Professional/Technical Services
  - Roadway Maintenance

**Article 3 Scope of Work:**

- 3.1 DNR will perform services under this Work Order summarized generally as follows: Support cross-agency work on pollinator protection, as outlined by Executive Order 16-07; specifically, the charge to convene leadership to provide operational support, ensure interagency coordination, develop cross agency policies and programs and report regularly on progress to reverse pollinator decline and restore pollinator health in Minnesota.
- 3.2 DNR will furnish available facilities, labor, travel and other directly related resources to the Cross Agency Pollinator and the restoration of pollinator health program in Minnesota.

**Article 4 Items provided or completed by MnDOT.**

- 4.1 The following will be provided or completed by MnDOT: will provide funds for the support of the coordinator and the program in the form of a lump sum payment of \$25,000.00.

**Article 5 Consideration of Payment:**

- 5.1 MnDOT will pay for all services performed by DNR on a Lump Sum basis.
- 5.2 DNR will submit invoices for payment in accordance with the following schedule: One-time payment.
- 5.3 MnDOT's total obligation for all compensation and reimbursements to DNR is \$25,000.00.

**Article 6 Payment**

- 6.1 Payment by MnDOT.
- 6.1.1 DNR will create and enter an invoice in SWIFT.
- 6.1.2 MnDOT will make payment using the bilateral netting process in SWIFT.

**Article 7 DNR's Authorized Representatives are:**

- 7.1 DNR's Contract Administrator for this Work Order is:

Name: Kim Montgomery  
 Title: Agency Contract Coordinator  
 Dept Name: Department of Natural Resources  
 Street Address: 500 Lafayette Rd, Box 10  
 City, State Zip: St. Paul, MN 55155  
 Phone: 651-259-5567  
 Email Address: kim.montgomery@state.mn.us

- 7.2 DNR's Project Manager for this Work Order is:

Name: Jane Norris  
 Title: Supervisor, Conservation and Rare Resources Unit  
 Dept. Name: Department of Natural Resources  
 Street Address: 500 Lafayette Rd. Box 25  
 City, State Zip: St. Paul, MN 55155  
 Phone: 651/259-5228  
 Email Address: jane.norris@state.mn.us

- 7.2 DNR's Project Manager for this Work Order is responsible for overseeing DNR fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 8 MnDOT's Project Manager:**

- 8.1 MnDOT's Contract Administrator for this Work Order is:

Name: Cori Calhoun  
 Title: Division Business Manager, Engineering Services Division  
 Dept Name: MnDOT  
 Street Address: 395 John Ireland Blvd, MS 120  
 City, State Zip: St Paul, MN 55155  
 Phone: 651-366-4827  
 Email Address: corrine.calhoun@state.mn.us

- 8.2 MnDOT's Project Manager, for this Work Order is:

Name: Kristin White  
 Title: Assistant Director, Construction & Operations  
 Dept Name: MnDOT- Environmental Stewardship Office  
 Street Address: 395 John Ireland Blvd. MS 620  
 City, State Zip: St Paul, MN 55155  
 Phone: 651-366-3622  
 Email Address: kristin.white@state.mn.us

- 8.3 MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 8 Additional Provisions**

NONE.

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MnDOT Contract # 1028184W05

**DNR**

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By:   
Title: Director, Ecological + Water Resources  
Date: 2-13-18

**COMMISSIONER OF TRANSPORTATION**

By:   
Title: Assistant Commissioner or Asst Div Director  
Date: 2-15-2018

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By:   
Date: 2-12-18

*MnDOT Contract Management*  
**COMMISSIONER OF ADMINISTRATION**

By:   
Title: Deputy Chief Counsel  
Date: 2-16-2018

SWIFT Contract #: 137940  
SWIFT PO #: 3000399829

EXHIBIT A – STANDARD TERMS

**STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES**

1. DNR will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the MnDOT State Aid Division or on the MnDOT website, [www.dot.state.mn.us](http://www.dot.state.mn.us)
2. DNR will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. DNR will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of DNR to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve DNR from its primary responsibility for performance of the work.

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**STATE OF MINNESOTA  
AGENCY AGREEMENT  
for  
FEDERAL PARTICIPATION IN CONSTRUCTION**

**State Project Number:** 092-090-054 \_\_\_\_\_

**FAIN No.:** not yet assigned \_\_\_\_\_

This agreement is entered into by and between Minnesota Department of Natural Resources ("MnDNR") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT").

**RECITALS**

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1. Pursuant to Minnesota Statutes Section 161.36, the MnDNR desires MnDOT to act as the MnDNR's agent in accepting federal funds on the MnDNR's behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration ("FHWA") federal funds. The DNR is proposing a federal aid project to construct a portion of the Mill Towns State Trail from White Sands Park Trail Facility to 17<sup>th</sup> Street NW, hereinafter referred to as the "Project"; and
2. The Project is eligible for the expenditure of federal aid funds, and is identified in MnDOT records as State Project 092-090-054, and in Federal Highway Administration ("FHWA") records as Minnesota Project not yet assigned; and
  - 2.1. The Catalog of Federal Domestic Assistance number or CFDA number is 20.205, and
  - 2.2. This project is for construction not research and development.
  - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS**

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**1. Term of Agreement**

- 1.1. **Effective Date.** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.

**2. MnDNR's Duties**

- 2.1. **Designation.** The MnDNR designates MnDOT to act as its agent in accepting federal funds in its behalf made available for the Project. Details on the required processes and procedures are available on the State Aid Website
- 2.2. **Staffing.**
  - 2.2.1. The MnDNR will furnish and assign a publicly employed licensed engineer, ("Project Engineer"), to be in responsible charge of the Project and to supervise and direct the work to be performed under any construction contract let for the Project. In the alternative where the MnDNR elects to use a private consultant for construction engineering services, the MnDNR will provide a qualified, full-time public employee of the MnDNR, to be in responsible charge of the Project. The services of the MnDNR to be performed hereunder may not be assigned, sublet, or transferred unless the MnDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MnDNR from its primary responsibility for performance of the work.

- 2.2.2. During the progress of the work on the Project, the MnDNR authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the MnDNR will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project.
- 2.3. **Pre-letting.** The MnDNR will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.
- 2.3.1. The MnDNR will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project. Any Project advertised prior to authorization **without permission** will not be eligible for federal reimbursement.
- 2.3.2. The MnDNR will prepare the Proposal for Highway Construction for the construction contract, which will include all of the federal-aid provisions supplied by MnDOT.
- 2.3.3. The MnDNR will prepare and publish the bid solicitation for the Project as required by state and federal laws. The MnDNR will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the MnDNR will receive the sealed bids.
- 2.3.4. The MnDNR may not include other work in the construction contract for the authorized Project without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project. All work included in a federal contract is subject to the same federal requirements as the federal project.
- 2.3.5. The MnDNR will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
- 2.3.6. The MnDNR will receive and open bids.
- 2.3.7. After the bids are opened, the MnDNR will consider the bids and will award the bid to the lowest responsible bidder, or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises, the MnDNR will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.
- 2.3.8. The MnDNR entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass through entity in accordance with applicable Federal awarding agency policy.
- 2.4. **Contract Administration.**
- 2.4.1. The MnDNR will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto. All contracts between the MnDNR and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as provided in Section 18 of this agreement.
- 2.4.2. The Project will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT

Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the MnDNR Engineer's Office. The plans, special provisions, and specifications are incorporated into this agreement by reference as though fully set forth herein.

- 2.4.3. The MnDNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project. The services of the MnDNR to be performed hereunder may not be assigned, sublet, or transferred unless the MnDNR is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the MnDNR from its primary responsibility for performance of the work.
- 2.4.4. The MnDNR will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that were in effect at the time the work was performed.
- 2.4.5. The MnDNR will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The MnDNR will notify MnDOT when work is in progress on the Project that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.
- 2.4.6. The MnDNR may make changes in the plans or the character of the work, as may be necessary to complete the Project, and may enter into Change Order(s) with the Contractor. The MnDNR will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the MnDNR that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The MnDNR will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The MnDNR will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the MnDNR. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The MnDNR will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project, the Project Engineer will determine whether the work will be accepted.

## 2.5. **Limitations.**

- 2.5.1. The MnDNR will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies, is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color,

national origin, sex, age, or disability. It is the responsibility of the MnDNR to carry out the above requirements.

2.5.3. Utilities. The MnDNR will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities" which is incorporated herein by reference.

2.6. **Maintenance.** The MnDNR assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the MnDNR for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project, and for reimbursement of eligible costs pursuant to the terms of this agreement.

3.2.2. MnDOT will provide to the MnDNR copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the MnDNR when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then MnDNR must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the project becoming ineligible for federal assistance, and the MnDNR must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project was not completed in compliance with federal requirements.

3.4. **Inspection.** MnDOT, the FHWA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate and monitor the work performed under this agreement. The MnDNR will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the construction contract.

### 4. Time

4.1. The MnDNR must comply with all the time requirements described in this agreement. In the performance of this agreement, time is of the essence

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed after the end date will be eligible for federal funding.** MnDNR must submit all contract close out paperwork to MnDOT, twenty four months prior to the **end date**.

### 5. Payment

5.1. **Cost.** The entire cost of the Project is to be paid from federal funds made available by the FHWA and by other funds provided by the MnDNR. The MnDNR will pay any part of the cost or expense of the Project that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project, pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the MnDNR, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.

- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the MnDNR seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The MnDNR will prepare partial estimates in accordance with the terms of the construction contract for the Project. The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the MnDNR will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project.
- 5.3.1. Following certification of the partial estimate, the MnDNR may request reimbursement for costs eligible for federal funds. The MnDNR's request will be made to MnDOT and will include a copy of the certified partial estimate.
- 5.3.2. Upon completion of the Project, the MnDNR will prepare a final estimate in accordance with the terms of the construction contract for the Project. The Project Engineer will certify the final estimate. Following certification of the final estimate, the MnDNR will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project.
- 5.3.3. Following certification of the final estimate, the MnDNR may request reimbursement for costs eligible for federal funds. The MnDNR's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
- 5.3.4. Upon completion of the Project, MnDOT will perform a final inspection and verify the federal and state eligibility of all the payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the MnDNR for the Project. If MnDOT finds that the MnDNR has been overpaid, the MnDNR must promptly return any excess funds.
- 5.3.5. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the MnDNR may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the MnDNR in this agreement must comply with 2 CFR 200.306.
- 5.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The MnDNR is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements including, but not limited to, 2 CFR Part 200 imposed by the MnDNR's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the MnDNR, or in the event the total amount of federal funds is not available, the MnDNR will be responsible for any and all costs or expenses incurred under this Agreement. The MnDNR further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 5.6. **Closeout.** The MnDNR must liquidate all obligations incurred under this Agreement for each project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award, twenty four months prior to the **end date** of the period of performance for each project. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with funds will continue following project closeout.

**6. Conditions of Payment.** All services provided by MnDNR under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The MnDNR will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

**7. Authorized Representatives**

7.1. MnDOT's Authorized Representative is:

Name: Lynnette Roshell, or her successor.

Title: State Aid Project Development Engineer

Phone: 651-366-3822

Email: Lynnette.roshell@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor MnDNR's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The MnDNR's Authorized Representative is:

Name: Steve Hennessy or his successor.

Title: Acquisition and Development Coordinator

Phone: 651-259-5633

Email: Steve.Hennessy@state.mn.us

If the MnDNR's Authorized Representative changes at any time during this agreement, the MnDNR will immediately notify MnDOT.

**8. Assignment Amendments, Waiver, and Agreement Complete**

8.1. **Assignment.** The MnDNR may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

8.2. **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

8.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

8.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the MnDNR. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

**9. Liability and Claims**

9.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.

9.2. **Claims.** The MnDNR acknowledges that MnDOT is acting only as the MnDNR's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to the Project. The

MnDNR will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. The MnDNR will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project, including reasonable attorney fees incurred by MnDOT. The MnDNR's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the MnDNR's books, records, documents, and accounting procedures and practices of the MnDNR, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The MnDNR will take timely and appropriate action on all deficiencies identified by an audit.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.
- 10.3. If MnDNR expends \$750,000 or more in Federal Funds during the MnDNR's fiscal year, the MnDNR must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **Government Data Practices.** The MnDNR and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the MnDNR under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either the MnDNR or MnDOT.
12. **Workers Compensation.** The MnDNR certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The MnDNR's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
13. **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
14. **Termination; Suspension**
  - 14.1. **Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the MnDNR. Upon termination, the MnDNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
  - 14.2. **Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the MnDNR has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.
  - 14.3. **Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement if:
    - 14.3.1. It does not obtain funding from the Minnesota Legislature; or

14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the MnDNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the MnDNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the MnDNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

14.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the MnDNR during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the MnDNR consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the MnDNR to file state tax returns and pay delinquent state tax liabilities, if any.
16. **Fund Use Prohibited.** The MnDNR will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the MnDNR from utilizing these funds to pay any party who might be disqualified or debarred after the MnDNR's contract award on this Project.
17. **Discrimination Prohibited by Minnesota Statutes §181.59.** The MnDNR will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
18. **Appendix II 2 CFR Part 200 Federal Contract Clauses.** The MnDNR agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the MnDNR shall have the same meaning as "Contractor" in the federal requirements listed below.
- 18.1. **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide

for such sanctions and penalties as appropriate.

- 18.2. **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.3. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.4. **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.5. **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.6. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- 18.7. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.8. **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.9. **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 18.10. **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 18.11. **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, the MnDNR will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 18.12. **Nondiscrimination.** The MnDNR hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the MnDNR receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.
- 18.13. **Federal Funding Accountability and Transparency Act (FFATA).**
- 18.13.1. This Agreement requires the MnDNR to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The MnDNR is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the MnDNR provides information to the MnDOT as required.
- a. Reporting of Total Compensation of the MnDNR's Executives.
  - b. The MnDNR shall report the names and total compensation of each of its five most highly compensated executives for the MnDNR's preceding completed fiscal year, if in the MnDNR's preceding fiscal year it received:

- i. 80 percent or more of the MnDNR's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

Executive means officers, managing partners, or any other employees in management positions.

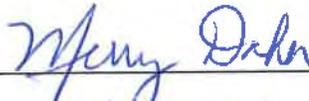
- c. Total compensation means the cash and noncash dollar value earned by the executive during the MnDNR's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
    - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
    - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.13.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.13.3. The MnDNR must report executive total compensation described above to the MnDOT by the end of the month during which this agreement is awarded.
- 18.13.4. The MnDNR will obtain a Data Universal Numbering System (DUNS) number and maintain its DUNS number for the term of this agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each project. More information about obtaining a DUNS Number can be found at: <http://fedgov.dnb.com/webform/>
- 18.13.5. The MnDNR's failure to comply with the above requirements is a material breach of this agreement for which the MnDOT may terminate this agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the MnDNR unless and until the MnDNR is in full compliance with the above requirements.

**MnDNR**

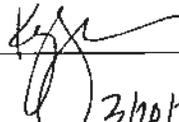
MnDNR certifies that the appropriate person(s) have executed the contract on behalf of the MnDNR as required by applicable articles, bylaws, resolutions or ordinances

By:   
Title: Deputy Director  
Date: 3/13/2018

**DEPARTMENT OF TRANSPORTATION**

By:   
Title: State Aid Engineer  
Date: 3-16-2018

MnDOT Contract Management  
**COMMISSIONER OF ADMINISTRATION**

By:   
Date: 3/16/2018



STATE OF MINNESOTA INTERAGENCY AGREEMENT

Federal Project Number: N/A
State Project Number (SP): Multiple
Trunk Highway Number (TH): Multiple
Project Identification: State Patrol Extraordinary Enforcement in Work Zones

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Public Safety ("DPS")

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 Effective Date: This Agreement will be effective on the date signed by all necessary MnDOT and DPS officials, as required by Minnesota Statutes §16C.05, subdivision 2.
1.2 Expiration Date: This Agreement will expire on June 30, 2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
1.3 Exhibits: Appendix A, a cost calculation matrix, and Appendix B, entitled "Policy and Procedures for the Use of Extraordinary Enforcement in Construction Work Zones", are attached and incorporated into this Agreement.
1.4 Termination: Upon execution of this Agreement, MnDOT Agreement Number 06497 is terminated. DPS will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed prior to termination.

2 Scope of Work

- 2.1 MnDOT awards contracts for and administers construction and maintenance projects on highways statewide. For some projects, MnDOT believes that having State Troopers provide "extraordinary" law enforcement in work zones (enforcement beyond the normal, routine Patrol activity) will help to make those work zones safer. DPS is willing to provide such extraordinary enforcement if MnDOT pays DPS the cost of providing such enforcement.
2.2 DPS will provide off-duty State Patrol officers for extraordinary traffic enforcement and traffic control upon request from MnDOT, and in accordance with the attached "Policy and Procedures for the Use of Extraordinary Enforcement in Construction Work Zones".
2.3 MnDOT will reimburse DPS for State Patrol services as specified in Article 3.
2.4 DPS will invoice MnDOT as specified in Article 4.
2.5 DPS will, at regular intervals, provide MnDOT with a spreadsheet suitable for verifying the State Patrol wages being billed to MnDOT construction and maintenance projects. Format of the spreadsheet will be mutually agreed to by the parties.

3 Consideration and Payment

- 3.1 MnDOT will pay DPS for the extraordinary enforcement services on the following basis:
3.1.1 The actual rate of overtime wage paid for every hour the State Patrol Officer is engaged in extraordinary enforcement, such wages to be determined in accordance with Appendix A.
3.1.2 Retirement benefit overhead will be paid, at the prevailing rate, applied to all hours paid in accordance with Article 3.1.1 above.
3.1.3 DPS indirect/administrative costs will be paid, at the prevailing rate, applied to the costs specified in Articles 3.1.1 and 3.1.2 above.

- 3.1.4 An allocated share of FICA and a workers comp factor will be paid, in accordance with the table in Appendix A.
- 3.1.5 Travel to the construction/maintenance work zone, patrol mileage, and return to base will be paid at the established rate for the class of vehicle used.
- 3.1.6 Subsistence and lodging will be paid in accordance with the specifications of the applicable collective bargaining agreement. Copies of expense vouchers must be submitted with invoices.
- 3.2 Appendix A is valid for State Fiscal Year 2018. Rates are subject to change every fiscal year. Near the start of each fiscal year, DPS will provide MnDOT with a revised Appendix A. Upon acceptance by MnDOT, such revised Appendix A will be deemed to incorporated into and become part of this Agreement without a formal amendment.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed \$5.5 million.

#### **4. Conditions of Payment**

- 4.1. All services provided by DPS 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 DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3. DPS must create and enter an invoice in SWIFT.
- 4.4. MnDOT will make payment using the bilateral netting process in SWIFT.
- 4.5. DPS will invoice MnDOT on a bi-weekly basis. Invoices must itemize hours worked, retirement costs, indirect costs, travel costs, and subsistence/lodging costs; and must be in accordance with the following: All invoices must refer to the individual construction or maintenance project number and contract number. The project number and contract number will be provided to the District Patrol Captain and Patrol Officer by the Construction Assistant District Engineer or Area Maintenance Engineer coordinating the State Patrol services.
- 4.6. If funding for extraordinary enforcement is transferred to MnDOT district offices, then DPS will be required to submit invoices to the appropriate MnDOT district for payment.

#### **5 Authorized Representatives**

- 5.1 MnDOT's Authorized Representative and Project Manager will be:  
Tom Ravn, State Construction Engineer (or successor)  
395 John Ireland Blvd MS: 650, St Paul, MN 55155-1899  
Telephone: 651-366-4228  
Fax: 651-366-4248  
tom.ravn@state.mn.us
- 5.2 DPS's Authorized Representative will be:  
Matthew Langer, Colonel, Minnesota State Patrol (or successor)  
Address: 445 Minnesota Street Suite 130, St Paul, MN 55101-5130  
Telephone: 651-201-7114  
Mobile: 612-919-8178

E-Mail: [matthew.langer@state.mn.us](mailto:matthew.langer@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.

**[The remainder of this page has been intentionally left blank.] Signature page follows:**

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: *Wanda Hoffman*  
Date: 07/13/17

SWIFT Contract (SC) ID No.: 142893

Purchase Order (PO) ID No.: 3000367235

**DEPARTMENT OF PUBLIC SAFETY**

By: *[Signature]*

Title: CHIEF

Date: 7-19-17

**MnDOT**

By: *Nancy Daubnerger*  
(with delegated authority)

Title: Engineering Services Division Director

Date: 7/14/2017

**MnDOT CONTRACT MANAGEMENT**

By: *[Signature]*

Date: 7-25-2017

## Appendix A

Attached to Agreement# 1028439

8 <sup>th</sup> Step Trooper Overtime Rate*		\$51.95
	<b>FY2018</b>	
Retirement*	21.6%	\$11.22
Indirect/Administrative Costs**	7.15%	\$3.71
FICA***	1.45%	\$ .75
Worker's Comp Factor***	2.10%	\$1.09
Mileage (40 miles, .535 per mile)	.535	\$21.40
Total		\$90.12

Example shows Trooper at step 8 without any differentials  
 This is an example only actual Trooper rates will vary in  
 Accordance with union contracts

\*Rate determined by State Law

\*\*Rate determined annually and approved by Minnesota Management and Budget (MMB)

\*\*Includes funds that go to parties: Minnesota State Patrol and Fiscal Administrative Staff

\*\*\*Rate determined by Federal Law

Mileage is indexed and changes each FY

This is the initial appendix; this appendix may be revised annually  
 In accordance with article 3.2 of the agreement

## Appendix B

# POLICY AND PROCEDURES FOR THE USE OF EXTRAORDINARY ENFORCEMENT EFFORTS IN CONSTRUCTION WORK ZONES

### POLICY

It is the policy of the Minnesota Department of Transportation (MnDOT) and the Federal Highway Administration (FHWA) to employ extraordinary traffic enforcement and surveillance efforts in construction work zones, when those efforts can reasonably be expected to increase the safety of the traveling public or of construction personnel. When such extraordinary efforts are utilized, the incremental costs experienced by the providing policy agency, typically the State Patrol, should be shared equally by the project sponsors. The need for such efforts should, if possible, be identified early in the project development process, so that the efforts of the concerned agencies can best be coordinated.

It is the intention of MnDOT to employ the State Patrol on all federally funded construction projects requiring extraordinary enforcement. Charges to the construction project will be expected for the enforcement effort only when some additional costs are incurred by the State patrol, this is the costs associated with overtime in this category. It is only in those cases that an agreement would be required.

The use of the State Patrol is considered cost effective because no other practical alternative exists.

### DEFINITIONS

The situations in which a need for extraordinary traffic enforcement might be required can be categorized into three classes:

1. EXTENDED INVOLVEMENT: This category is divided into two parts:
  - a. LONG-TERM PREDICTABLE includes all those cases in which a project is being built under traffic on very high volume, high speed routes. Enforcement efforts in this class would typically be focused on reducing the traveling speed through the project zone. The need for such efforts should be identified in the design phase of the project and provisions for the costs and approvals should be included in the PS&E documents.
  - b. LONG-TERM UNPREDICTABLE includes unanticipated circumstances that develop through the course of construction that result in the need for more enforcement efforts. Vandalism of project signing and safety devices is a typical cause of such an unexpected need.
2. MODERATE-TERM includes all those instances that might require some effort of up to one day. These situations should be reasonably predictable and should be discussed with the State Patrol at the time of the pre-construction conference. These would typically not require additional staff assigned to the area by the State Patrol.
3. MINOR includes those classes that might require some involvement of less than one day. These would typically be handled without any additional staff assigned to the area by the State Patrol.

## PROCEDURES

The appropriate procedure shall be used when it is determine that extraordinary traffic enforcement efforts are needed.

### LONG-TERM PREDICTABLE PROCEDURE

This procedure shall be used for projects where the extraordinary enforcement needs are expected so projects may receive prior FHWA approval.

<u>Responsible Organization</u>	<u>Required Action</u>
District Design/C.O. Design	1. Evaluate projects that might require enforcement efforts.
	2. Include the provision of enforcement services in the design study report.
C.O. Design	3. Review, modify and/or approve the design study report.
District Design	4. After such effort is approved in a design study report, then contact the local State Patrol District Captain to describe the expected need and ask assistance in the defining of an enforcement plan and in estimating the cost of the plan.
State Patrol.	5. Assist in the development of the district enforcement plan and provide an estimate of the cost.
District Design/C.O. Design	6. Include the provision of enforcement services into the PS&E documents, including all needed federal programming and authorizing documents.
District Construction	7. Coordinate provisions of services and modify as needed. Submit report of patrol hours and costs to State Construction Engineer.
State Patrol District	8. Provide enforcement services.
State Patrol Headquarters	9. Invoice MnDOT Construction Office referencing the Contract Number and State Project Number.

- |   |  |
|---|--|
| State Patrol Headquarters                   | 10. Monitor the continued need/appropriateness of the services being provided. Modify as needed.                                     |
| Federal Aid Billing/Finance                 | 11. Calculate appropriate costs for all charges to the projects and submit for federal participation. Costs billed under function 6. |
| State Patrol District/District Construction | 12. Determine the conclusion of the effort, report total costs by project.   |
| Office of Finance                           | 13. Transfer charges to the appropriate highway project at close of collecting project.  |

#### LONG-TERM UNPREDICTABLE PROCEDURE

This procedure shall be used in case of unexpected needs or on projects that have not had prior FHWA approval.

Responsible Organization	Required Action
District Construction	1. Determine the need for enforcement effort. 2. Contact State Patrol District Captain to discuss need.
State Patrol District	3. Develop enforcement plan. 4. Estimate plan costs and submit to Construction Assistant District Engineer for review.
District Construction	5. Submit to State Construction Engineer for approval.
C.O. Construction	6. Contact FHWA for authorization and/or approval.

NOTE: In emergency situation, work may proceed with verbal approval of FHWA and the State Construction engineer.

#### ADDITIONAL ENFORCEMENT AGENCY PROCEDURE

This procedure shall be used in those cases where the enforcement service will be provided by an enforcement agency other than the State Patrol.

Responsible Organization	Required Action
District Construction or Design	1. Contact enforcement agency to determine availability, costs, etc. 2. Develop proposal for the use of extraordinary enforcement which includes projected costs and cost items and a draft with local agency.
State Construction Engineer	3. Submit proposal to State construction Engineer for review and approval. 4. Contact FHWA for authorization and/or approval.

District Construction

5. Coordinate provisions of services and modify as needed. Submit report of Patrol Agency hours and costs to State Construction Engineer.

Policy Agency

6. Provide enforcement services.

7. Invoice MnDOT Construction office referencing Contract Number first and State Project Number.

Federal Aid Billing/Finance

8. Calculate appropriate costs for all charges to the project and submit for federal participation. Costs billed under Function 6.

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPT OF VETERANS AFFAIRS—VETERANS HOME MINNEAPOLIS  
FOR  
SUPPLY ROAD SALT FOR WINTER SEASON OF 2017-2022**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation (“MnDOT”) and the Minnesota Dept of Veterans Affairs—Veteran’s Home Minneapolis (“VDVA-VHMM”) located at: 5101 Minnehaha Avenue South, Minneapolis, MN 55417.

**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 road salt; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

**1. Term of Agreement; Exhibits**

- 1.1 *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and VDVA-VHM officials pursuant to Minnesota law.
- 1.2 *Expiration date.* This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 11.
- 1.3 *Exhibits.* Exhibit A is attached and incorporated into this agreement.

**2. Scope of Work and Responsibilities of Each Party.**

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit A.

**2.1 MnDOT responsibilities.** MnDOT will:

- 2.1.1 On November 1<sup>st</sup> of each year (at current rate), invoice VDVA-VHM for 50 tons of road salt for the winter season,
- 2.1.2 Provide up to 50 tons of road salt,
- 2.1.3 Load salt,
- 2.1.4 Maintain records of salt picked up by VDVA-VHMM,
- 2.1.5 On May 1 of each year the agreement funds will be reconciled by the MnDOT’s Authorized Representative in Article 4.2 and forwarded to MnDOT Finance and any remaining funds, will be refunded to MDVA-VHM.

- 2.1.6 Will create invoices in SWIFT and make payment of refunds using the bilateral netting process in SWIFT.

2.2 **VDVA-VHM responsibilities.** VDVA-VHM will:

- 2.2.1 Promptly pay MnDOT the invoice amount for the current year,
- 2.2.2 Pick up salt up to 50 tons at the Cedar Avenue truck station,
- 2.2.3 Arrange for the hauling of road salt from the Cedar Avenue truck station,
- 2.2.4 Maintain records of salt removed,
- 2.2.5 MDVA-VHM must create and enter an invoice in SWIFT for the refund amount, if any.

3. **Terms of Payment**

- 3.1 MnDOT will invoice VDVA-VHM as follows: upon execution of this agreement Local Government will pay for salt to be picked up October 1, 2017 to June 30, 2018 cost of \$3,518.11.
- 3.2 Future payments due under this agreement will be invoiced as follows:
  - 3.2.1 Invoice July 1, 2018 for salt picked up between July 1, 2018 and June 30, 2019.
  - 3.2.2 Invoice July 1, 2019 for salt picked up between July 1, 2019 and June 30, 2020.
  - 3.2.3 Invoice July 1, 2020 for salt picked up between July 1, 2020 and June 30, 2021.
  - 3.2.4 Invoice July 1, 2021 for salt picked up between July 1, 2021 and June 30, 2022.
- 3.3 The Other Party/ Local Government will make payment to the order of the Commissioner of Transportation. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN BELOW AND AT THE TOP OF THIS CONTRACT. Remit payment as required in Article 2.2.5:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 1028455  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

- 3.4 The total obligation under this agreement is estimated to be \$18,678.13. This assumes an increase of 3% per year.

4. **Authorized Representatives**

- 4.1 *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.
- 4.2 *MnDOT's Authorized Representative* is

Name: Jay Emerson (or successor)  
Title: South Region TOS 4  
MnDOT - Metro District--Maintenance  
Street Address: 1500 County Road B2, MS 050  
City State Zip: Roseville, MN 55113  
Telephone: 651-234-7907  
Email: [Jay.emerson@state.mn.us](mailto:Jay.emerson@state.mn.us)

4.3 *VDVA-VHM's Authorized Representative* is:

Name: Brent Gustafson, (or successor)  
 Title: Groundskeeper  
 Other: Department of Veterans Affairs-Veterans Home Minneapolis  
 Party/Local  
 Gov't Name:  
 Billing Address: 5101 Minnehaha Ave South  
 City State Zip: Minneapolis, MN 55417-1699  
 Street Address: 5101 Minnehaha Ave South  
 City State Zip: Minneapolis, MN 55417-1699  
 Telephone: 612-548-5942  
 Email: [brent.gustafson@state.mn.us](mailto:brent.gustafson@state.mn.us)

**Liability**

- 4.4 Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Agreement. The liability of MnDOT and MDVA-VHM is governed by Minnesota §3.736 and other applicable law.
5. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by MnDOT and the Legislative Auditor for a minimum of six years.
6. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.
7. **Government Data Practices:**  
 The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.
8. **Assignment and Amendments**
- 8.1 *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.
- 8.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.
9. **Waiver; Contract Complete**
- 9.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
- 9.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.
10. **Termination:** This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party

**VDVA-VHM**

The VDVA-VHM certifies that the appropriate person(s) have executed the contract on behalf of the VDVA-VHM as required by applicable articles, bylaws, resolutions or ordinances.

By: *Thomas Paul*  
Title: Asst. Adm.  
Date: 11-6-17

**COMMISSIONER OF TRANSPORTATION**

By: *Ann Sabar*  
Title: Assistant Commissioner or Assistant Division Director  
Date: 11/20/17

**VDVA-VHM ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: *Theresa Summer*  
Date: 11-17-2017  
SWIFT Contract # 134484

**COMMISSIONER OF ADMINISTRATION**

By: *Ryan Hauke*  
Date: 11/21/17

SWIFT Purchase Order # 3000032479

Exhibit B  
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 102845

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee		****Maintenance/ Billing Overhead		Materials/ Supplies Total Cost
				Percent	Cost	Percent	Cost	
Salt	50	\$56.73	\$2,836.50	24.03%	\$ 681.61			\$ 3,518.11
			\$0.00		\$ -			\$ -
			\$0.00		\$ -			\$ -
			\$0.00		\$ -		M/BO not charged to inventory	\$ -
<b>Total Materials and Supplies</b>			<b>\$0.00</b>					<b>\$ 3,518.11</b>

Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost	Equipment Rental Total Cost
Equipment Rental Item 1			\$0.00	25.43%	\$0.00	\$0.00
Equipment Rental Item 2			\$0.00		\$0.00	\$0.00
<b>Total Equipment Cost</b>			<b>\$0.00</b>			<b>\$0.00</b>

Costs of Consultants	Amount	Consultant Total
Consultant Contract 1		\$0.00
Consultant Contract 2		\$0.00
<b>Total Consultants</b>	<b>\$0.00</b>	<b>\$0.00</b>

Employee -Job Class	Per Hour	*1Rate	**Labor		Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	****Maintenance/ Billing Overhead		Salaries Total Cost
			*2 Basic Fringe Rate	Additive Percent					Percent	Cost	
1 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
1 Overtime			Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00		\$0.00	\$0.00
1 NA							\$0.00			\$0.00	\$0.00
2 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
2 Overtime		\$0.00	Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00				\$0.00		\$0.00		\$0.00	\$0.00
2 NA							\$0.00			\$0.00	\$0.00
3 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00		\$0.00	\$0.00
3 NA							\$0.00			\$0.00	\$0.00
<b>Total Cost of Salaries</b>							<b>\$0.00</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>Total Contract</b>											<b>\$3,518.11</b>

Five year agreement with est. 3% annual increase see Table on the next page.

Boxes in	are input boxes.	Total Estimated agreement			\$18,678.13
Boxes in	are notes.				
Total Cost of Contract FY 2018	Increase %	Increase \$	\$3,518.11		
FY 2019 plus	3.0%	\$105.54	\$3,623.65		
FY 2020 plus	3.0%	\$108.71	\$3,732.36		
FY 2021 plus	3.0%	\$111.97	\$3,844.33		
FY 2022 plus	3.0%	\$115.33	\$3,959.66		
<b>Total Cost of Contract</b>			<b>\$18,678.13</b>		

## Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

**Rates/Additives** are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:  
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

\*1 **Hourly Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different. \*2 A basic fringe rate of \$10.07 can be added to the hourly rate or to find out an employee's hourly rate including fringe, contact your Human Resources office.

\*\* **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

\*\*\***Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

\*\*\*\***Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

**Shop Overhead** (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above.

Please call Contract Management for help with this calculation.

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

**Project Identification:** Chemical Analysis of Highway Water Runoff Samples Collected

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Health ("MDH").

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on June 30, 2018, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

**2 Scope of Work**

**2.1 Duties of MDH.** MDH will:

- 2.1.1 Provide analytical services for water and other environmental samples that will be collected and submitted by MnDOT. These services may include, but are not limited to, all or some constituents listed in Exhibit A.
- 2.1.2 With written consent from both parties, methods and/or technologies may be altered from those listed in Exhibit A, as long as the change is compliant with regulations.
- 2.1.3 MDH agrees to perform MnDOT environmental sample analysis using methods approved by regulation or referenced by permit, where applicable.
- 2.1.4 When multiple analytical methods are available MnDOT agrees to identify on the lab request form which method MDH should use for sample analysis. If none is specified MDH will contact MnDOT for method clarification prior to sample processing.
- 2.1.5 Furnish MnDOT with the following materials and equipment:
- Bottles, bottle labels, preservatives or other chemicals and other necessary materials to collect samples. When replacement sample collection materials are needed, MnDOT will notify MDH one week in advance with the amount and type of materials required.
  - Guidelines concerning the number and type of bottles needed for each type of test and other information needed to prepare water samples prior to submittal available at:
  - <http://www.health.state.mn.us/divs/phl/environmental/handbook.pdf>
- 2.1.6 Maintain quality control program consistent with Environmental Protection Agency (EPA) guidelines and be certified by the EPA for Drinking water analysis.
- 2.1.7 Enable MnDOT to have remote computer access (for inspection purposes), to MDH's storage of partial results as MDH's analyses are progressing to completion on MnDOT samples.
- 2.1.8 Advise MnDOT, in detail, on how chemical analysis results may be transferred from MDH's analytical storage to MnDOT's chemical and environmental computer data storage system using electronics and/or computer media. No compensation is contemplated for this advice.
- 2.1.9 Assist with personnel and material in the implementation of any automated data transfer plan when directed to do so by MnDOT.

*The MDH retention schedule for all raw and supporting data is five years.*

**2.2 Deliverables by MDH.**

- 2.2.1 The act of receiving a sample from MnDOT is a commitment by MDH to fulfill all requirements of the Agreement for the received sample. The received sample will be handled, stored and analyzed in accordance with the EPA guidelines on a 24 hour, year round basis. Samples will be destroyed via current MDH sample disposal policies.
- 2.2.2 Should MDH fail to accomplish the guidelines, in their entirety, MnDOT will be notified by e-mail as soon as possible, but no later than 4:00 p.m. of the next business day, that samples were received. The foregoing failed sample will be analyzed to completion, if possible, unless MnDOT advises otherwise upon notification. MnDOT will retain the right to accept the results and pay the regular fee, or reject the results and not pay any fee on such failed samples.
- 2.2.3 Laboratory data logs will be available for inspection by MnDOT or its designated agent at MnDOT's or its agent's request.
- 2.2.4 MDH will perform MnDOT's priority sample test and return these test results within 10 business days or less.
- 2.2.5 Standard turnaround time (TAT) for the routine reporting time for water samples is 21 business days.
- 2.2.6 MDH will maintain the laboratory data logs in a way which will allow to identify, deliver and report separately the results of analyses conducted on the samples collected from each of the following:

<b>Projects:</b>	<b>Source Type for billing purposes:</b>
MnDOT's OES Projects (DD)	1071
MnDOT's Metro Tunnel Project (DR)	2195
MnDOT's Metro 610 Project (DT)	2195

**2.3 Duties of MnDOT. MnDOT will:**

- 2.3.1 Obtain the samples at sites collected by MnDOT and deliver the samples to MDH's Environmental Laboratory for analysis with a completed chain of custody form (COC).
- 2.3.2 Agree to submit COC minimum requirements according to the current MDH Sample Acceptance Policy: <http://www.health.state.mn.us/divs/ph/environmental/ops010.pdf>.
- 2.3.3 Record all information, in ink, with any changes lined through such that the original entry is visible include and the date and initials of the person making the change.

**3 Consideration and Payment**

- 3.1 MDH will be paid on a Unit Rate basis in accordance with Exhibit A. The cost of the work performed by MDH on water samples will be based on summation of the fixed price for each chemical constituent analysis requested as listed in Exhibit A. A monthly tabulation will list separately the analyses completed for each of the following:

<b>Projects:</b>	<b>Total Analyses will not exceed:</b>
MnDOT's OES Projects (DD)	\$30,000.00
MnDOT's Metro Tunnel Project (DR)	\$2,938.00
MnDOT's Metro 610 Project (DT)	\$16,800.00

- 3.2 MDH must submit invoices electronically for payment, using the format set forth in Exhibit B, accompanied by tabulation as cited in Article 3.1 when submitting invoices.
- 3.2.1 Invoices for payment will be submitted by the 15th of every month.
- 3.2.2 Payment will be based on the deliverables provided and made upon receipt of invoices from MDH.
- 3.2.3 A final adjustment will be made after receipt of the final invoice and final audit so that total payments equal the exact cost of analytical services received by MnDOT.
- 3.2.4 The Unit Rates identified in Exhibit A of this Agreement are the provisional rates approved for use in fiscal year 2018 and they are subject to final audit.
- 3.3 The table of fixed costs for individual chemical constituents listed in Exhibit A will remain in effect until June 30, 2018.
- 3.4 The cost of analysis performed by MDH for parameters not listed in Exhibit A, for underwater bottom samples and for monitoring, evaluating and advice as to the adequacy of the test sample analysis quality control programs of MnDOT and/or any private laboratory retained by MnDOT, will be added to the monthly costs tabulation and is listed in Exhibit A under Administrative consult.

- 3.5 Charges for priority work as noted in Article 2.2.4 of this agreement will be based on the standard charge listed in Exhibit A for the analysis plus a 50% surcharge for priority.
- 3.6 MnDOT will pay to MDH such direct expenses incurred by MDH for:
  - 3.6.1 The purchases of containers, materials and supplies as may be required by MnDOT to facilitate the collection of samples for submission to MDH, but not analyzed by MDH.
  - 3.6.2 Services from MDH found to be mutually agreeable by MDH and MnDOT.
- 3.7 If it appears at any time the payment to MDH will exceed the total obligation of this Agreement, MDH agrees that it will not perform any services in excess of that amount until MnDOT has advised it. An amendment will need to be processed.
- 3.8 In the event that a sample or parameters are not run as requested, MnDOT will make no payment.
- 3.9 The total obligation of MnDOT for all compensation and reimbursements to MDH under this Agreement will not exceed \$49,738.00.

#### 4 Conditions of Payment

- 4.1 All services provided by MDH 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 MDH invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MDH within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MDH within 30 days of receipt of such invoice.
- 4.3 MDH must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

#### 5 Agreement Personnel

- 5.1 MnDOT's Authorized Representative will be:
  - Name: Kelly Arneson, Contract Administrator (or his/her successor)
  - Address: Minnesota Department of Transportation  
Consultant Services Section, Mail Stop 680  
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1899
  - Telephone: 651-366-4774
  - E-Mail: [Kelly.Arneson@state.mn.us](mailto:Kelly.Arneson@state.mn.us)
- 5.2 MnDOT's Project Manager will be:
  - Name: Lucas Bistodeau, Project Manager (or his/her successor)
  - Address: Minnesota Department of Transportation  
Office of Environmental Services, Fort Snelling, Mail Stop 660  
6000 Minnehaha Avenue, St. Paul, Minnesota 55111-4079
  - Telephone: 651-366-5811
  - E-Mail: [lucas.bistodeau@state.mn.us](mailto:lucas.bistodeau@state.mn.us)
- 5.3 MDH's Authorized Representative will be:
  - Name: Paul Moyer, Environmental Lab Manager
  - Address: Minnesota Department of Health  
601 Roberts Street North, P.O. Box 64975  
St. Paul, Minnesota 55164-0899
  - Telephone: 651-201-5669
  - E-Mail: [paul.moyer@state.mn.us](mailto:paul.moyer@state.mn.us)

**6 Amendments**

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** MDH 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, MDH 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.** MDH agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Std_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. MHD'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, MDH 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.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

SWIFT Contract ID No. 128282

SWIFT Purchase Order ID No. 3000366271

**MDH**

Signed: Dawn Udean  
Title: Acct. Supervisor Principal  
Date: 7/7/17

**MnDOT**

(with delegated authority)

Signed:

Title:

Date:

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:



*Protecting, maintaining and improving the health of all Minnesotans*

**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for General Chemistry**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Acetate IC	EPA 300.1	Non-potable Water	18
Alkalinity, Bicarbonate as CaCO <sub>3</sub> <sup>1</sup>	SM 2320B 21 <sup>st</sup> ED	Drinking Water	0
Alkalinity, Bicarbonate as CaCO <sub>3</sub> <sup>1</sup>	SM 2320B-1997	Non-potable Water	0
Alkalinity, Carbonate as CaCO <sub>3</sub> <sup>1</sup>	SM 2320B 21 <sup>st</sup> ED	Drinking Water	0
Alkalinity, Carbonate as CaCO <sub>3</sub> <sup>1</sup>	SM 2320B-1997	Non-potable Water	0
Alkalinity as CaCO <sub>3</sub>	SM 2320B 21 <sup>st</sup> ED	Drinking Water	17
Alkalinity as CaCO <sub>3</sub>	SM 2320B-1997	Non-potable Water	17
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	18
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	18
BOD	Hach 10360	Non-potable Water	59
Bromide 300.1	EPA 300.1	Drinking Water Non-potable Water	16
CBOD	Hach 10360	Non-potable Water	62
Chemical Oxygen Demand	EPA 410.4	Drinking Water Non-potable Water	29
Chemical Oxygen Demand, Dissolved	EPA 410.4	Drinking Water Non-potable Water	29
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	16
Chlorophyll-A	SM 10200H-2001	Non-potable Water	44



*Protecting, maintaining and improving the health of all Minnesotans*

**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for General Chemistry**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Chlorophyll-A Lab Filter	SM 10200H-2001	Non-potable Water	71
Color	SM2120B 21 <sup>st</sup> ED	Drinking Water	15
Color	SM2120B-2001	Non-potable Water	15
Conductivity	SM 2510B 21 <sup>st</sup> ED	Drinking Water	15
Conductivity	SM 2510B-1997	Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water	98
		Non-potable Water	
Cyanide, Free	SM 4500-CN F 21 <sup>st</sup> ED	Drinking Water	35
Dissolved Organic Carbon	SM 5310C 21 <sup>st</sup> ED	Drinking Water	22
Dissolved Organic Carbon	SM 5310C-2000	Non-potable Water	22
Fluoride	SM 4500-F-C 21 <sup>st</sup> ED	Drinking Water	18
Fluoride	SM 4500-F-C-1997	Non-potable Water	18
Fluoride, Dissolved	SM 4500-F-C 21 <sup>st</sup> ED	Drinking Water	18
Fluoride, Dissolved	SM 4500-F-C-1997	Non-potable Water	18
Kjeldahl Nitrogen as N	EPA 351.2	Drinking Water	37
		Non-potable Water	
Kjeldahl Nitrogen as N, Dissolved	EPA 351.2	Drinking Water	37
		Non-potable Water	
Lab Filtered	MDH	Drinking Water	20
		Non-potable Water	
Nitrate + Nitrite Nitrogen	SM 4500-NO3 F 21 <sup>st</sup> ED	Drinking Water	16



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for General Chemistry**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY18 Price (\$)</b>
Nitrate + Nitrite Nitrogen	EPA 353.2	Non-potable Water	16
Nitrate + Nitrite Nitrogen, Dissolved	SM 4500-NO3 F 21 <sup>st</sup> ED	Drinking Water	16
Nitrate + Nitrite Nitrogen, Dissolved	EPA 353.2	Non-potable Water	16
Nitrite	SM 4500-NO2 B 21 <sup>st</sup> ED	Drinking Water	28
Nitrite	SM 4500-NO2 B-2000	Non-potable Water	28
Nitrite, Dissolved	SM 4500-NO2 B 21 <sup>st</sup> ED	Drinking Water	28
Nitrite, Dissolved	SM 4500-NO2 B-2000	Non-potable Water	28
Orthophosphate as Phosphate	EPA 365.1	Drinking Water	20
Orthophosphate as Phosphorus	SM 4500-P G-1999	Non-potable Water	20
Orthophosphate, Dissolved as Phosphate	EPA 365.1	Drinking Water	20
Orthophosphate, Dissolved as Phosphorus	SM 4500-P G-1999	Non-potable Water	20
pH	SM 4500-H+B 21 <sup>st</sup> ED	Drinking Water	15
pH	SM 4500-H+B-2000	Non-potable Water	15
Pheophytin-A	SM 10200H-2001	Non-potable Water	14
Phosphorus as Phosphate	SM 4500P I 21 <sup>st</sup> ED	Drinking Water	18
Phosphorus (Non-potable) as Phosphorus	EPA 365.1	Non-potable Water	20
Phosphorus, Dissolved as Phosphorus	EPA 365.1	Drinking Water Non-potable Water	20



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for General Chemistry**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Sand	Petrology of Sedimentary Rocks, 2nd ed	Drinking Water Non-potable Water	50
Silica	SM 4500-SiO2 C 21 <sup>st</sup> ED	Drinking Water	41
Silica	SM 4500-SiO2 C-1997	Non-potable Water	41
Silica, Dissolved	SM 4500-SiO2 C 21 <sup>st</sup> ED	Drinking Water	41
Silica, Dissolved	SM 4500-SiO2 C-1997	Non-potable Water	41
Solids, Suspended	SM 2540D 21 <sup>st</sup> ED	Drinking Water	25
Solids, Suspended	SM 2540D-1997	Non-potable Water	25
Solids, Suspended Volatile <sup>2</sup>	SM 2540E 21 <sup>st</sup> ED	Drinking Water	40
Solids, Suspended Volatile <sup>2</sup>	SM 2540E-1997	Non-potable Water	40
Solids, Total Dissolved	SM 2540C 21 <sup>st</sup> ED	Drinking Water	38
Solids, Total Dissolved	SM 2540C-1997	Non-potable Water	38
Solids, Total	SM 2540B 21 <sup>st</sup> ED	Drinking Water	31
Solids, Total	SM 2540B-1997	Non-potable Water	31
Solids, Total Volatile <sup>2</sup>	SM 2540E 21 <sup>st</sup> ED	Drinking Water	48
Solids, Total Volatile <sup>2</sup>	SM 2540E-1997	Non-potable Water	48
Sulfate	EPA 300.1	Drinking Water Non-potable Water	16
Total Organic Carbon	SM 5310C 21 <sup>st</sup> ED	Drinking Water	22



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for General Chemistry**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Total Organic Carbon	SM 5310C-2000	Non-potable Water	22
Turbidity	SM 2130B 21 <sup>st</sup> ED	Drinking Water	19
Turbidity	SM 2130B-2001	Non-potable Water	19
UV Absorbance @ 254 nm	SM 5910B 21 <sup>st</sup> ED	Drinking Water	35
UV Absorbance @ 254 nm	SM 5910B-2000	Non-potable Water	35
UV Absorbance @ 440 nm	MDH 55	Drinking Water Non-potable Water	35
UV Absorption, specific	Calculation	Drinking Water Non-potable Water	0



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Microbiology Unit**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY18 Price (\$)</b>
Coliform – MPN - QT	SM 9223B 21 <sup>st</sup> ED	Drinking Water	26
Coliform - PA	SM 9223B 21 <sup>st</sup> ED	Drinking Water	15
Coliform – PA (Surface Source Waters)	SM 9223B 21 <sup>st</sup> ED	Drinking Water	15
E. coli – MPN - QT	SM 9223B-1997	Non-potable Water	26



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Metals**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY18 Price (\$)</b>
Aluminum	EPA 200.8	Drinking Water Non-potable Water	15
Aluminum	EPA 6020	Non-potable Water	15
Aluminum, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Aluminum, Dissolved	EPA 6020	Non-potable Water	15
Antimony	EPA 200.8	Drinking Water Non-potable Water	15
Antimony	EPA 6020	Non-potable Water	15
Antimony, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Antimony, Dissolved	EPA 6020	Non-potable Water	15
Arsenic Speciation	MDH Method	Drinking Water	90
Arsenic Speciation, Dissolved	MDH Method	Drinking Water	90
Arsenic	EPA 200.8	Drinking Water Non-potable Water	15
Arsenic	EPA 6020	Non-potable Water	15
Arsenic, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Arsenic, Dissolved	EPA 6020	Non-potable Water	15
Barium	EPA 200.8	Drinking Water Non-potable Water	15
Barium	EPA 6020	Non-potable Water	15
Barium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Barium, Dissolved	EPA 6020	Non-potable Water	15
Beryllium	EPA 200.8	Drinking Water Non-potable Water	15
Beryllium	EPA 6020	Non-potable Water	15
Beryllium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Beryllium, Dissolved	EPA 6020	Non-potable Water	15
Boron	EPA 200.7	Drinking Water Non-potable Water	15
Boron	EPA 6010B	Non-potable Water	15
Boron, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Boron, Dissolved	EPA 6010B	Non-potable Water	15
Cadmium	EPA 200.8	Drinking Water Non-potable Water	15
Cadmium	EPA 6020	Non-potable Water	15
Cadmium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Cadmium, Dissolved	EPA 6020	Non-potable Water	15
Calcium	EPA 200.7	Drinking Water Non-potable Water	15
Calcium	EPA 6010B	Non-potable Water	15
Calcium as CaCO <sub>3</sub>	EPA 200.7	Drinking Water Non-potable Water	15
Calcium as CaCO <sub>3</sub>	EPA 6010B	Non-potable Water	15



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Calcium as CaCO <sub>3</sub> , Dissolved	EPA 200.7	Drinking Water	15
		Non-potable Water	
Calcium as CaCO <sub>3</sub> , Dissolved	EPA 6010B	Non-potable Water	15
Calcium, Dissolved	EPA 200.7	Drinking Water	15
		Non-potable Water	
Calcium, Dissolved	EPA 6010B	Non-potable Water	15
Chromium	EPA 200.8	Drinking Water	15
		Non-potable Water	
Chromium	EPA 6020	Non-potable Water	15
Chromium, Dissolved	EPA 200.8	Drinking Water	15
		Non-potable Water	
Chromium, Dissolved	EPA 6020	Non-potable Water	15
Cobalt	EPA 200.8	Drinking Water	15
		Non-potable Water	
Cobalt	EPA 6020	Non-potable Water	15
Cobalt, Dissolved	EPA 200.8	Drinking Water	15
		Non-potable Water	
Cobalt, Dissolved	EPA 6020	Non-potable Water	15
Copper	EPA 200.8	Drinking Water	15
		Non-potable Water	
Copper	EPA 6020	Non-potable Water	15
Copper, Dissolved	EPA 200.8	Drinking Water	15
		Non-potable Water	
Copper, Dissolved	EPA 6020	Non-potable Water	15
Copper Dissolved, Low Level	EPA 200.8	Drinking Water	15
		Non-potable Water	



*Protecting, maintaining and improving the health of all Minnesotans*

**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Copper Dissolved, Low Level	EPA 6020	Non-potable Water	15
Copper, Low Level	EPA 200.8	Drinking Water Non-potable Water	15
Copper, Low Level	EPA 6020	Non-potable Water	15
Hardness (200)	SM 2340B 21 <sup>st</sup> ED	Drinking Water	15
Hardness (200)	SM 2340B-1997	Non-potable Water	15
Hardness (6010B)	SM 2340B-1997	Non-potable Water	15
Hardness, Dissolved (6010B)	SM 2340B-1997	Non-potable Water	15
Iron	EPA 200.7	Drinking Water Non-potable Water	15
Iron	EPA 6010B	Non-potable Water	15
Iron, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Iron, Dissolved	EPA 6010B	Non-potable Water	15
Iron, Dissolved, Low Level	EPA 200.7	Drinking Water Non-potable Water	15
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	15
Lab Filtered - Metals	MDH Method	Drinking Water Non-potable Water	20
Lead	EPA 200.8	Drinking Water Non-potable Water	15
Lead	EPA 6020	Non-potable Water	15
Lead, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Lead, Dissolved	EPA 6020	Non-potable Water	15
Lithium	EPA 200.8	Drinking Water Non-potable Water	15
Lithium	EPA 6020	Non-potable Water	15
Lithium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Lithium, Dissolved	EPA 6020	Non-potable Water	15
Magnesium	EPA 200.7	Drinking Water Non-potable Water	15
Magnesium	EPA 6010B	Non-potable Water	15
Magnesium as CaCO <sub>3</sub>	EPA 200.7	Drinking Water Non-potable Water	15
Magnesium as CaCO <sub>3</sub>	EPA 6010B	Non-potable Water	15
Magnesium as CaCO <sub>3</sub> , Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Magnesium as CaCO <sub>3</sub> , Dissolved	EPA 6010B	Non-potable Water	15
Magnesium, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Magnesium, Dissolved	EPA 6010B	Non-potable Water	15
Manganese	EPA 200.8	Drinking Water Non-potable Water	15
Manganese	EPA 6020	Non-potable Water	15
Manganese, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Manganese, Dissolved	EPA 6020	Non-potable Water	15



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Mercury 245.2, 1631	EPA 245.2, 1631	Drinking Water	67
		Non-potable Water	
Mercury, 245.2, 1631, Dissolved	EPA 245.2, 1631	Drinking Water	67
		Non-potable Water	
Mercury, Dissolved Ultra Low Level	EPA 1631E	Drinking Water	80
		Non-potable Water	
Mercury, Methyl	EPA 1630	Non-potable Water	150
Mercury, Methyl Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water	80
		Non-potable Water	
Metals Quick Scan (72 ICP) Not Regulatory Compliant	MDH (Not Regulatory Compliant)	Drinking Water	7
		Non-potable Water	
Molybdenum	EPA 200.8	Drinking Water	15
		Non-potable Water	
Molybdenum	EPA 6020	Non-potable Water	15
Molybdenum, Dissolved	EPA 200.8	Drinking Water	15
		Non-potable Water	
Molybdenum, Dissolved	EPA 6020	Non-potable Water	15
Nickel	EPA 200.8	Drinking Water	15
		Non-potable Water	
Nickel	EPA 6020	Non-potable Water	15
Nickel, Dissolved	EPA 200.8	Drinking Water	15
		Non-potable Water	
Nickel, Dissolved	EPA 6020	Non-potable Water	15
Potassium	EPA 200.7	Drinking Water	15
		Non-potable Water	
Potassium	EPA 6010B	Non-potable Water	15



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Potassium, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Potassium, Dissolved	EPA 6010B	Non-potable Water	15
Selenium	EPA 200.8	Drinking Water Non-potable Water	15
Selenium	EPA 6020	Non-potable Water	15
Selenium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Selenium, Dissolved	EPA 6020	Non-potable Water	15
Silver	EPA 200.8	Drinking Water Non-potable Water	15
Silver	EPA 6020	Non-potable Water	15
Silver, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Silver, Dissolved	EPA 6020	Non-potable Water	15
Sodium	EPA 200.7	Drinking Water Non-potable Water	15
Sodium	EPA 6010B	Non-potable Water	15
Sodium, Dissolved	EPA 200.7	Drinking Water Non-potable Water	15
Sodium, Dissolved	EPA 6010B	Non-potable Water	15
Strontium	EPA 200.8	Drinking Water Non-potable Water	15
Strontium	EPA 6020	Non-potable Water	15
Strontium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Metals**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Strontium, Dissolved	EPA 6020	Non-potable Water	15
Thallium	EPA 200.8	Drinking Water Non-potable Water	15
Thallium	EPA 6020	Non-potable Water	15
Thallium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Thallium, Dissolved	EPA 6020	Non-potable Water	15
Tin	EPA 200.8	Drinking Water Non-potable Water	15
Tin	EPA 6020	Non-potable Water	15
Tin, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Tin, Dissolved	EPA 6020	Non-potable Water	15
Titanium	EPA 200.8	Drinking Water Non-potable Water	15
Titanium	EPA 6020	Non-potable Water	15
Titanium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Titanium, Dissolved	EPA 6020	Non-potable Water	15
Uranium	EPA 200.8	Drinking Water Non-potable Water	25
Vanadium	EPA 200.8	Drinking Water Non-potable Water	15
Vanadium	EPA 6020	Non-potable Water	15
Vanadium, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Metals**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY18 Price (\$)</b>
Vanadium, Dissolved	EPA 6020	Non-potable Water	15
Zinc	EPA 200.8	Drinking Water Non-potable Water	15
Zinc	EPA 6020	Non-potable Water	15
Zinc, Dissolved	EPA 200.8	Drinking Water Non-potable Water	15
Zinc, Dissolved	EPA 6020	Non-potable Water	15



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Radiochemistry**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Alpha and Beta, gross	MDH	Air	45
Alpha and Beta, gross	MDH	Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	75
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	70
Gamma	SM 7120 B 21 <sup>st</sup> ED	Air Biological Materials Drinking Water Solid and Chem. Mat. Wipe	127
Gamma	SM 7120 B-1997	Non-potable Water	127
Ni-63 Wipes	MDH	Wipe	46
Radium 226/228	EPA 903.0/904.0	Drinking Water	215
Strontium	EPA 905.0	Drinking Water	230
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water Non-potable Water	85



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Organic Chemistry**

<b>Analysis Name</b>	<b>Method Reference</b>	<b>Matrix</b>	<b>FY18 Price (\$)</b>
1,4-Dioxane	MDH	Drinking Water Non-potable Water	125
BNAs in Water	EPA 508.1 / EPA 525.2	Drinking Water	320
Carbamates in Water	EPA 531.1	Drinking Water	143
DRO in Water	WI DNR	Drinking Water Non-potable Water	110
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	143
Flash Point	ASTI/ASTM D93-79	Non-potable Water Solid and Chem. Mat.	100
Glyphosate in Water	EPA 547	Drinking Water	125
GRO in Water	WI DNR	Drinking Water Non-potable Water	80
HAA in Water	EPA 552.2	Drinking Water	225
Herbicides in Water	EPA 515.4	Drinking Water	235
PAHs in Water Full Scan Expanded List	EPA 8270D	Non-potable Water	484
PAHs in Water Full Scan Short List	EPA 8270D	Non-potable Water	484
PAHs in Water SIM Expanded List	EPA 8270D	Non-potable Water	484
PAHs in Water SIM Short List	EPA 8270D	Non-potable Water	484
PCB Aroclors Water	EPA 8082	Non-potable Water	190
PFC Expanded List in Water	MDH 555	Drinking Water Non-potable Water	319



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Organic Chemistry**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
SVOCs in Water by GC/MS	EPA 8270D	Non-potable Water	365
THMs in Water	EPA 524.2	Drinking Water	85
Toxaphene in Water	EPA 8081	Non-potable Water	209
Vinyl Chloride in Water, Low Level	EPA 524.2	Drinking Water	45
VOCs in Water 524, Low Level	EPA 524.2	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.2	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260B	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260B	Drinking Water Non-potable Water	95



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Additional analyses**

**\*\*Prior approval required to requesting the analyses below\*\***

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Acrylamide in Water	MDH 1082	Drinking Water Non-potable Water	TBD <sup>3</sup>
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Blood Metals	MDH	Biological Materials	TBD <sup>3</sup>
BTZs and BTHs in Water	MDH 2000	Non-potable Water	TBD <sup>3</sup>
BPA and BPS in Solids	MDH 1080	Solid and Chem. Mat.	TBD <sup>3</sup>
Coliform – MPN – QT High Volume (Not Regulatory Compliant)	EPA 1103.1 (Not Regulatory Compliant)	Drinking Water	TBD <sup>3</sup>
Cyanide In Whole Blood	MDH	Biological Materials	TBD <sup>3</sup>
Drugs in Water	MDH 1096	Non-potable Water	TBD <sup>3</sup>
Environmental Phenols in Urine	MDH	Biological Materials	TBD <sup>3</sup>
Fatty Acids in Plasma	MDH	Biological Materials	TBD <sup>3</sup>
Fe extractable	EPA 6010B	Solid and Chem. Mat.	45
Formaldehyde	MDH 1100	Non-potable Water	TBD <sup>3</sup>
Formaldehyde	MDH	Solid and Chem. Mat.	TBD <sup>3</sup>
HBCD	MDH	Solid and Chem. Mat.	TBD <sup>3</sup>



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Additional analyses**

**\*\*Prior approval required to requesting the analyses below\*\***

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Heterotrophic Plate Count	SimPlate	Drinking Water	TBD <sup>3</sup>
		Non-potable Water	
Mercury in Bloodspots	MDH	Biological Materials	TBD <sup>3</sup>
Metals in Urine	MDH	Biological Materials	TBD <sup>3</sup>
Microcystin	Abraxis Method 520011	Non-potable Water	45
Microcystin Potable	EPA 546	Drinking Water	55
PAHs in Air	EPA TO-13A Modified	Air	TBD <sup>3</sup>
PFCs in Serum	MDH	Biological Materials	TBD <sup>3</sup>
Sulfide	SM 4500-S2E-2000	Non-potable Water	45
Sulfide, Acid-Volatile	SM 4500-S2J-2000	Solid and Chem. Mat.	65
Urine Mercury	MDH	Biological Materials	TBD <sup>3</sup>
VOCs in Blood/Serum	MDH	Biological Materials	TBD <sup>3</sup>



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Operations and Quality Control**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Administrative Consult <sup>4</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 <sup>4</sup>
Administrative Fee <sup>5</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies <sup>5</sup>
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate <sup>4</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 <sup>4</sup>
Sample containers <sup>6</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 <sup>6</sup>



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**Minnesota Department of Health  
Public Health Lab Division  
FY 2018 Prices for Operations and Quality Control**

Analysis Name	Method Reference	Matrix	FY18 Price (\$)
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract <sup>7</sup>	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies <sup>7</sup>

<sup>1</sup> Calculation. Requires Total Alkalinity & pH for analysis.

<sup>2</sup> Includes price of Total Suspended Solids or Total Solids analysis.

<sup>3</sup> Contact lab for current price.

<sup>4</sup> This analysis is billed on a per hour basis.

<sup>5</sup> This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

<sup>6</sup> Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

<sup>7</sup> This analysis is billed based on the subcontract lab fee for the analysis requested and the current MDH indirect rate.

**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_\_% (from Column 6 Progress Report)  
 Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1028561

Contract Expiration Date: June 30, 2018

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. OES Project Costs	\$30,000.00			
2. Metro Tunnel Project Costs	\$ 2,938.00			
3. Metro 610 Project Costs	\$16,800.00			
<b>Net Earnings Totals:</b>	<b>\$49,738.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
2195			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Department of Health

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**Sales agreement  
between the  
Department of Transportation  
and  
Minnesota's Bookstore  
for sale and distribution of  
*Standard Specifications for Construction 2018***

This agreement is made by and between the Department of Transportation ("DOT") and the Minnesota Department of Administration, Minnesota's Bookstore ("Minnesota's Bookstore") regarding a one-volume book titled *Standard Specifications for Construction 2018* ("Work").

DOT and Minnesota's Bookstore agree to publish and sell the Work according to the following terms and conditions:

**1. Representation & copyright**

DOT represents that the Work is intellectual property owned by DOT, although it does not intend to register the copyright for the Work. DOT will provide PDF files to Minnesota's Bookstore for printing.

DOT retains the right to print, reprint, and reproduce the Work, as a book in cooperation with Minnesota's Bookstore. Minnesota's Bookstore is granted the authority to sell the Work in compliance with the terms of this agreement. Minnesota's Bookstore may use portions of the Work for promotional purposes.

**2. Printing, delivery & other operational expenses**

Minnesota's Bookstore will pay printing costs associated with the Work. In addition, Minnesota's Bookstore assumes all other operational costs associated with the Work including staff salaries & benefits, rent & utilities, warehousing & storage costs, packaging supplies, freight charges, web & IT support, credit card processing fees, promotional support, other business office support and statewide indirect costs.

Minnesota's Bookstore agrees to deliver 1,264 copies of the Work to DOT on or about July 1, 2017 under Pricing Terms outlined in Section 4. These books will be delivered to 395 John Ireland Boulevard in St Paul by the contract printing vendor. These books will be packaged in boxes of 10 books per box – each box will weigh approximately 30 pounds.

**3. Sales**

Minnesota's Bookstore agrees to sell the Work in the following ways – at its walk-in retail location at 660 Olive Street in St Paul and via phone, fax, mail or on-line orders.

The stock number assigned to the Work will be 14469 – it will consist of one soft cover perfect bound volume with a total of 740 pages.

#### **4. Pricing Schedule**

Minnesota's Bookstore will sell the Work for \$26 each.

This product will not be eligible for quantity, wholesale, distributor, or other special discounts.

Prices outlined in this section do not include applicable sales tax or Minnesota's Bookstore published shipping charges for phone, web, and mail orders (books shipped to locations outside Minnesota are not subject to sales tax). Under certain shipping conditions, additional charges may be applied to large orders; these additional charges will be discussed in advance with customers. Shipping fees will be waived on orders picked up. Because tax exempt orders need to be verified, those orders cannot be placed online.

Minnesota's Bookstore accepts cash, checks, debit cards and VISA, MasterCard, American Express and Discover. State agency or other governmental purchase orders will be accepted from customers that establish a billing account with Minnesota's Bookstore in advance.

DOT will purchase 1,264 manuals from Minnesota's Bookstore for \$12 per book – these books will be delivered directly to DOT from the Minnesota's Bookstore contract printing vendor as described in Section 2. DOT will be invoiced for these books once delivery is completed – DOT will provide an FY17 purchase order for payment.

The total obligation of DOT for all compensation and reimbursements to Minnesota's Bookstore under this agreement will not exceed \$15,168.00.

#### **5. Royalties**

DOT will not receive consignment royalties on the sale of the Work. However, Minnesota's Bookstore will provide to DOT, on a quarterly basis, a report outlining the sales totals for the Work during the previous quarter. This data will be send to Steve Ryan at DOT.

#### **6. Distribution**

The Work will be offered for sale in Minnesota's Bookstore printed and on-line catalogs. If desired, Minnesota's Bookstore staff will also develop printed materials or electronic promotional material for DOT's use to promote the Work. Initial press run will be 2,500 copies – it will be reprinted as needed for the duration of the sales period.

#### **7. Authorized Representatives**

DOT's Authorized Representative will be: Stephen Ryan, 395 John Ireland Blvd, St Paul, MN 55155-1899, 651-366-4675, [steve.ryan@state.mn.us](mailto:steve.ryan@state.mn.us).

Minnesota's Bookstore Authorized Representative will be: Mary Mikes, 660 Olive Street, St Paul, MN 55155, 651-297-3979, [mary.mikes@state.mn.us](mailto:mary.mikes@state.mn.us) .

#### **8. Liability**

Each party will be responsible for its own acts and omissions and the results thereof.

2| *Standard Specifications for Construction Sales Agreement*

**9. State Audit**

The books, records, documents, and accounting practices and procedures of the Minnesota's Bookstore relevant to this Agreement, will be subject to examination by DOT and either the Legislative Auditor or State Auditor, as appropriate for a minimum of six years.

**10. Government Data Practices**

The Parties will comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

**11. Amendments**

Any amendments to this Agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office

**12. Termination of Agreement**

This agreement may be terminated by either party for breach of the Agreement by the other party, or by mutual agreement with a six-month notice. If this occurs, DOT agrees to purchase remaining quantities of the Work for its own internal use at the Minnesota's Bookstore unit cost, subject to an encumbrance of funds.

**13. Effective Date & Duration**

This Agreement shall be effective on the date of the last signature below and shall continue for the duration of the 2018 edition (it is expected that the 2018 edition will be sold through the end of calendar year 2020).

**[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]**

In Witness Whereof, these parties have caused their names to be hereunto subscribed:

**For the Department of Administration  
Minnesota's Bookstore**

By: Mary K. Mikes  
Mary K. Mikes

Title: Manager  
Manager, Minnesota's Bookstore

Date: 6/21/2017

**For the Department of Transportation**

By: Nancy Daubenberg  
Nancy Daubenberg, P.E.

Title: Assistant Commissioner  
Director, Engineering Services Division

Date: 6/22/2017

**State Encumbrance Verification**

By: Marcia Guerra  
Digitally signed by Marcia Guerra  
DN: cn=Marcia Guerra  
Date: 2017.06.21 09:26:02 -0500

Date: 6/21/17

**MnDOT Contract Management**

By: Ryan Paul

Date: 6/27/2017

PO Number: 3000362491 \_\_\_\_\_

SWIFT Contract Number: 126788 \_\_\_\_\_

June 7, 2017

**INTERAGENCY PARTNERSHIP CONTRACT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF PUBLIC SAFETY, STATE PATROL DIVISION  
FOR  
RENTAL OF CLASSROOM SPACE AT MNDOT'S TRAINING CENTER**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("State") and Minnesota Department of Public Safety, State Patrol Division ("DPS-SPD") located at: 445 Minnesota Street #130, Saint Paul, MN 55101-5130.

**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 use of and payment for rental of classroom space at MnDOT's Training Center; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate State and Other Party/Local Government officials pursuant to Minnesota law.
  - 1.1.2 **Expiration date.** This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 11.
  - 1.2 **Exhibits.** Exhibit A is attached and incorporated into this agreement.
2. **Scope of Work and Responsibilities of Each Party.** This agreement will provide for the use of classroom space as defined in Exhibit A, located in the MnDOT Training Center in Shoreview, 1900 West County Road I, Shoreview, MN 55126 to the DPS-SPD, which will be scheduled in advance for each training event.
  - 2.1 **State responsibilities.** State will:
    - 2.1.1 Create invoices for classroom space used by DPS-SPD, from July 1, 2017 until the date this agreement is approved and, thereafter, monthly for classroom space use in accordance with pricing listed on Exhibit A.
    - 2.1.2 Reserve available classroom space per DPS-SPD request.
    - 2.1.3 Set-up classroom(s) on reserved dates per DPS-SPD request.
    - 2.1.4 Provide room clean up.
  - 2.2 **DPS-SPD responsibilities.** DPS-SPD will:
    - 2.2.1 Pay invoiced amount for classroom space used in accordance with pricing listed on Exhibit A.
    - 2.2.2 Schedule classroom use with MnDOT Training Center front desk.
    - 2.2.3 Obtain all necessary permits and licenses required for DPS-SPD training activities.

- 2.2.4 Be responsible for internal security of personal property within the MnDOT classroom areas assigned.
- 2.2.5 Accept full responsibility for the conduct of all DPS-SPD employees and other individuals invited by DPS-SPD.

3. **Terms of Payment**

- 3.1 State will invoice for classroom space use upon execution of this agreement using the bilateral netting process in SWIFT. The estimated amount for this contract is \$25,000.00. If the estimated amount is exceeded, an amendment will be executed.
  - 3.1.1 State will create an invoice in SWIFT..
  - 3.1.2 DPS-SPD will make payment in SWIFT.

4. **Authorized Representatives**

4.1 *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.

4.2 *State's Authorized Representative* is

Name:	Linda Hinrichs (or successor).
Title:	Training Manager
MnDOT -	Corporate Services/Office of Human Resources
Street Address:	1900 West County Road I, MS 206
City State Zip:	Shoreview, MN 55126
Telephone:	651-366-5244
Email:	<a href="mailto:linda.hinrichs@state.mn.us">linda.hinrichs@state.mn.us</a>

4.3 *DPS-SPD Authorized Representative* is:

Name:	Eric Barthel (or successor).
Title:	Captain
Other Party:	Department of Public Safety, State Patrol Division
Billing Address:	445 Minnesota Street #130
City State Zip:	Saint Paul, Mn 55101-5130
Telephone:	651-757-1910
Email:	<a href="mailto:eric.barthel@state.mn.us">eric.barthel@state.mn.us</a>

5. **Amendments**

5.1 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.

6. **Liability**

6.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

7. **Termination:** This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party.'

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**DEPARTMENT OF PUBLIC SAFETY –  
STATE PATROL DIVISION**

The Other Party/Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Other Party/Local Government as required by applicable articles, bylaws, resolutions or ordinances.

By: *Paul Schum*  
Title: Asst. Chief  
Date: 10/2/17

**STATE ENCUMBRANCE VERIFICATION**  
The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: *ASL*  
Date: 3 Oct 2017  
SWIFT Contract #: 63267

SWIFT Purchase Order #: Article 10's

**COMMISSIONER OF TRANSPORTATION**

By: *Greg Maturs*  
Title: Assistant Commissioner or Assistant Division Director  
Date: 10-12-17

**COMMISSIONER OF ADMINISTRATION**

By: *Alyse Danke*  
Date: 10/16/2017

**EXHIBIT A: MnDOT Classroom Rental Information At A Glance**

Room #	Daily Rate	Classroom Style Capacity	Conference Style Capacity	Notes	Size
1	\$100	60-80	40		32'x64'
2	\$75	32	25	Smartboard	32'x32'
3	\$75	32	25		32'x32'
4	\$100	60-80	40		32'x64'
5	\$250	18		18 computer workstations	
6	\$250	8		CAES CADD 8 computer workstations	
7	\$250	12		CAES CADD 12 computer workstations	
8	\$85	40	25-30		30'x46'
9	\$75	14	14	Skype Conference Equipment	20'x22'
10	\$85	45	30		33'x46'
11	\$75	20	20		25'x34'
14	\$75	12	12		15'x20'
A	\$75	8	8	Desktop Skype Conference equipment	30'x40'

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
FOR  
FUNDING FOR RAIL DIRECTOR POSITION**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation (“MnDOT”) and Minnesota Department of Public Safety (“Cooperating Agency”) located at: 445 Minnesota St, St. Paul, MN 55101.

**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 funding for the Rail Director Position; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

**1. Term of Agreement; Exhibits**

- 1.1 **Effective date.** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration date.** This Agreement will expire on June 30, 2018, unless terminated earlier pursuant to Article 11.

**2. Scope of Work and Responsibilities of Each Party.**

**2.1 MnDOT Responsibilities.**

- 2.1.1 The Interagency Rail Director position will perform work including, but not limited to:
  - 2.1.1.1 serving as the primary expert and chief strategist for managing cross-agency railroad issues in Minnesota;
  - 2.1.1.2 serving as liaison to the Federal Railroad Administration and the rail industry; and
  - 2.1.1.3 providing strategic leadership to the interagency rail group.
- 2.1.2 MnDOT will provide an office with related IT and office support, and payroll and other services for the Interagency Rail Director position.
- 2.1.3 MnDOT will fund the Interagency Rail Director position using a combination of its own funds, the funding provided under this agreement, and funding provided by interagency agreements with other agencies, and additional legislative appropriations.
- 2.1.4 MnDOT will seek dedicated funding for the Interagency Rail Director position during the

legislative session. If MnDOT secures dedicated funding, that may eliminate or reduce the need for Cooperating Agency funding in future fiscal years, as set forth in sub-Article 2.3.

2.1.5 MnDOT will provide funding in the amount of \$50,000.00 for Fiscal Year 2018.

**2.2 Cooperating Agency Responsibilities.**

2.2.1 The Cooperating Agency will participate in the interagency rail group. This duty will survive the expiration of this Interagency Agreement and continue for the time the interagency rail group is in existence.

2.2.2 The Cooperating Agency will provide a portion of the funding for the Interagency Rail Director position, as set forth in Article 3 below.

**2.3 Future Funding.**

2.3.1 If MnDOT does not secure dedicated funding for the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.

2.3.2 If MnDOT secures dedicated funding only sufficient to partially fund the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.

2.3.3 If MnDOT secures dedicated funding sufficient to fully fund the Interagency Rail Director position, the parties will not need to enter into additional funding agreement(s), but the obligation to participate in the interagency rail group will continue and survive this Interagency Agreement, as set forth in sub-Article 2.2.1.

**3. Consideration and Payment**

3.1 The Cooperating Agency will provide funding in the amount of \$50,000.00. MnDOT will invoice the Cooperating Agency immediately after this Interagency Agreement is fully signed. The Cooperating Agency will promptly pay the invoice. MnDOT will deposit the funds in a segregated account, and will use the funds only to pay the salary, benefits, expenses, and overhead of the Interagency Rail Director position, and expenses of the interagency rail group.

3.2 The total obligation of Cooperating Agency for all compensation and reimbursements to MnDOT under this Agreement will be \$50,000.00.

**4. Conditions of Payment**

4.1 All services provided by MnDOT under this Agreement must be performed to the reasonable satisfaction of all parties involved in the interagency rail group.

4.2 MnDOT will create and enter an invoice in SWIFT.

4.3 The Cooperating Agency will make payment using the bilateral netting process in SWIFT.

**5. Authorized Representatives**

5.1 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.

**5.2 MnDOTS's Authorized Representative is**

Name: Sean Rahn (or successor)  
 Title: Assistant Commissioner for Policy  
 Telephone: 651-366-4927  
 Email: Sean.Rahn@state.mn.us

**5.3 Cooperating Agency's Authorized Representative is:**

Name: Jon Huspek  
 Title: Admin and Grants Branch Director

Telephone: 651-201-7454  
Email: jon.huspek@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 omissions and the results thereof, to the extent permitted by law.
8. **Termination:** This Agreement may be terminated only by mutual written agreement of the parties, except that a party may terminate upon 30 days written notice in the event of non-appropriation of funds by the Minnesota Legislature or other funding agency.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]**

**MINNESOTA DEPARTMENT OF PUBLIC SAFETY**

The Cooperating Agency certifies that the appropriate person(s) have executed the contract on behalf of the Cooperating Agency as required by applicable articles, bylaws, resolutions or ordinances.

By:   
Title: DEPUTY DIRECTOR  
Date: 8/28/17

**COMMISSIONER OF TRANSPORTATION**

By:   
Title: Assistant Commissioner or Assistant Division Director  
Date: 9/28/2017

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By:   
JANE T WALLACE, Div Actg. Officer  
Date: 9/7/17  
SWIFT Contract #: 131259

*MnDOT Contract Management*  
**COMMISSIONER OF ADMINISTRATION**

By:   
Date: 9/29/2017

SWIFT Purchase Order #: 3000050102

INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA'S POLLUTION CONTROL AGENCY  
FOR  
FUNDING FOR RAIL DIRECTOR POSITION

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("MnDOT") and Minnesota's Pollution Control Agency ("Cooperating Agency") located at: 520 Lafayette Rd, St Paul, MN 55155.

**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 funding for the Rail Director Position; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1 **Effective date.** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
  - 1.2 **Expiration date.** This Agreement will expire on June 30, 2018, unless terminated earlier pursuant to Article 11.
2. **Scope of Work and Responsibilities of Each Party.**
  - 2.1 **MnDOT Responsibilities.**
    - 2.1.1 The Interagency Rail Director position will perform work including, but not limited to:
      - 2.1.1.1 serving as the primary expert and chief strategist for managing cross-agency railroad issues in Minnesota;
      - 2.1.1.2 serving as liaison to the Federal Railroad Administration and the rail industry; and
      - 2.1.1.3 providing strategic leadership to the interagency rail group.
    - 2.1.2 MnDOT will provide an office with related IT and office support, and payroll and other services for the Interagency Rail Director position.
    - 2.1.3 MnDOT will fund the Interagency Rail Director position using a combination of its own funds, the funding provided under this agreement, and funding provided by interagency agreements with other agencies, and additional legislative appropriations.
    - 2.1.4 MnDOT will seek dedicated funding for the Interagency Rail Director position during the

legislative session. If MnDOT secures dedicated funding, that may eliminate or reduce the need for Cooperating Agency funding in future fiscal years, as set forth in sub-Article 2.3.

2.1.5 MnDOT will provide funding in the amount of \$50,000.00 for Fiscal Year 2018.

**2.2 Cooperating Agency Responsibilities.**

2.2.1 The Cooperating Agency will participate in the interagency rail group. This duty will survive the expiration of this Interagency Agreement and continue for the time the interagency rail group is in existence.

2.2.2 The Cooperating Agency will provide a portion of the funding for the Interagency Rail Director position, as set forth in Article 3 below.

**2.3 Future Funding.**

2.3.1 If MnDOT does not secure dedicated funding for the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.

2.3.2 If MnDOT secures dedicated funding only sufficient to partially fund the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.

2.3.3 If MnDOT secures dedicated funding sufficient to fully fund the Interagency Rail Director position, the parties will not need to enter into additional funding agreement(s), but the obligation to participate in the interagency rail group will continue and survive this Interagency Agreement, as set forth in sub-Article 2.2.1.

**3. Consideration and Payment**

3.1 The Cooperating Agency will provide funding in the amount of \$40,000.00. MnDOT will invoice the Cooperating Agency immediately after this Interagency Agreement is fully signed. The Cooperating Agency will promptly pay the invoice. MnDOT will deposit the funds in a segregated account, and will use the funds only to pay the salary, benefits, expenses, and overhead of the Interagency Rail Director position, and expenses of the interagency rail group.

3.2 The total obligation of Cooperating Agency for all compensation and reimbursements to MnDOT under this Agreement will be \$40,000.00.

**4. Conditions of Payment**

4.1 All services provided by MnDOT under this Agreement must be performed to the reasonable satisfaction of all parties involved in the interagency rail group.

4.2 MnDOT will create and enter an invoice in SWIFT.

4.3 The Cooperating Agency will make payment using the bilateral netting process in SWIFT.

**5. Authorized Representatives**

5.1 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.

**5.2 MnDOT's Authorized Representative is**

Name: Sean Rahn (or successor)  
Title: Assistant Commissioner for Policy  
Telephone: 651-366-4927  
Email: Sean.Rahn@state.mn.us

**5.3 Cooperating Agency's Authorized Representative is:**

Name: Cathy Berg Moeger  
Title: Director of Operations

Telephone: 651-757-2575  
Email: cathy.moeger@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 omissions and the results thereof, to the extent permitted by law.
8. **Termination:** This Agreement may be terminated only by mutual written agreement of the parties, except that a party may terminate upon 30 days written notice in the event of non-appropriation of funds by the Minnesota Legislature or other funding agency.

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**MINNESOTA'S POLLUTION CONTROL  
AGENCY**

The Cooperating Agency certifies that the appropriate person(s) have executed the contract on behalf of the Cooperating Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: Cathy Zing Muegler  
Title: Director Operations Division  
Date: 7/19/17

**STATE ENCUMBRANCE VERIFICATION**  
The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: S. Jernigan  
Date: 7/13/17  
SWIFT Contract #: 128539

SWIFT Purchase Order #: 3000019420

**COMMISSIONER OF TRANSPORTATION**

By: John J. LaLonde  
Title: Assistant Commissioner or Assistant Division Director  
Date: 8/4/2017

Mn/DOT Contract Management

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
Date: Aug 7, 2017

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF AGRICULTURE  
FOR  
FUNDING FOR RAIL DIRECTOR POSITION**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation (“MnDOT”) and Minnesota Department of Agriculture (“Cooperating Agency”) located at: 625 Robert St N, St Paul, MN 55155.

**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 funding for the Rail Director Position; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1 **Effective date.** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
  - 1.2 **Expiration date.** This Agreement will expire on June 30, 2018, unless terminated earlier pursuant to Article 11.
2. **Scope of Work and Responsibilities of Each Party.**
  - 2.1 **MnDOT Responsibilities.**
    - 2.1.1 The Interagency Rail Director position will perform work including, but not limited to:
      - 2.1.1.1 serving as the primary expert and chief strategist for managing cross-agency railroad issues in Minnesota;
      - 2.1.1.2 serving as liaison to the Federal Railroad Administration and the rail industry; and
      - 2.1.1.3 providing strategic leadership to the interagency rail group.
    - 2.1.2 MnDOT will provide an office with related IT and office support, and payroll and other services for the Interagency Rail Director position.
    - 2.1.3 MnDOT will fund the Interagency Rail Director position using a combination of its own funds, the funding provided under this agreement, and funding provided by interagency agreements with other agencies, and additional legislative appropriations.
    - 2.1.4 MnDOT will seek dedicated funding for the Interagency Rail Director position during the

legislative session. If MnDOT secures dedicated funding, that may eliminate or reduce the need for Cooperating Agency funding in future fiscal years, as set forth in sub-Article 2.3.

2.1.5 MnDOT will provide funding in the amount of \$50,000.00 for Fiscal Year 2018.

**2.2 Cooperating Agency Responsibilities.**

2.2.1 The Cooperating Agency will participate in the interagency rail group. This duty will survive the expiration of this Interagency Agreement and continue for the time the interagency rail group is in existence.

2.2.2 The Cooperating Agency will provide a portion of the funding for the Interagency Rail Director position, as set forth in Article 3 below.

**2.3 Future Funding.**

2.3.1 If MnDOT does not secure dedicated funding for the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.

2.3.2 If MnDOT secures dedicated funding only sufficient to partially fund the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.

2.3.3 If MnDOT secures dedicated funding sufficient to fully fund the Interagency Rail Director position, the parties will not need to enter into additional funding agreement(s), but the obligation to participate in the interagency rail group will continue and survive this Interagency Agreement, as set forth in sub-Article 2.2.1.

**3. Consideration and Payment**

3.1 The Cooperating Agency will provide funding in the amount of \$6,600.00. MnDOT will invoice the Cooperating Agency immediately after this Interagency Agreement is fully signed. The Cooperating Agency will promptly pay the invoice. MnDOT will deposit the funds in a segregated account, and will use the funds only to pay the salary, benefits, expenses, and overhead of the Interagency Rail Director position, and expenses of the interagency rail group.

3.2 The total obligation of Cooperating Agency for all compensation and reimbursements to MnDOT under this Agreement will be \$6,600.00.

**4. Conditions of Payment**

4.1 All services provided by MnDOT under this Agreement must be performed to the reasonable satisfaction of all parties involved in the interagency rail group.

4.2 MnDOT will create and enter an invoice in SWIFT.

4.3 The Cooperating Agency will make payment using the bilateral netting process in SWIFT.

**5. Authorized Representatives**

5.1 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.

**5.2 MnDOT's Authorized Representative is**

Name: Sean Rahn (or successor)  
Title: Assistant Commissioner for Policy  
Telephone: 651-366-4927  
Email: Sean.Rahn@state.mn.us

**5.3 Cooperating Agency's Authorized Representative is:**

Name: Andrea Vaube  
Title: Assistant Commissioner

Telephone: 651-201-6657  
Email: Andrea.Vaubel@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 omissions and the results thereof, to the extent permitted by law.
8. **Termination:** This Agreement may be terminated only by mutual written agreement of the parties, except that a party may terminate upon 30 days written notice in the event of non-appropriation of funds by the Minnesota Legislature or other funding agency.

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**MINNESOTA DEPARTMENT OF  
AGRICULTURE**

The Cooperating Agency certifies that the appropriate person(s) have executed the contract on behalf of the Cooperating Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: Andreas Vaubel  
Title: Assistant Commissioner  
Date: 8/29/17

**STATE ENCUMBRANCE VERIFICATION**  
The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Melissa Olson for Linda Rowley  
Date: 09/01/17  
SWIFT Contract # 131272

SWIFT Purchase Order # 3000025359

**COMMISSIONER OF TRANSPORTATION**

By: [Signature]  
Title: Assistant Commissioner or Assistant Division Director  
Date: 9/8/2017

**COMMISSIONER OF ADMINISTRATION**

*MnDOT Contract Management*

By: Ryan Gauthier  
Date: 9/14/2017



**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
FOR  
FUNDING FOR RAIL DIRECTOR POSITION**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation (“MnDOT”) and Minnesota Department of Employment and Economic Development (“Cooperating Agency”) located at: 332 Minnesota St #200, St Paul, MN 55101.

**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 funding for the Rail Director Position; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1 *Effective date.* This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
  - 1.2 *Expiration date.* This Agreement will expire on June 30, 2018, unless terminated earlier pursuant to Article 11.
2. **Scope of Work and Responsibilities of Each Party.**
  - 2.1 *MnDOT Responsibilities.*
    - 2.1.1 The Interagency Rail Director position will perform work including, but not limited to:
      - 2.1.1.1 serving as the primary expert and chief strategist for managing cross-agency railroad issues in Minnesota;
      - 2.1.1.2 serving as liaison to the Federal Railroad Administration and the rail industry; and
      - 2.1.1.3 providing strategic leadership to the interagency rail group.
    - 2.1.2 MnDOT will provide an office with related IT and office support, and payroll and other services for the Interagency Rail Director position.
    - 2.1.3 MnDOT will fund the Interagency Rail Director position using a combination of its own funds, the funding provided under this agreement, and funding provided by interagency agreements with other agencies, and additional legislative appropriations.
    - 2.1.4 MnDOT will seek dedicated funding for the Interagency Rail Director position during the

legislative session. If MnDOT secures dedicated funding, that may eliminate or reduce the need for Cooperating Agency funding in future fiscal years, as set forth in sub-Article 2.3.

2.1.5 MnDOT will provide funding in the amount of \$50,000.00 for Fiscal Year 2018.

**2.2 Cooperating Agency Responsibilities.**

2.2.1 The Cooperating Agency will participate in the interagency rail group. This duty will survive the expiration of this Interagency Agreement and continue for the time the interagency rail group is in existence.

2.2.2 The Cooperating Agency will provide a portion of the funding for the Interagency Rail Director position, as set forth in Article 3 below.

**2.3 Future Funding.**

2.3.1 If MnDOT does not secure dedicated funding for the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.

2.3.2 If MnDOT secures dedicated funding only sufficient to partially fund the Interagency Rail Director position, the parties will negotiate one or more additional funding agreements for future fiscal years.

2.3.3 If MnDOT secures dedicated funding sufficient to fully fund the Interagency Rail Director position, the parties will not need to enter into additional funding agreement(s), but the obligation to participate in the interagency rail group will continue and survive this Interagency Agreement, as set forth in sub-Article 2.2.1.

**3. Consideration and Payment**

3.1 The Cooperating Agency will provide funding in the amount of \$6,800.00. MnDOT will invoice the Cooperating Agency immediately after this Interagency Agreement is fully signed. The Cooperating Agency will promptly pay the invoice. MnDOT will deposit the funds in a segregated account, and will use the funds only to pay the salary, benefits, expenses, and overhead of the Interagency Rail Director position, and expenses of the interagency rail group.

3.2 The total obligation of Cooperating Agency for all compensation and reimbursements to MnDOT under this Agreement will be \$6,800.00.

**4. Conditions of Payment**

4.1 All services provided by MnDOT under this Agreement must be performed to the reasonable satisfaction of all parties involved in the interagency rail group.

4.2 MnDOT will create and enter an invoice in SWIFT.

4.3 The Cooperating Agency will make payment using the bilateral netting process in SWIFT.

**5. Authorized Representatives**

5.1 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.

**5.2 MnDOT's Authorized Representative is**

Name: Sean Rahn (or successor)  
Title: Assistant Commissioner for Policy  
Telephone: 651-366-4927  
Email: Sean.Rahn@state.mn.us

**5.3 Cooperating Agency's Authorized Representative is:**

Name: Julie Freeman  
Title: Chief Financial Officer

Telephone: 651-259-7085  
Email: julie.freeman@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 omissions and the results thereof, to the extent permitted by law.
8. **Termination:** This Agreement may be terminated only by mutual written agreement of the parties, except that a party may terminate upon 30 days written notice in the event of non-appropriation of funds by the Minnesota Legislature or other funding agency.

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]**

**MINNESOTA DEPARTMENT OF  
EMPLOYMENT AND ECONOMIC  
DEVELOPMENT**

The Cooperating Agency certifies that the appropriate person(s) have executed the contract on behalf of the Cooperating Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: [Signature]  
Title: Deputy Commissioner  
Date: 7/6/2017

**COMMISSIONER OF TRANSPORTATION**

By: [Signature]  
Title: Assistant Commissioner or Assistant Division Director  
Date: 8/4/2017

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

Mn/DOT Contract Management

**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
Date: 7/7/17  
SWIFT Contract # 1028650

By: [Signature]  
Date: Aug 7 2017

SWIFT Purchase Order # 3000303133

**PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF NATURAL RESOURCES  
FOR  
MAINTENANCE AT GRAND PORTAGE STATE PARK / REST AREA  
AND  
CUSTODIAL SERVICES AT MOUNT JOSEPHINE WAYSIDE**

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR")

**Recitals**

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties have jointly constructed the Grand Portage Visitor Center and Rest Area under previous contract and agreement; and
3. The parties wish to cooperatively provide maintenance at the Grand Portage State Park Visitor Center/ Rest Area; and
4. The parties wish to cooperatively provide custodial service at the Mount Josephine Wayside; and
5. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

**1. Term of Agreement; Exhibits**

- 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and DNR officials pursuant to Minnesota law.
- 1.2 **Expiration date.** This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 6.
- 1.3 **Exhibits.** Exhibit A is attached and incorporated into this agreement.

**2. Scope of Work and Responsibilities of Each Party.** The responsibilities of each Party for maintenance of the Grand Portage Rest Area and Mount Josephine Wayside are defined in Exhibit A – Maintenance and Custodial Services.

**3. Authorized Representatives**

- 3.1 **General Responsibility.** Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.

**3.2 MnDOT's Authorized Representative is**

Name: Perry Collins or his successor.  
Title: Maintenance Operations Engineer  
MnDOT – District 1  
Address: 1123 Mesaba Avenue, MS-010, Duluth, MN 55811  
Telephone Number: 218-725-2827

MnDOT Contract #  
MNDNR Contract #

1028663  
127300

Email Address: perry.collins@state.mn.us

- 3.3 **DNR's Authorized Representative is:**  
Name: Christa Maxwell or her successor.  
Title: District Supervisor (Region 2, D4)  
Minnesota DNR  
Billing Address: Same as below  
Street Address: 1568 Highway 2, Two Harbors, MN 55616  
Telephone Number: 218-834-1433  
Email Address: christa.maxwell@state.mn.us

#### 4. Consideration and Payment

- 4.1 MnDOT will perform the work identified in Section 1.1 of Exhibit A without reimbursement from DNR. DNR will perform the work identified in Section 1.2 of Exhibit A without reimbursement from MnDOT.
- 4.2 MnDOT will make an annual payment to the DNR for the custodial services covered by this Agreement, as provided in Sections 3.2 and 4.2 of Exhibit A. The annual payment may be prorated and paid at different intervals if approved by the Operations Task Force.
- 4.3 Sections 2, 5, 6, 7 and 8 of Exhibit A provide for allocation of certain expenses between the parties. The Operations Task Force will be responsible for balancing the reimbursement amounts and making an annual assessment to the party owing the net reimbursement obligation. This allocation and assessment may happen on a more frequent basis if approved by the Operations Task Force. It is anticipated that MnDOT will generally owe reimbursements to the DNR under this Agreement.
- 4.4 The party owed the net reimbursement will create and enter an invoice in SWIFT. The party owing the net reimbursement will make payment using the bilateral netting process in SWIFT.
- 4.5 MnDOT's obligation due to the DNR for FY 2018 through FY 2022 will not exceed \$57,400.00 per year, subject to adjustment by the Operations Task Force as provided here.

Visitor Center/Rest Area - Custodial Basic Level Service	\$ 50,600.00
Mount Josephine Wayside - Custodial Service	\$ 6,800.00
Yearly Cost	\$ 57,400.00
Five year term	5
MnDOT's total obligation	\$287,000.00

MnDOT's total obligation for FY 2018 through FY 2022 will not exceed \$287,000.00.

- 4.6 The obligations of the parties under this Agreement are subject to the appropriation and encumbrance of funds for such purposes as required by applicable law.

#### 5. Liability

Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by Minnesota Statutes §3.736 and other applicable law.

6. **Termination:** This Agreement may be terminated by mutual agreement of the parties.
7. **Amendments:** This Agreement may be amended by mutual agreement of the parties.

[The remainder of this page has been intentionally left blank.]

MnDOT Contract #  
MNDNR Contract #

1028663  
127300

**DEPARTMENT OF NATURAL RESOURCES**

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: [Signature]  
Title: PAT Admin Mgr  
Date: 6-26-17

**COMMISSIONER OF TRANSPORTATION**

By: [Signature]  
Title: Asst. Division Director - Ops  
Date: 6/28/17

**MNDOT ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: [Signature]  
Date: 7/13/17  
SWIFT Contract # 128463

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]  
Date: 7-20-17

SWIFT Purchase Order # 3000367188

*DNR cont # 12730  
6-26-17  
B. Kleber*

**Exhibit A**

**1. Parking lot and Access Road Maintenance during Snow Events**

**1.1. MnDOT Responsibilities.** MnDOT will:

1.1.1. As appropriate, MnDOT plows will pass through the visitor center/rest area and parking lots but will not clear lots entirely.

1.1.2. Give priority to clearing Trunk Highway 61 before visitor center/rest area and parking lots.

1.1.3. When TH 61 is clear, MnDOT will completely plow the visitor center/rest area parking lots.

**1.2. DNR Responsibilities.** DNR will:

1.2.1. Maintain both parking lots with a quick mounted plow until MnDOT can return from clearing TH 61.

1.2.2. Assist on an as needed basis, to open the access road and parking lots when MnDOT plows are not available.

1.2.3. Assist with plowing areas of the parking lots that are difficult to reach with MnDOT trucks.

1.3. **DNR understands** snow removal and ice control on TH 61 must take priority over the access road to the visitor center/rest area and parking lots.

**2. Parking Lot and Access Road Maintenance; Lighting Facilities**

2.1. MnDOT will provide for the maintenance of the parking lots and the access road and all of the facilities a part thereof, including the lighting facilities.

2.2. MnDOT will provide for 100% of the cost of all routine maintenance and repair of the parking lots and access roads which cost \$1,000.00 or less per incident.

2.3. If a parking lot or access road maintenance or repair incident exceeds \$1,000.00, DNR will be responsible for 50% of the cost of the incident and MnDOT will be responsible for the remaining 50% of the cost.

2.4. MnDOT will consult with DNR before undertaking maintenance or repair work in excess of \$1,000.00.

2.5. MnDOT will pay for 100% of the electrical costs of the lighting facilities of the parking lots and exterior area lighting (for safety purposes), without cost to the DNR.

**3. Custodial Services for Visitor Center/Rest Area**

3.1. DNR will provide staff to perform custodial work within the visitor center/rest area

3.2. MnDOT will pay \$50,600.00 per year for the full cost of the basic level service.

3.2.1 Basic level service is defined as presence 365 days.

3.2.2 There will be a minimum of 8 hours of presence from May 1 to October 31 and as needed from November 1 to April 30th.

3.3. High priority custodial service will be custodial maintenance to the rest rooms, parking lot area, and surrounding walks and grounds. Maintenance of the walkways will include snow and debris removal, and other activities necessary to keep the walkways in a safe and usable condition.

3.4. DNR will pay the costs for any personnel needed in excess of this base-level service, without cost or expense to MnDOT.

3.5. DNR will supply cleaning equipment, supplies and mowing at no cost to MnDOT.

3.6. MnDOT will provide and maintain a snow blower.

3.7. The Grand Portage State Park Manager will supervise personnel.

**4. Custodial Services for the Mount Josephine Wayside**

4.1. DNR will provide staff to perform custodial work at the Mount Josephine Wayside

MnDOT Contract #  
MNDNR Contract #

00611

127300

### Exhibit A

- 4.2. MnDOT will pay \$6,800.00 per year for the cost of Custodial Service. Custodial Service is defined as a presence every day from May 1 to October 30 and 24 hours per week of custodial work during this time frame.
- 4.2.1. Custodial work will include cleaning of restrooms, emptying of trash and recycling cans and collecting loose trash from walkways and parking lots.
- 4.3. MnDOT will contract for the trash collection from the dumpster and pumping the septic tanks as needed
- 5. Building Maintenance and Repairs**
- 5.1. Routine Maintenance. The cost of routine building maintenance and repairs of the visitors center/rest area, defined as those activities costing \$100 or less per incident, will be the responsibility of the DNR.
- 5.1.1. Routine building maintenance includes, but is not limited to: maintenance of heating, plumbing and electrical systems, painting, changing light-bulbs, replacing furnace filters, unplugging drains, replacing broken glass and repairing picnic tables and garbage receptacles.
- 5.2. Non-routine Maintenance. Except for major repairs or replacements of the visitor center/rest area sewage system, Non-Routine maintenance includes all maintenance and repair incidents costing \$100.00 or more.
- 5.3. MnDOT may provide available personnel to assist with non-routine building maintenance activities.
- 5.4. The cost of non-routine maintenance and repairs of \$100 or more will be split 70% DNR and 30% MnDOT.
- 5.5. Major repairs to the sewage system will be split 36% DNR and 64% MnDOT.
- 5.6. DNR will be responsible for making the arrangements for the building maintenance and repairs.
- 5.7. The Grand Portage State Park Manager will contact and consult with MnDOT before undertaking building maintenance work estimated to be in excess of \$1,000.00
- 6. Trash Collection and Recycling**
- 6.1. DNR will be responsible for recycling activities for the visitor center/rest areas.
- 6.2. DNR will be responsible for 70% of the cost of trash collection for the visitor center/rest area, and MnDOT will be responsible for the remaining 30% of the cost.
- 6.3. DNR will be responsible for contracting for trash collection/recycling.
- 7. Building Operations**
- 7.1. Electrical and Heating Costs.
- 7.2. Except for electrical costs provided by MnDOT under Section 2.5,
- 7.2.1. DNR will be responsible for 70% of the cost of electricity and heat for the visitor center/rest area.
- 7.2.2. MnDOT will be responsible for the remaining 30% of the cost.
- 7.2.3. MnDOT will be invoiced separately and directly by the power company for the parking lot lighting system and exterior lighting system. The electricity for this system will run on an independent meter.
- 8. Telephone Service.**
- 8.1. DNR will pay 100% of the costs for telephone service in the visitor center office and interpretive center.

MnDOT Contract #  
MNDNR Contract #

00611  
127300

**Exhibit A**

- 8.2. One handicapped accessible TTY courtesy telephone and a rest area security telephone will be incorporated into the visitor center telephone.
- 8.3. MnDOT will pay for any extraordinary costs associated with the TTY courtesy phone requirement including repairs or replacement.
- 8.4. DNR and MnDOT will cooperate to provide "North Shore Travel Information Services,"
- 8.5. DNR will be responsible for displaying and distributing information and interpretive materials in the visitor center/rest area.

**9. Operations Task Force**

- 9.1. The parties will establish an Operations Task Force for the purposes of overseeing the operation of the facilities, implementing this Agreement, and determining payments/reimbursements under the terms of this Agreement. The Task Force will consist, initially, of the Grand Portage State Park Manager, DNR NE Region Facilities Maintenance Supervisor, and MnDOT's District Maintenance Engineer, with other members to be added at the discretion of each party.
- 9.2. The Operations Task Force Duties:
  - 9.2.1. Meet periodically to review billings and expenditures and review the Agreement provisions.
  - 9.2.2. Determine the specific maintenance and operational responsibilities of each agency for items not covered under this Agreement.
  - 9.2.3. Determine, based on the percentage allocations specified in this Agreement the dollar value of the services for which each agency will pay annually, and direct that invoicing occur accordingly.
  - 9.2.4. Each agency will be invoiced separately at the agreed upon percentages for any additional services per the Operations Taskforce not covered in this Agreement.
  - 9.2.5. Recommend any changes to the allocations specified in this Agreement as deemed desirable based on actual experience.

**(The remainder of this page has been intentionally left blank)**

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

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Pursuant to Minnesota Statutes, Sections 16B.242 and 471.59, this is an agreement between the Department of Administration (Admin) and the Minnesota Department of Transportation (MnDOT).

**1. Services to be Performed:**

This Agreement provides for MnDOT's financial contribution to improvements in the Archibus system for the period from the date of execution through the end of the 2018/2019 biennium on June 30, 2019. The enterprise real property technology system provides the tools and information necessary for data-driven facility investment and management across the enterprise. Under this agreement and to the extent funds are contributed, Admin will execute the following improvements to Archibus:

- Archibus Upgrade
- Facility Condition Assessment (FCA) Improvements
- Preventative Maintenance Standardization
- Equipment Useful Life Standardization
- GIS Implementation
- Technical Documentation

Regular status updates will be provided through monthly Minnesota Enterprise TIFM (Total Infrastructure Facilities Management) Team (METT) meetings, Enterprise Real Property Governance Team meetings, and project work group teams on an ad-hoc basis.

**2. Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

Admin: Jedd Prokash, Enterprise Real Property Program Manager, or his successor, 50 Sherburne Ave., St. Paul, MN, 55155, (651) 201-2554.

MnDOT: Michael Ligday, Building Services Section - Planning, Programming and Asset Management Unit, or his successor, 395 John Ireland Blvd, St. Paul, MN 55155

**3. Consideration and Terms of Payment:**

In consideration for enterprise real property system services provided, the Minnesota Department of Transportation agrees to contribute to this effort as follows:

**TOTAL CONTRIBUTION = \$10,000.00 to \$300,000.00**

MnDOT will, in its sole discretion, determine the final amount payable based on availability of funding. MnDOT may make some or all of its contribution with FY 2017 funds. MnDOT may elect to make more than one payment.

**4. Term of Agreement:**

This agreement is effective on the date last signed by the parties below, and it will remain in effect until June 30, 2019.

**5. Amendments:**

Any amendments to this agreement will be in writing and must be executed by the same parties who executed the original agreement, or their successors in office.

**Approved:**

1. Department of Administration	2. Department of Transportation
By: <u>ARoberts-Daw</u> Title: <u>Asst. Commissioner</u> Date: <u>06-21-2017</u>	By: <u>Mark Schoenfelder</u> <small>Digitally signed by Mark Schoenfelder DN: cn=Mark Schoenfelder Date: 2017.06.20 10:16:53 -05'00'</small> Title: <u>Director of Building Services</u> Date: _____

**MnDOT Contract Management:**

[Signature] 7-2-2017

**MnDOT Encumbrance Verification**

Amount encumbered: \$ 117,000.00

SWIFT Contract ID 127636

SWIFT PO: 3000364393

Date: 6/29/17

By: [Signature]

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Public Safety ("DPS") and Transportation ("MnDOT").

### Agreement

#### 1 Term of Agreement

1.1 **Effective date:** August 5, 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:** August 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Scope of Work

DPS agrees to reimburse MnDOT for all travel and subsistence expenses incurred by Eric DeVoe, a MnDOT employee, to attend the 2017 ATSIP Traffic Records Forum ("Conference") in New Orleans, LA. The Conference begins August 6, 2017 and ends August 10, 2017.

Deliverables by MnDOT:

- Eric DeVoe will attend all sessions of the 2017 ATSIP Traffic Records Forum.
- An Out-of-State Conference Report, labeled Attachment A and incorporated into this agreement, will be submitted by MnDOT to DPS no later than August 31, 2017.

#### 3 Consideration and Payment

DPS will reimburse MnDOT for travel and subsistence expenses incurred by one (1) MnDOT employee to attend the 2017 ATSIP Traffic Records Forum. Expenses incurred by the MnDOT employee shall be in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget, which is attached and incorporated into this contract and labeled Attachment B.

The total obligation for all reimbursements by DPS to MnDOT shall not exceed **Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00)**.

#### 4 Conditions of Payment

All services provided by MnDOT under this agreement must be performed to the DPS Office of Traffic Safety's satisfaction, as determined at the sole discretion of the DPS Office of Traffic Safety's Authorized Representative.

#### 5 Authorized Representatives

MnDOT's Authorized Representative is Jay Hietpas, Director, Office of Traffic Safety and Technology, 1500 W. County Road B2, Roseville, MN 55113, 651-234-7004, or his successor.

DPS Office of Traffic Safety's Authorized Representative is Kathleen Haney, Traffic Records Coordinator, 445 Minnesota Street, Suite 150, St. Paul, MN 55101, 651-201-7064, 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.

10#3-48749  
**1. State Encumbrance Verification**  
*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*  
 Signed: Jean Nervis  
 Date: 7/11/2017

**3. Minnesota Department of Transportation**  
 By: [Signature]  
 (with delegated authority)  
 Title: State Traffic Engineer  
 Date: 6/24/17

**2. Minnesota Department of Public Safety**  
 By: [Signature]  
 (with delegated authority)  
 Title: TSM  
 Date: 6-27-17

**4. MnDOT Contract Management**  
 By: Ryan Gaulke  
 Digitally signed by Ryan Gaulke  
 DN: cn=Ryan Gaulke  
 Date: 2017.06.27 14:05:15 -05'00'  
 Date: [Signature]

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Attachment A

**Out-of-State Conference Report  
Minnesota Office of Traffic Safety**

Attendee:

Conference:

On a scale of one to ten, with ten being highest, how would you rate the usefulness of the conference?

Why?

Describe a session you attended that you believe the OTS should consider including in the Minnesota Toward Zero Deaths conference. What was the subject and the types of speakers?

What ideas did you hear about at the conference that you will try to implement in your department or that you will use to improve something your department already does?

How will you share the new ideas and knowledge you got from the conference with others?

What were the benefits you gained from meeting and talking with other people at the conference?

**Attachment B**

**COMMISSIONERS TRAVEL PLAN**

Out-of-state travel must be approved before expenses are incurred.

Reimbursable expenses may include, but are not limited to, the following:

Commercial transportation (airplane, taxi, bus, and rail) provided that no air transportation shall be by first class and that reimbursement for travel which includes more than one destination visited for State purposes and non-State purposes shall be in an amount equal to the cost of the air fare only to those destinations visited for State purposes. Receipts are required for all commercial transportation costs including cabs or hotel shuttles. Mileage to and from home or office and the airport. Long term parking at an airport is reimbursable with receipts.

Reimbursement for use of a personal automobile is the federal reimbursable rate (currently \$0.535 per mile). The total cost reimbursable if driving to a conference/meeting (including mileage, time, meals, hotels) can be no more than the reasonable cost of flying to the event and must be approved prior to travel.

Parking fees and toll charges.

Hotel and airfare at actual costs with receipts. Charges must be reasonable and consistent with facilities available.

Reasonable costs and gratuities for baggage handling. Receipts required for fees for checking baggage. Phone calls up to \$3.00 per day for personal calls and at actual cost for business calls.

Registration costs for conferences with receipt.

Meals including tax and a reasonable gratuity. Alcoholic beverages are not covered nor are meals provided as part of a conference fee. You will be reimbursed for meals under the following conditions:

1. Breakfast. Breakfast reimbursements may be claimed if leaving home before 6:00 AM or if away from home overnight.
2. Lunch. Lunch reimbursements may be claimed if in travel status more than 35 miles away from office or if away from home overnight.
3. Dinner. Dinner reimbursement may be claimed if you cannot return home until after 7:00 PM or are away from home overnight.

Reimbursement Meal Amounts. Except for the metropolitan areas listed below, the maximum daily reimbursement for meals including tax and gratuity shall be:

Breakfast	\$9.00
Lunch	11.00
Dinner	\$16.00
TOTAL	\$36.00

For the metropolitan areas of Atlanta, Baltimore, Boston, Chicago, Cleveland, Dallas, Denver, Detroit, Hartford, Houston, Los Angeles, Miami, New Orleans, New York City, Philadelphia, San Diego, San Francisco, Seattle and Washington DC, the maximum reimbursement including tax and gratuity shall be:

Breakfast	\$11.00
Lunch	\$13.00
Dinner	\$20.00
TOTAL	\$44.00

Costs related to rental of motor vehicles are usually **not reimbursable** expenses; specific reasoning behind and approval for reimbursement of such an expense must be obtained on the out-of-state travel authorization. Costs related to taxi cabs and other public transportation are **not reimbursable** unless their use is required to reach a meeting or conference site. For example, if you take a taxi or bus to a restaurant that fare is not reimbursable. Costs related to a double room rather than a single room are **not reimbursable** unless both occupants' expenses are being reimbursed. For example, if you bring your spouse, you are responsible for the difference in cost between a single and a double room.



**MAD Project Number: 2018-018**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Charlie Petersen

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency: <u>T79</u>	Fiscal Year: <u>2018</u>	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$78,720.00	Amount of Contract First FY: <u>\$78,720.00</u> ✓	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <u>2700</u>	Fund:	Fund:
Appr: <u>T79P101</u>	Appr:	Appr:
Org/Sub: <u>T7946688</u>	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: <u>\$78,720.00</u>	Amount:	Amount:

Processing Information: (Some entries may not apply.) Source: 6261 project: T9Y206 Begin Date: \_\_\_\_\_ End Date: 4-1-18 ✓

Contract: 129106  
 Number/Date/Entry Initials  
R. Hancy 7-25-17

Order: 3000369574  
 Number/Date/Signatures  
*[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: Charlie Petersen      Requesting Agency: Corrine Calhoun

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 558 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The division will also invoice up to \$600.00 in travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed \$78,720.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

**5. Effective Dates:**

This agreement is effective July 10, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until April 1, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized agent for the purposes of this agreement is Nancy Daubenberger. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
By: <u>Heidi Brauch</u> Title: <u>Asst. Director, consultant services</u> Date: <u>7/25/17</u>	By: <u>Renee E. Rapp</u> Title: <u>Business Manager</u> Date: <u>July 6, 2017</u>



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# Proposal

Minnesota Department of Transportation  
Trunk Highway Mowing and Haying Task Force  
July 5, 2017

---

**Proposal prepared by:**

Charlie Petersen

651.259.3812

[charlie.petersen@state.mn.us](mailto:charlie.petersen@state.mn.us)

## **Acting Division Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state and federal government agencies and public institutions.

## **Alternative Formats**

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

## Background

The 2017 Minnesota Legislature established a moratorium on enforcing permits to mow or bale hay in the right-of-way of a trunk highway (Minnesota Session Law 2017, Chapter 15). Additionally the Legislature required the commissioner of transportation to recommend to the legislature the establishment of a permit or notification system to mow or hay in trunk highway right-of-way.

The legislature outlined specific elements in the recommendation. They include:

- Ease of permit application or notification
- Frequency of permits or notification
- Priority given to the owner or occupant of private land adjacent to a trunk highway right-of-way
- Determination of authority to mow or hay trunk highway right-of-way in which adjacent land is under the jurisdiction of the state or a political subdivision
- Recognition of differences in the abundance of wildlife habitat based on geographic distribution throughout the state.

The legislation requires the recommendations be developed from input from agriculture and environmental groups. To that end, the Department of Transportation (MnDOT) has created a task force to discuss and develop recommendations to the department’s commissioner on the permit or notification system to mow or hay in trunk highway right-of-way.

MnDOT contacted Management Analysis & Development (MAD) of Minnesota Management & Budget to design, facilitate, and document the work of the task force.

## Products

MAD would design, facilitate, and document the work of the task force as described below.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be July 10, 2017 (or when the interagency agreement is signed) through April 1, 2018. If the interagency agreement is not signed by July 10, 2017 MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
1. In consultation with MnDOT staff and key task force members, MAD would design, facilitate and document up to ten meetings of a task force to discuss and develop recommendations on the permit or notification system to mow or hay in trunk highway right-of-way. Recommendations will focus on 1) ease of permit application or notification; 2) frequency of permits or notification; 3) priority given to the owner or occupant of private land adjacent to a trunk highway right-of-way; 4) determination of authority to mow or hay trunk highway right-of-way in which adjacent land is under the	200

jurisdiction of the state or a political subdivision; 5) recognition of differences in the abundance of wildlife habitat based on geographic distribution throughout the state. The meetings may vary in length from three to six hours depending on the issues covered and tasks desired.	
2. MAD would design, facilitate, and document four listening sessions geographically situated around the state on trunk highway mowing and haying issues. The location of these listening session will be determined by MnDOT. Estimated travel expenses: \$600 for car rental, gas, and up to two nights lodging.	58
3. MAD would develop and distribute a survey for up to 100 respondents, provide technical assistance on the survey, and send periodic reminders to those that have not responded. Additionally, MAD will analyze the survey and develop a report summarizing the findings of the data collected.	85
4. MAD would coordinate, with the assigned staff of MnDOT or other parties asked, to provide information or best practice options on the permit or notification system to mow or hay in trunk highway right-of-way.	30
5. MAD would develop an ADA compliant report documenting the activities and recommendations, including pertinent background information, of the task force on the permit or notification system to mow or hay in trunk highway right-of-way. MAD will consult with MnDOT ADA subject matter experts prior to development of the report. The Task Force would submit the report to the Commissioner by February 1, 2018.	100
Subtotal	473
Project management, including client communication (18%)	85
Estimated expenses: Travel with lodging, mileage and rental car costs	\$600
Total Hours	558
<b>Total costs: (558 hours times \$140, plus \$600 in expenses)</b>	<b>\$78,720</b>

\*As described in the section on Billing and Cost Calculations, the MAD hourly rate has increased effective July 1, 2017 to \$140 per hour.

## Clients and Consultants

The primary client contacts would be Nancy Daubenberger, Assistant Commissioner, Minnesota Department of Transportation and Corrine Calhoun, Fiscal and Administrative Services Manager, Minnesota Department of Transportation. The MAD project lead would be Charlie Petersen, other MAD consultants would also provide services to the client.

## Client Responsibilities

- MnDOT will identify task force members and initiate communication with them.
- MnDOT would be responsible for scheduling and meeting logistics. MAD would assist as needed.
- MnDOT would communicate with the public as needed (such as posting task force meeting announcements, publishing task force information online or distributing information via email).
- MnDOT staff would be responsible for communicating and representing the results of the study and recommendations to the Legislature and the media.
- MnDOT would arrange for experts, agency staff or other parties to provide information on trunk highway mowing and haying to the task force.
- MnDOT staff would provide timely response to requests.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

#1028827 2001-17932520-1791372  
 HSEM A-REP-2018/19-MNDOT  
 Rev 5/26/05  
 1793025 7/1/17-6/30/19 \$221,000  
 ORIGINAL

	Grant Agreement	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101	<b>Grant Program:</b> Radiological Emergency Preparedness 2018-19  <b>Grant Agreement No.:</b> A-REP-2018/19-MNDOT-048
<b>Grantee:</b> Minnesota Department of Transportation 395 John Ireland Boulevard Transportation Building St Paul, MN 55155-1800	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 7/1/2017 <b>Expiration Date:</b> 6/30/2019
<b>Grantee's Authorized Representative:</b> Shannon McNulty 395 John Ireland Boulevard St Paul, MN 55155 Phone: (651) 366-3083 Email: shannon.mculty@state.mn.us	<b>Grant Agreement Amount:</b> Original Agreement \$221,000.00 Matching Requirement \$ 0.00  MnDOT contract # 1028827
<b>State's Authorized Representative:</b> Patrick McLaughlin Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101 Phone: 651-201-7434 Email: Patrick.McLaughlin@state.mn.us	<b>Federal Funding:</b> None <b>State Funding:</b> Minnesota Statutes Chapter 12, Section 12.22, Subd.2 and Sections 12.13 and 12.14 <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**  
 Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved Radiological Emergency Preparedness 2018-19 Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota, 55101. The Grantee shall also comply with all requirements referenced in the Radiological Emergency Preparedness 2018-19 Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

Signed: Graci Vibo

Date: 9/11/17

**3. STATE AGENCY**

By: [Signature]  
(with delegated authority)

Title: Branch Director

Date: 9/7/17

Grant Agreement No. A-REP-2018/19-MNDOT-048 / PO# 3000048710

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: [Signature]

Title: Asst Commissioner

Date: 8-25-17

Mn/DOT Contract Management

By: [Signature]

Title: Asst Chief Counsel

Date: 8-29-2017

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Office of Finance - Grant Unit  
man almeida 9/1/17  
on behalf of Agency Grant Supervision

2018-2019 (REP) Radiological Emergency Preparedness

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-REP-2018/19-MNDOT-048

Budget Summary (Report)

FY18- #01:				
Budget Category		Award		
Communications				
2018 Send Word Now		\$16,400.00		
<b>Total</b>		<b>\$16,400.00</b>		
Travel, In-State				
2018 Travel In State		\$2,500.00		
<b>Total</b>		<b>\$2,500.00</b>		
Travel, Out-State				
2018 Travel Out State		\$1,400.00		
<b>Total</b>		<b>\$1,400.00</b>		
Employee Development				
2018 Emp Development		\$2,200.00		
<b>Total</b>		<b>\$2,200.00</b>		
Agency Indirect Costs				
2018 Agency Indirect		\$8,000.00		
<b>Total</b>		<b>\$8,000.00</b>		
Full Time				
2018 Employee Salaries		\$80,000.00		
<b>Total</b>		<b>\$80,000.00</b>		
<b>Total</b>		<b>\$110,500.00</b>		
FY19- #04:				
Budget Category		Award		
Communications				
2019 Send Word Now		\$16,400.00		
<b>Total</b>		<b>\$16,400.00</b>		
Travel, In-State				
2019 Travel In State		\$2,500.00		
<b>Total</b>		<b>\$2,500.00</b>		
Travel, Out-State				
2019 Travel Out State		\$1,400.00		
<b>Total</b>		<b>\$1,400.00</b>		

2018-2019 (REP) Radiological Emergency Preparedness

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-REP-2018/19-MNDOT-048

Budget Summary (Report)

Employee Development	
2019 Emp Development	\$2,200.00
Total	\$2,200.00
Agency Indirect Costs	
2019 Agency Indirect	\$8,000.00
Total	\$8,000.00
Full Time	
2019 Full Time	\$80,000.00
Total	\$80,000.00
Total	\$110,500.00
Total	\$221,000.00
Allocation	\$221,000.00
Balance	\$0.00

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055 and 471.59, this is an agreement between Minnesota Management & Budget and the Minnesota Department of Transportation.

**1. Services to be Performed:**

Upfront development costs related to Enterprise Talent Development, including technical support of the Enterprise Learning Management system, project management and implementation for Enterprise Talent Development, communications, eLearning module development, workforce planning and an employee engagement survey.

**Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For MnDOT: Tracy Hatch, Deputy Commissioner, or her successor, 395 John Ireland Blvd., St. Paul, MN 55155.

**2. Consideration and Terms of Payment:**

In consideration for the services provided, the Requesting Agency agrees to contribute to this effort as follows:

**TOTAL COST for FY 18= \$215,158**

You will receive a quarterly invoice from MMB for \$53,790, beginning July 2017. Each quarterly invoice shall be paid within 30 days of receipt.

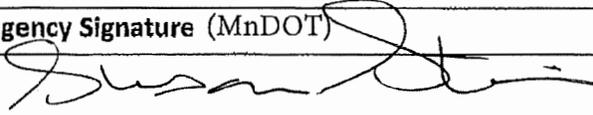
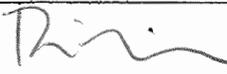
**3. Term of Agreement:**

This agreement is effective July 15, 2017, and shall remain in effect until June 30, 2018.

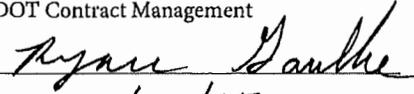
**4. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

Approved:

1. Agency Signature (MnDOT)	2. Minnesota Management & Budget
By:  Title: <u>Asst Commissioner Corporate Services</u> Date: <u>7-20-17</u>	By:  Title: <u>CEO</u> Date: <u>7-24-17</u>

3. MnDOT Encumbrance Verification  
 Individual certifies that funds have been encumbered as required by Minnesota Statutes 16A.15 and 16C.05  
 By: B. Hagan Date: 7-19-17  
 SC No. 128818 PO No. 3000368403

4. MnDOT Contract Management  
 By:   
 Date: 7/21/17

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

MnDOT Contract # 1029070

Pursuant to Minnesota Statutes, Sections 16B.04 and 471.59, this is an agreement between the Department of Administration (Admin) and the Department of Transportation (MNDOT)

1. **Services to be Performed:**

Admin's Office of Enterprise Sustainability (OES) will support state agencies by helping them to make choices that will improve sustainability outcomes through the implementation of best practices in their agency, provide agencies the assistance needed to reduce greenhouse gas emissions and water usage, increase energy efficiency and recycling, and to better coordinate sustainability efforts across state government. In order to provide transparency, OES is working to develop a State Government Sustainability Reporting Tool that will help agencies track and report their sustainability data.

2. **Authorized Agents:**

The following persons will be the primary contacts and authorized agent for all matters concerning this agreement:

Admin: Erin Campbell, Assistant Commissioner, or her successor, Room 200, 50 Sherburne Ave., St. Paul, MN 55155, (651) 201-2561

MNDOT: Sue Mulvihill, Deputy Commissioner, 395 John Ireland Blvd., St. Paul, MN 55155 (651) 366-4800

3. **Consideration and terms of Payment**

In consideration for sustainability services provided, MNDOT agrees to contribute as follows:

- Enter an appropriation transfer in SWIFT using the following accounting codes:  
Fund 2001, FinDeptID G021ADMN, Approp ID G027203
- If assistance is needed, please contact Rachel Douglas ([Rachel.Douglas@state.mn.us](mailto:Rachel.Douglas@state.mn.us) or 651.201.2531).
- Please transfer the following amounts no later than August 1st of each fiscal year:  
FY 2018: **\$60,000**      FY2019: **\$40,000**      Total for the biennium: **\$100,000**

4. **Terms of Agreement**

This agreement is effective July 1, 2017 and shall remain in effect until June 30, 2019.

5. **Amendments**

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

**Approved:**

Department of Administration

Department of Transportation

By: <u>Erin M Campbell</u>	By: <u>Sue Mulvihill</u>
Title: <u>Assistant Commissioner</u>	Title: <u>Deputy Commissioner</u>
Date: <u>7.25.17</u>	Date: <u>7/21/2017</u>

Rev. 12/00

Rachel Hlg  
88-17  
129919  
3000372244

Interagency Agreement



<b>Minnesota Department of Public Safety (“State”)</b> Minnesota State Patrol 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101	<b>Grant Program:</b> Motor Carrier Safety Administration Program (MCSAP)  <b>Grant Agreement No.:</b> A-MCSAP17-2017-MNDOT-002 MnDOT Contract: <b>1029088</b> MnDPS Swift PO: <b>3000050890</b>
<b>Grantee:</b> Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 St. Paul, Minnesota 55155	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 10/1/2016 <b>Expiration Date:</b> 9/30/2018
<b>Grantee’s Authorized Representative:</b> William Gardner, Transportation Operations Manager, MnDOT-OFCVO Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 395 John Ireland Blvd. St. Paul, MN 55155 (651) 366-3646 <a href="mailto:William.Gardner@state.mn.us">William.Gardner@state.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement \$ 1,815,982.80 Matching Requirement \$ 320,467.50
<b>State’s Authorized Representative:</b> Colonel Matthew Langer 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101 (651) 201-7100 <a href="mailto:Matthew.Langer@state.mn.us">Matthew.Langer@state.mn.us</a>	Federal Funding: CFDA 20.218  State Funding: None Special Conditions: None [For Special Conditions replace “None” with “Attached and incorporated into this grant agreement. See page *.”]

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved [insert same RFP name as in Grant Program box above] Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at [insert Division’s mailing address]. The Grantee shall also comply with all requirements referenced in the [insert the same RFP name as in Grant Program box above] Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement. [must say Guidelines and Application]

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: [Signature]  
Date: 11/2/17

Grant Agreement No. A-MCSAP17-2017-MNDOT-002

**3. STATE AGENCY**

By: [Signature]  
(with delegated authority)  
Title: Chief  
Date: 10/30/17

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: William D Gardner  
Title: OFCVO, Director  
Date: October 13, 2017

**4. MNDOT CONTRACT MANAGEMENT:**

By: [Signature]  
Title: Contract Admin.  
Date: 10/26/2017

Office of Finance, Grant Unit  
Mariusz Walek  
on behalf of Grant Unit ~~Chief~~ Supervisor  
Oct. 25, 2017

Distribution: DPS/FAS  
Grantee  
MSP's Authorized Representative  
MnDOT's Contract Management

## GRANTEE DUTIES

Page 1 of 2

The Grantee shall perform the annual tasks as necessary to fulfill the terms of the state Commercial Vehicle Safety Plan (CVSP), which is incorporated by reference into this grant contract, activities as specified below, and other activities relating to the enhancement of Commercial Motor Vehicle (CMV) safety as Minnesota State Patrol, Commercial Vehicle Enforcement (MSP) may deem necessary throughout the term of this agreement.

### 1. Certification/Qualification

The Grantee will ensure that personnel engaged in enforcement or regulatory operations, whose positions are directly or indirectly financed through a Motor Carrier Safety Assistance Program (MCSAP) grant funding source, demonstrate a minimum competency level by meeting certification/qualification parameters as established in the state MCSAP Certification/Qualification Policy, dated **02/06/17**, Exhibit V, that is attached and incorporated and made part of this grant contract.

### 2. Reviews/Audits

- (a) The Grantee will conduct Reviews and New Entrant Audits of Minnesota-based carriers in accordance with CVSP initiatives and FMCSA guidelines and directives.
- (b) The Grantee will strive to increase the overall number and ratio of "Critical and Acute" violations detected as a result of review activities.
- (c) The Grantee will ensure that carriers have properly completed repairs on vehicles previously placed out-of-service and take appropriate action regarding out-of-service violations found during the course of a regularly scheduled Compliance Review (CR) (according to the policy memo addressing this topic, dated **02/06/17**, Exhibit V that is attached and incorporated and made part of this grant contract).
- (d) The Grantee will complete those forms and reports as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) for each Review completed under the auspices of MCSAP. The Grantee shall further provide MSP with all data necessary to meet the reporting, operational and evaluation requirements of the MCSAP project in an acceptable format and on a timely basis at no extra cost to MSP.
- (e) The Grantee will continue to upload Reviews to the Motor Carrier Safety Information System (MCMIS) within required timeliness guidelines.

### 3. Inspections

- (a) The Grantee will conduct Level 1 inspections at common bus/motor coach destinations, including but not limited to the Mall of America, Target Field, casinos, Valley Fair and Minneapolis St. Paul International Airport, etc. Commercial vehicle inspections may also be conducted at any fixed scale facility, as well as where ever other MN State Patrol employees may be working.
- (b) The Grantee will complete a commercial Motor Vehicle Inspection form for each vehicle inspected under MCSAP auspices. The signed Inspection Repair Verification form shall be returned to the Minnesota State Patrol, Commercial Vehicle Section, 1110 Centre Pointe Curve, Suite 410, Mendota Heights, MN. 55120. A Commercial Motor Vehicle Inspection form issued for State mandated inspection programs for the purpose of issuing credentials to a Motor Carrier does not apply.

### 4. Training & Outreach

- (a) The Grantee will work with MSP on MCSAP-related training/public education activities as outlined by the state CVSP.

- (b) The Grantee will assist in preparing and presenting programs such as “Share-The-Road”, and/or regulatory-based outreach programs to motor carriers and their employees, union locals, civic groups, industry gatherings, educational institutions and other highway users.
- (c) The Grantee will assist in carrying the safety/regulatory message to large groups of interested listeners through events like the State Fair, County Fairs, and industry conferences and conventions held within the state.
- (d) The Grantee will continue the current Initial Motor Carrier Contact (IMCC) program providing safety and regulatory classes and outreach activities to new/prospective motor carriers and their employees.
- (e) The Grantee will provide safety and regulatory classes and outreach activities to existing motor carriers and their employees.
- (f) The Grantee will publish and disseminate informational materials to address frequently asked questions from industry and the general public.
- (g) The Grantee will provide access to web-based online learning programs and access to the most current regulatory information and updates.

#### 5. Post-Crash Review of Motor Carrier

The Grantee will perform a review of motor carrier operations as-soon-as possible upon notification of a “significant crash” involving a Minnesota-based motor carrier in accordance with definitions and procedures set forth in the “Post Crash Review Plan” dated February 23, 2004 that is incorporated by reference and made part of this grant contract.

#### 6. VISOR Program

The Grantee will work cooperatively with MSP to maintain and conduct a viable performance-based Vehicle Inspection Standardized Overall Review (VISOR) program.

#### 7. Progress Reports

The Grantee will provide a written quarterly progress report that is due to MSP by the 15<sup>th</sup> of the month following each quarter. The report shall be in a format similar to the state CVSP as specified by MSP, and shall include a narrative comment on each performance measure relevant to Minnesota Department of Transportation, (MN/DO1) Office of Freight and Commercial Vehicle Operations activities. Additionally, each program area including passenger, hazardous materials, general reviews, training, and/or other will provide a narrative containing the highlights of the reporting period. Finally, the grantee shall provide a report, comprehensively evaluating activities performed, to MSP within 30 days of the Expiration date of this grant contract.

MnDOT FY 2017 MCSAP Consolidated Line Item Budget

Line Item Budget	Account	Federal Funds (85%)	State Match (15%)
<b>Personnel</b>			
Salary	41000	\$1,012,698.02	\$178,711.42
Overtime	41050	\$11,236.00	\$1,982.82
<b>Sub-total</b>		<b>\$1,023,934.02</b>	<b>\$180,694.24</b>
<b>Fringe</b>			
		\$384,889.08	\$67,921.60
<b>Sub-total</b>		<b>\$384,889.08</b>	<b>\$67,921.60</b>
<b>Program Travel</b>			
Travel/Lodging/Meals - Instate	41160	\$9,775.00	\$1,725.00
Travel/Lodging/Meals - Outstate	41170	\$42,755.00	\$7,545.00
Mileage and Vehicle Usage	420602	\$62,050.00	\$10,950.00
<b>Sub-total</b>		<b>\$114,580.00</b>	<b>\$20,220.00</b>
<b>Supplies</b>			
General Office Supplies/Materials	41300	\$12,750.04	\$2,250.01
Uniforms	410711	\$6,375.00	\$1,125.00
Cell Phones w/holsters & chargers	471000	\$2,082.50	\$367.50
Computers	414000	\$7,480.00	\$1,320.00
Computer Cases	414000	\$170.00	\$30.00
VoIP Desk Phones	471000	\$382.50	\$67.50
Vehicle Inspection Equipment	471000	\$3,952.50	\$697.50
<b>Sub-total</b>		<b>\$33,192.54</b>	<b>\$5,857.51</b>
<b>Contractual</b>			
		\$53,935.19	\$9,517.98
<b>Sub-total</b>		<b>\$53,935.19</b>	<b>\$9,517.98</b>
<b>Other Expenses</b>			
Room Rental for Audit Saturation	411000	\$1,955.00	\$345.00
Communications (phones/mail)	411551, 411554	\$5,015.00	\$885.00
<b>Sub-total</b>		<b>\$6,970.00</b>	<b>\$1,230.00</b>
<b>Indirect Costs</b>			
	14.08%	\$198,481.97	\$35,026.23
<b>Total</b>		<b>\$1,815,982.80</b>	<b>\$320,467.50</b>



**CERTIFICATION REGARDING LOBBYING**  
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Minnesota Department of Transportation  
Organization Name

William Gardner, OFCVO Director  
Name and Title of Official Signing for Organization

By: William D. Gardner  
Signature of Official

October 13, 2017  
Date

07/07



## FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

### FINANCIAL ASSISTANCE AGREEMENT GENERAL PROVISIONS AND ASSURANCES

January 2014

#### **Section 1. Grant Authority**

##### **a. Contract Authority.**

The Federal Motor Carrier Safety Administration (FMCSA) authorizing legislation, The Safe, Accountable, Flexible, Efficient Transportation Equity Act: a Legacy for Users (SAFETEA-LU), Pub. L. 109-59, 119 Stat. 1144 (2005), as amended by Moving Ahead for Progress in the 21<sup>st</sup> Century, Pub. L. No. 112-141, 126 Stat. 405 (2012) granted FMCSA contract authority. Pursuant to SAFETEA-LU, Pub. L. 109-59, §4101, 119 Stat. 1144, 1725 (2005), as amended by Moving Ahead for Progress in the 21st Century, Pub. L. No. 112-141, § 32605, 126 Stat. 405, 805-808 (2012) the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

##### **b. Lapse in Appropriations and/or Authorization.**

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the grantee's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum "Planning for Agency Operations During a Lapse in Government Funding" (April 7, 2011), and any amendments or updated guidance thereto.

#### **Section 2. Effective Date.**

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

**Section 3. Electronic Signatures.**

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in **Section 4.**

**Section 4. General Requirements.**

**a. Obligation of Recipient to Comply.**

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. Chapter 311 (2006), as applicable and denoted in the Notice of Grant Agreement; (2) SAFETEA-LU, Pub. L. No.109-59, § § 4101-4134, 119 Stat. 1144, 1715-1745 (2005), as applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, applies to projects with governmental bodies; (4) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 C.F.R. Part 19, applies to Projects with institutions of higher education and private nonprofit organizations and also applies to grants and cooperative agreements with private for-profit organizations; (5) 2 C.F.R. § § 220, 225, 230; and (6) OMB Circular A-102 and 2 C.F.R. §215 (OMB Circular A-110).

**b. Application of Federal, State, and Local Laws and Regulations.**

**i. Federal Laws and Regulations.**

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all sub-assistance agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

**ii. State or Territorial Law and Local Law.**

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

**c. Subgrantees**

State Recipients shall follow State law and procedures when awarding and administering subgrants to local and Indian tribal governments in accordance with 49 C.F.R. §18.37(a). Other grantees awarding subgrants to local and Indian tribal governments shall follow 49 C.F.R. §18.37(b). The Recipient understands that 49 C.F.R. Part 19 shall be applied to institutions of higher education, hospitals or other non-profit organization subgrantees in accordance with 49 C.F.R. § 19.5.

**Section 5. Ethics.**

**a. Written Code of Ethics.**

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, subgrantees, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or sub-grantees or their agents.

**b. Personal Conflict of Interest.**

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- i. The employee, officer, board member, or agent;
- ii. Any member of his or her immediate family;

- iii. His or her partner; or
- iv. An organization that employs, or is about to employ, any of the above.

**c. Organizational Conflicts of Interest.**

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

**Section 6. Hatch Act.**

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of an individual whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act.

**Section 7. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000.**

By signing this agreement the Recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the Recipient. With respect to the payment of funds not Federally appropriated by the recipient and subgrantees, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

**Section 8. Contracting.**

**a. Federal Standards.**

The Recipient agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined

necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

**b. Buy American Act.**

The Recipient agrees to conform with the Buy American Act (41 U.S.C. §§ 10a-d), as required by Section 708 of the Transportation, Treasury, Housing and Urban Development, the Judiciary, and Independent Agencies Appropriations Act, 2006 (Public Law 109-115 (November 30, 2005)). As required by Section 709 of the appropriations act, the Recipient represents that it has never been convicted of violating the Buy American Act, and agrees that it will not make funding received under the appropriations act available to any person or entity that has been convicted of violating the Buy American Act.

**Section 9. Notification Requirement.**

- a. With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to:
  - i. Specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition; and
  - ii. Express the said amount as a percentage of the total costs of the planned acquisition.

**Section 10. Debarment and Suspension.**

The Recipient agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

**Section 11. Notification of Third Party Contract Disputes or Breaches.**

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

**Section 12. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.**

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

## **Section 13. Records Retention.**

### **a. Requirement to Retain Records.**

During the course of the Project and for three years after the final voucher, the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in (1) 49 C.F.R. Part 18 for governmental Recipients and (2) 49 C.F.R. Part 19 for hospitals, educational institutions, private non-profit and for-profit Recipients. Project closeout does not alter these requirements.

### **b. Access to Recipient Records.**

The Recipient will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards.

### **c. Access to Records in Negotiated Agreements.**

The Recipient will include in all negotiated contracts (except those of \$10,000 or less) awarded by Recipient a provision to the effect that the Recipient, FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, shall have access to any books documents, papers and records of the contractor which are directly pertinent to the program for the purpose of making audits, examinations, excerpts, and transcriptions.

- i.** Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three years, with the following exception:
  - 1.** If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained in their entirety until all litigation claims, or audit findings involving the records have been resolved.
  - 2.** Records for nonexpendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.
  - 3.** When records are transferred to or maintained by FMCSA, the 3-year retention requirement is not applicable to the recipient. The retention period starts from the date of the submission of the final expenditure report.

## **Section 14. Audit and Inspection.**

### **a. Inspector General Act of 1978.**

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

### **b. Single Audit Act Amendments of 1996.**

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular NO. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

### **c. Audit Requirements.**

A Recipient that is: (a) a State, local government or Indian tribal government agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto; (b) an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 49 C.F.R. § 19.26 and OMB Circular A-133, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of OMB Circular A-133.

It is imperative that Recipients submit required OMB Circular A-133 audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under OMB Circular A-133 to the Federal Audit Clearinghouse Bureau of the Census, 1201 East 10<sup>th</sup> Street Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; or OMB Circular A-122, Revised.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its contractors pertaining to the Project. The Recipient agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

## **Section 15. Responsibility for Reporting Fraudulent Activity, Waste and Abuse.**

The Recipient understands that the Federal government may pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient agrees to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DHS grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week. <http://www.oig.dot.gov/Hotline>. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

#### **Section 16. Budget and Finance.**

The Recipient agrees to carry out the Project in accordance with the Approved Project Budget, written approval of which the Recipient shall secure from FMCSA prior to being reimbursed under this Agreement. In accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25, the Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget (1) that would require any transfer of funds between budget lines cumulatively greater than ten percent of the total approved project budget, or (2) that involve expenditures for items or services not approved in the original project plan, or (3) that would result in the need for additional funding. This includes revisions to the indirect cost rate. Any written approval may be obtained from the Associate Administrator or his/her designated representative, of the respective FMCSA Office.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget provided that such deviations do not cumulatively exceed ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items or categories authorized by FMCSA in the approved budget.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.F.R. § 19.21, as amended, whichever is applicable. Consistent with the provisions of 49 C.F.R. § 18.21, or 49 C.F.R. § 19.22, as amended, whichever is applicable, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members. All costs charged to the Project, including any approved services contributed by the

Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All matches shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

## **Section 17. Payments.**

### **a. Request by the Recipient for Payment.**

The Recipient's request for payment of the Federal share of allowable costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205. To receive a Federal assistance payment, the Recipient must:

- i. Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:
  1. To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and
  2. To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.
- ii. Have submitted to FMCSA all financial and progress reports required to date under this Agreement; and
- iii. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.

### **b. Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees**

- i. Subject to the requirements in 49 CFR 18.21, payments will be made after receipt of required FMCSA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi eInvoicing System.

ii. The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

iii. Grant Recipient Requirements

1. Recipient must have internet access to register and submit payment requests through the Delphi eInvoicing system.
2. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.

iv. System User Requirements

1. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.
2. The DOT will send the Recipient an email with an electronic form to verify the Recipient's identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:

DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125

3. The DOT will validate the form and email a user ID and password to the Recipient. Recipient should contact the FMCSA grants office with any changes to their system information.
4. Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>)

v. Waivers

1. DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.dot.gov/cfo/delphi-einvoicing-system.html>) or by

contacting FMCSA. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

**c. Reimbursement Payment by FMCSA.**

- i. If the reimbursement method is used, the Recipient agrees to:
  1. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and
  2. Complete and submit, on at least a quarterly basis, Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.
- ii. Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is complying with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse allowable costs incurred by the Recipient up to the maximum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA's financial processor.

**d. Other Payment Information.**

The Recipient agrees to adhere to and impose on its subgrantees all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

**e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.**

In accordance with 49 CFR § 18.21(f) State, local government, and Indian tribal Recipients and subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments. In accordance with 49 CFR § 19.22, to the extent available, Non profit organization Recipients and subrecipients shall disburse funds available from repayments to and interest earned on a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash payments.

**f. Allowable Costs.**

- i. The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

1. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;
2. Be necessary in order to accomplish the Project;
3. Be reasonable for the goods or services purchased;
4. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);
5. Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from FMCSA to the contrary is received in writing (pre-award costs);
6. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:
  - a. For Recipients that are governmental organizations, the cost principles of 2 C.F.R. § 225 apply (OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" apply);
  - b. For Recipients that are institutions of higher education, the cost principles of 2 C.F.R. §220 ( OMB Circular A-21, Revised, "Cost Principles for Educational Institutions" apply);
  - c. For Recipients that are private nonprofit organizations, the cost principles of 2 C.F.R. § 230 (OMB Circular A-122, Revised, "Cost Principles for Nonprofit Organizations" apply); and
  - d. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.
7. Be satisfactorily documented; and
8. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its subgrantees and contractors.

**g. Indirect Costs.**

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the recipient's cognizant agency. If a recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until a final rate can be determined.

The Recipient must obtain prior approval from the Grant Manager to shift direct costs to indirect costs in order to recover indirect costs at a negotiated indirect cost rate higher than the placeholder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget in accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25.

The grantee may not request additional grant funds to recover indirect costs that it cannot recover by shifting direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate requires an amendment and must be approved by the Grant Manager if the change to the indirect cost rate would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget in accordance with 49 C.F.R. § 18.30 and 49 CFR § 19.25.

**h. Pre-Award Costs.**

A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

- i. The Recipient receives prior written approval from the FMCSA before the reimbursement vouchers are submitted;
- ii. The costs are necessary to conduct the project; and
- iii. The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 C.F.R. §225, Appendix B, special equipment over \$5,000), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made; (2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

**i. Disallowed Costs.**

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

- i. Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;
- ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and
- iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

#### **Section 18. Program Income**

Recipient agrees to comply with the regulations relating to program income, located at 49 CFR §§ 18.21(f), 18.24(b)(4), 18.25 for State, local government, and Indian tribal recipients and subrecipients and 49 CFR §§ 19.22(g), 19.24, and 19.34(d) for non-profit organizations.

Program income means gross income earned by the recipient, subrecipient, or contractor under a grant, that is directly generated by a grant supported activity or earned as a result of the award during the award period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them.

Recipients agree to use the Program income in accordance with 49 CFR §18.25(g) (for State, local government, and Indian tribal recipients and subrecipients) and 49 CFR § 19.24(b) (for nonprofit organizations).

## **Section 19. Reports.**

### **a. Performance Progress Reports.**

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- i. An account of significant progress (findings, events, trends, etc.) made during the reporting period;
- ii. A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;
- iii. An outline of work and activities planned for the next reporting period; and
- iv. Provide status update/resolution for all outstanding findings from program reviews and/or audits.

### **b. Quarterly Financial Status Reports.**

The Recipient shall furnish one (1) copy of a quarterly financial status report to the Grant Manager, and one (1) copy to the Grants Officer, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF 425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. The Recipient shall report outlays and program income, if any, on an accrual basis. However, if the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

**Section 20. Non-Discrimination.**

The Recipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of The Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 504 and 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794, 794(d), which prohibit discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § §6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) the Public Health Service Act of 1912 (42 U.S.C. §290dd-2), relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.* relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Recipient also agrees to comply with the FMCSA Title VI Assurances.

**Section 21. Executive Order on Equal Opportunity Related to Contracts.**

- a. The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.
  - i. The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
  - ii. The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

**Section 22. Employment Policies.**

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608. The applicant/recipient shall provide the AAP to FMCSA for inspection or copy upon request.

### **Section 23. Property.**

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 49 CFR parts 18 and 19, whichever applicable.

A Recipient that is a State, local, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations and directives. Any exception to the requirements of 49 C.F.R. §§18.31 through 18.34, or the requirements of 49 C.F.R. §§19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the 49 C.F.R. Part 18 or 49 C.F.R. Part 19, as applicable, as well as the Grant Provisions and Assurances that follow, unless FMCSA determines otherwise in writing.

Under this Section, local governments, Indian tribal governments, research institutions, hospitals, and nonprofit organizations, as well as for profit organizations, will be collectively referred to as a “Non-State Recipient” in circumstances the responsibilities of the State Recipient will be distinguished from the responsibilities of the Non-State Recipient.

#### **a. Use of Project Property.**

The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.

The Non-State Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

**b. Maintenance.**

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

**c. Records.**

The State Recipient agrees to maintain records in accordance with State law and procedures.

The Non-State Recipient agrees to keep satisfactory records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

**d. Incidental Use.**

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

**e. Encumbrance of Project Property.**

The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.

The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

**i. Written Transactions.**

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

**ii. Oral Transactions.**

The Non-State Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

**iii. Other Actions.**

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

**iv. Purpose.**

The Non-State Recipient agrees that no use under this section will interference with the purpose for which the equipment was purchased.

**f. Transfer of Project Property.**

The State Recipient agrees to transfer Project property in accordance with State law and procedures.

The Non-State Recipient understands and agrees as follows:

**i. Non-State Recipient Request.**

The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2).

**ii. Federal Government Direction.**

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

**iii. Leasing Project Property to Another Party.**

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document. Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents.

**g. Disposition of Project Property.**

The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State, as authorized by 49 C.F.R. §18.32(b).

The Non-State Recipient agrees to dispose of Project property as follows:

With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

- i. **Project Property with Expired Useful Life.** When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.
- ii. **Project Property Prematurely Withdrawn from Use.** For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:
  1. **Notification Requirement.** The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
  2. **Calculating the Fair Market Value of Prematurely Withdrawn Project Property.** The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
    - A. **Equipment and Supplies.** The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or

supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

**B. Real Property.** The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

**3. Exceptional Circumstances.** The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

#### **h. Financial Obligations to the Federal Government.**

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

- i.** Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or
- ii.** Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

#### **i. Insurance Proceeds.**

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

- i.** Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- ii.** Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

**j. Transportation of Hazardous Materials.**

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

**k. Misused or Damaged Project Property.**

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

**l. Responsibilities after Project Closeout.**

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

**Section 24. Davis-Bacon Act Requirements.**

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §3145 and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701 *et seq.*) regarding labor standards for federally-assisted construction sub-agreements.

**Section 25. Environmental Requirements.**

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

## **Section 26. Government Rights (Unlimited).**

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

### **a. Patent Rights.**

If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the recipient, third party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

### **b. Data Rights.**

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

- i. Except for its own internal use, the Recipient may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.

- ii. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  1. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
  2. Any rights of copyright to which a Recipient, subgrantee, or a third party contractor purchases ownership with Federal assistance.

When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, subgrantee, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

**c. Acknowledgment or Support and Disclaimer.**

- i. An acknowledgment of FMCSA support and a disclaimer must appear in any recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:
  1. "This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement, dated \_\_\_\_."
  2. *(fill-in appropriate identification of grant/cooperative agreement)*;
  3. All Recipient publications must also contain the following:
    - A. "Any opinions, findings, and conclusions or recommendations expressed this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."
    - B. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

#### **Section 27. Drug Free Workplace.**

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) and implementing regulations (49 CFR Part 32), which require, in part, that recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

#### **Section 28. Background Screening.**

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires recipient organization personnel to have unsupervised physical access to a Federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

**Section 29. Site Visits.**

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, subgrantee or subcontractor under this Agreement, the Recipient shall provide and shall require its subgrantees or subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, subgrantee or subcontractor.

**Section 30. Liability.**

The Recipient acknowledges it is responsible for any act or omission of Recipient, its officers, employees, or members, participants, agents, representatives, as appropriate arising out of or in any way connected to activities authorized pursuant to this Agreement. The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient, its officers, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

**Section 31. Right of FMCSA to Terminate Agreement.**

**a. General Right to Suspend or Terminate Assistance Agreement.**

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days notice of its intention to terminate this agreement.

**b. Financial Obligations of the Government.**

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date, to the extent those obligations cannot be cancelled. However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

**c. De-obligation of Funds.**

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If the recipient accedes to de-obligation, a grant amendment/modification must be in place.

**Section 32. Project Completion, Settlement, and Closeout.**

**a. Project Completion.**

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF 425, Federal Financial Report, a certification or summary of Project expenses, and third party audit reports, as applicable.

**b. Remittance of Excess Payments.**

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA funding due, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

**c. Project Closeout.**

Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on the Recipient by this Agreement or by the FMCSA's final notification or acknowledgment.

**Section 33. Severability.**

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

**Section 34. Entire Agreement and Amendments.**

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by the each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding.

**Section 35. Use of Information Obtained.**

Information obtained under this agreement may only be used by the recipient in order to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant recipient, in order to carry out each party's responsibility under this agreement and project plan, shall not be released by the recipient to any third party without the written permission of FMCSA.

Recipient shall ensure that all of its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

**Section 36. Miscellaneous Provisions.**

**a. Prohibition on Human Trafficking.**

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

**b. Wild and Scenic Rivers Act of 1968.**

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

**c. Fly America Act.**

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

**d. Criminal and Prohibited Activities.**

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representations, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

### **Section 37. Laptop Encryption.**

All laptops used by Recipients, subgrantees, and contractors in carrying out the Recipient's project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryption standards prescribe whole disk encryption (FDE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FDE on all laptop computers as soon as practicable, but no later than September 30, 2013.

### **Section 38. Adaptability to Climate Changes**

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer-reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

### **Section 39. Commercial Vehicle Information Systems and Networks (CVISN) provisions.**

The following provisions apply where applicable.

#### **a. Compliance with the National ITS Architecture.**

The recipient will ensure that CVISN Core and Expanded deployment activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and CVISN Architectures and available standards and shall promote interoperability and efficiency to the extent practicable and required by law.

#### **b. Interoperability.**

For implementing CVISN Core capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

#### **c. Independent Evaluation.**

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using

existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

**d. Dedicated Short Range Communications.**

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

**Section 40. Federal Funding Accountability and Transparency Act**

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of \$25,000 or more that OMB create a searchable, no cost, publicly accessible website(<http://usaspending.gov/>) that includes basic information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves and their first tier subgrantee awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non Recovery Act federally funded grants and cooperative agreements of \$25,000 or more awarded on or after October 1, 2010 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$25,000.

**Section 41. Executive Order 13513**

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages grantees to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the grantee agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

**Section 42. Certification.**

The Recipient certifies that the statements it made in the grant application are true and correct and Recipient understands that any false statements made as part of these certifications can be prosecuted.



To: William Gardner  
Transportation Operations Manager  
MnDOT-OF-CVO

From: Captain Jon Olsen  
MN State Patrol  
Commercial Vehicle Section  
MCSAP Lead Agency

Date: October 1, 2016

Scope:

The purpose of this policy is to establish minimum Certification/Qualification parameters for all MnDOT personnel engaged in MCSAP grant eligible activities.

Applicability:

All MnDOT personnel engaged in enforcement or regulatory operations, whose positions are directly or indirectly financed, in whole or in part, through MCSAP grant funds (to be determined by the State MCSAP Lead Agency), will be required to adhere to the following minimum Certification/Qualification requirements to maintain continued operations within the funded program(s). For purpose of this discussion, "MCSAP Grant funds" are deemed to be those provided the state through CFDA 20.218 and may include, but are not limited to the following activities:

- NAST Roadside Inspection Activity
- Compliance Review Activity
- Basic Hazardous Materials Transportation Enforcement & Regulatory Activity
- Cargo Tank Transportation Enforcement & Regulatory Activity
- Bus/Motor Coach Enforcement & Regulatory Activity
- New Entrant Activity

Policy Statement:

It is critical that MnDOT personnel engaged in enforcement or regulatory operations, whose positions are directly or indirectly financed through a MCSAP grant funding source, demonstrate competency at a minimum of once in each calendar year. To this end, maintaining North American Standard Driver/Vehicle Inspection (NAS) certification will be the prerequisite for Certification/Qualification for all MCSAP funded activities. Federal guidelines are detailed in FMCSA's Operational Policy 4. Individual agencies may establish more stringent requirements for their employees through mutual agreement of the state MCSAP partners (MNDOT & DPS).

To obtain NAS Certification, employees must attend and pass the NAS Course, Parts A and B, at a class that is certified through the National Training Center (NTC). As required through the Operational Policy 4, the employee must satisfactorily complete 32 Level 1 inspections under the direction and control of a certified inspector. This must be completed within 6 months of NAS Part A and B testing.

Once fully certified as a NAS A and B inspector, the certification must be maintained by:

1. Conduct a minimum of 32 Level 1 inspections throughout the calendar year in accordance with NAS standard practices and meet the minimum documented quality levels in the Level 1 inspection process. The 32 Level 1 inspections used to establish NAS certification may be conducted (1) where a NAS certified State Patrol personnel are present, or (2) at a weigh station when State Patrol personnel are on duty at the facility, or (3) at a roadside commercial vehicle enforcement saturation when the State Patrol is present, or (4) when otherwise approved by the State Patrol. To ensure that a broad knowledge base is maintained, at least 50% of the required 32 Level 1 inspections must be completed on vehicles equipped with air brakes.

2. If there are extenuating circumstances that prevent the employee from completing the required 32 Level 1 inspections within the calendar year, the NAS Course tests, both Parts A and B, may be challenged.
  - a. These instances will be reviewed on a case by case basis
  - b. Persons unsuccessfully challenging the test(s) must attend the next available NAS Part A and/or B course offered in Minnesota

All MnDOT personnel performing inspections to maintain Certification/Qualification are subject to an Inspection Quality Evaluation process.

NOTE: An unsuccessful challenge of either or both NAS tests will be deemed to preclude the employee from performing any further MCSAP funded activities until such time as he/she has successfully completed the applicable NAS Course or Courses.

MnDOT personnel participating in Passenger Vehicle Inspections must complete the following to obtain inspection certification and recertification:

1. Upon successful completion of the CVSA Passenger Vehicle Inspection Course, the initial 8 passenger vehicle inspections conducted may be level 1 or level 5. The initial 8 inspections must be conducted on Motor Coach Buses in the presence and under the direction of a CVSA certified passenger vehicle inspector.
2. To maintain the Passenger Vehicle Inspection certification, 8 level 1 or level 5 inspections are required, but a minimum of 4 must be conducted on Motor Coach Buses.

All annual certifications will be calendar year January through December.

MnDOT personnel participating in Basic Hazardous Materials Transportation Enforcement & Regulatory Activity and Cargo Tank Transportation Enforcement & Regulatory Activity must complete the following to obtain inspection certification and recertification:

1. Upon successful completion of the applicable course, 16 Level 1 hazardous materials inspections must be conducted in the presence of and under the direction of a CVSA certified Haz-Mat inspector.
2. To maintain the basic and cargo tank Hazardous Materials inspection certification, 8 Level 1 or Level 2 inspections are required annually.

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

Federal Project Number: HSIP 8817(245)  
State Project Number (SP): 8816-2556  
Trunk Highway Number (TH): N/A  
Project Identification: LRS System Mapping & Support

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 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 December 31, 2018, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Source Type Code 9025.
- 2.2 **Project Statement:** This effort will provide professional services to the MnDOT Office of Traffic, Safety and Technology for its data processes to analyze intersections and mapping needs.
- 2.3 MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

**3 Consideration and Payment**

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this Agreement will not exceed \$ 366,966.36.

**4. Conditions of Payment**

- 4.1. All services provided by MnGEO 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 MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo must create and enter an invoice in SWIFT.
- 4.4. MnDOT will make payment using the bilateral netting process in SWIFT.

**5 Authorized Representatives**

5.1 MnDOT's Authorized Representative will be:

Name/Title: Ron Bisek, Contract Administrator (or his/her successor)  
Address: Minnesota Department of Transportation  
1500 County Road B2, MS 725  
Roseville, MN 55113  
Telephone: 651-234-7057  
E-Mail: [ron.bisek@state.mn.us](mailto:ron.bisek@state.mn.us)

5.2 MnDOT's Project Manager will be:

Name/Title: Brad Estochen, State Traffic Safety Engineer (or his/her successor)  
Address: Minnesota Department of Transportation  
1500 West County Road B2, MS 725  
Roseville, MN 55113  
Telephone: 651-234-7011  
E-Mail: [bradley.estochem@state.mn.us](mailto:bradley.estochem@state.mn.us)

5.3 MN.IT's Authorized Representative will be:

Name/Title: Dan Ross, Chief Geographic Information Officer (or his/her successor)  
Address: Office of MN.IT Services  
Minnesota Geospatial Information Office  
658 Cedar Street, Suite 300  
St. Paul, MN 55155  
Telephone: 651-201-2460  
E-Mail: [dan.ross@state.mn.us](mailto:dan.ross@state.mn.us)

**6 Amendments**

6.1 Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this Agreement at any time, with or without cause, upon 15 days' written notice to the other party.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**MnDOT ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract (SC) ID No.: 130856

Purchase Order (PO) ID No.: 3000375271

**MN.IT**

\*Please attach the applicable Delegation of Authority, if necessary

By: 

Title: CEO

Date: 8/23/17

**MnDOT**

By: \_\_\_\_\_

(with delegated authority)

Title \_\_\_\_\_

Date: \_\_\_\_\_

**MnDOT CONTRACT MANAGEMENT**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A Scope of Work

### A. MnGeo deliverables, duties and responsibilities:

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for the Traffic Safety Operations' (OTST) primary contact and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The Total Obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties, however hours may be shifted between tasks as necessary after discussion with OTST's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

#### Task 1: Update the LRS Web service to support LRS Map Version

To create and implement a LRS Map Version within the MnDOT LRS Database, update the crash web services and basemap hosted with MnGeo, and update the Crash application database with a map version the following tasks must be completed:

1. Obtain a LRS data set from MnDOT with the map version included
2. Update the Crash web service (GetDPSAttributes) that supplies a map version to the MNCrash Application (along with route, route system, etc.) (MnGeo)

MnGeo will obtain an updated LRS data schema and data from MnDOT that contains the map version, update the basemap and web services, create shape files (for disconnected mapping) and then push out the shape files and update the web services all at the same time, so that everyone is using the same version of the LRS data.

#### Deliverables:

MnGeo will provide the following services:

1. Updated LRS data with map version to the Crash application via web services (*cost covered by an SA with DPS*)
2. Updated data store (*cost covered by and SA with DPS*)
  - a. Load into dev, test, prod
3. Updated Statewide web service background basemap cache service that makes map version information available to MNCrash App and database (*cost in budget below*)
  - a. Publish data from database into the cached web map service
4. Update crash web service (GetDPSAttributes) to ensure LRS map version is available to the Crash application and database (*cost in budget below*)
5. Create shape files with map version for deployment and use in disconnected mode (*cost covered by an SA with DPS*)
  - a. LRS data clipped to county boundary and named accordingly
    - i. LRSE reference post
    - ii. LRSE street name
    - iii. LRSN cartographic length
6. Fully test and verify map and web services (*cost in budget below*)
7. Shape files pushed to DPS site (*cost covered by an SA with DPS*)
8. Clients must be updated at the same time the refreshed map services are brought online

**Task 2: Setup and Hosting of Insights for ArcGIS**

Hosting Insights for ArcGIS includes the following:

1. Management of Users (different levels of users)
2. Setup and maintain environment(s) – Prod/Test/Dev
3. Setup and maintain Insights for ArcGIS
4. Provide assistance with using crash data and Insights

This estimate is made on the assumption that Insights for ArcGIS will be setup and configured in MnDOT's hosting environment. If this assumption is incorrect, infrastructure costs will need to be added to the estimate.

**Deliverables:**

MnGeo will provide the following services:

1. Setup environment for Insights for ArcGIS
2. Set up Insights for ArcGIS user management
3. Manage the Insights for ArcGIS environment and licensing
4. Provide assistance to MN.IT partnering with MnDOT as needed to setup and support Esri Insights

**Task 3: Hosting Instance of Portal for ArcGIS to Support Esri Insights**

Hosting Portal for ArcGIS includes the following:

1. Management of Users (different levels of users)
2. Setup and maintain environment(s)
3. Setup and maintain Portal for ArcGIS

**Deliverables:**

MnGeo will provide the following services:

1. Portal for ArcGIS environment
2. Portal for ArcGIS user management for MnDOT to connect to
3. Managed Portal for ArcGIS environment and licensing

**Task 4: Keep Crash Data Current with the LRS**

Provide support for mapping and analysis requests including:

1. Compare and identify centerline changes between versions of LRS data crashes are located against.
2. Identify and analyze crashes affected by LRS changes
3. Automate LRS change detection
4. Prepare and integrate intersection data with crashes to show initial analysis
5. Convert older crashes to the new LRS measures and document associated processes

Analyze the LRS for 4 possible changes: spatial change (realignment or addition or removal of a road), route name change, mileage change and route system change. Changes will be output in a format such that change can be individually identified. Analyze crashes that are affected by any of the LRS changes. Develop tools and process needed for automated updates as desired by OTST.

**Deliverables:**

MnGeo will provide the following services:

1. Tools, scripts and related documentation that allow for the automation of change detection for crashes and LRS data
2. Geospatial data files identifying crashes for review based on changes described above.

3. Additional tasks to be determined and agreed upon with OTST point of contact

#### **Task 5: Project Specific Mapping Requests**

##### **Deliverables:**

MnGeo will provide the following services, some potential project mapping requests include:

1. Tools, scripts and related documentation that allow for the automation of:
  - a. Grade-Separate Interchange Feature Class
  - b. At-Grade Intersection Feature Class
  - c. Sections Feature Classes
  - d. Crash Feature Class(es)
  - e. Prepare data for integration with Insights
  - f. Create ETL processes as necessary to support ongoing use of data from disparate sources.

#### **Task 6: Project Administration and Project Management**

MnGeo will:

1. General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
2. General project management services including status reports, meetings with clients, detailed requirements gathering, tasks and deliverables definitions and creation, and project communication. Project management was calculated by 20% of the total hours estimated for the project.

#### **Task 7: System Maintenance and Infrastructure**

##### **Infrastructure:**

LRS comparison will be within the MnGeo shared geospatial managed hosting environment. For the purposes of this project, it is assumed that the production and development infrastructure will be available for fiscal year 2018 and 2019. Data and services for OTST will be hosted on their own dedicated infrastructure.

In addition to OTST's resources, MnGeo will provide the following ongoing services:

1. Provide a secure, reliable platform for hosting and deploying OTST's GIS data.
2. Address any reported issues.
3. Answer questions as appropriate
4. As needed and requested by OTST staff, quarterly meetings with OTST staff will be scheduled by MnGeo to discuss issues that have arisen.
5. MnGeo will coordinate with MN.IT Managed Hosting regular OS patching and updates.
6. 4 servers, 2 in production, 2 in development.

##### **System Maintenance:**

System maintenance has been included in the infrastructure costs and will be assessed each month. System maintenance has been determined to be 40 hours per server per year. The infrastructure budget table below includes the system maintenance costs for the dedicated environment.

**Timeline:** Products and services will be provided throughout the duration of the agreement.

**B. MnDOT OTST deliverables, duties and responsibilities:**

Under the terms of this agreement, OTST will:

1. Meet quarterly with MnGeo staff to review data, web site and related topics, as requested by OTST.
2. Provide MnGeo with timely review and comments on data or website, as requested by OTST.
3. Provide specific work orders through MnGeo's Authorized Representative.
4. Acting through OTST's primary contact for this contract, provide MnGeo with timely notification of any problems.

**Exhibit B  
Budget**

<b>Task 1: Update the LRS Web service to support LRS Map Version</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Intermediate	40	\$80.60	\$3,224.00
GIS - Advanced	40	\$95.70	\$3,828.00
<b>Staffing Total:</b>	<b>80</b>		<b>\$7,052.00</b>

<b>Task 2: Setup and Hosting Instance of Insights for ArcGIS</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Intermediate	80	\$80.60	\$6,448.00
GIS - Advanced	80	\$95.70	\$7,656.00
<b>Staffing Total:</b>	<b>160</b>		<b>\$14,104.00</b>

<b>Task 3: Hosting Instance of Portal for ArcGIS to Support Esri Insights</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Intermediate	80	\$80.60	\$6,448.00
GIS - Advanced	40	\$95.70	\$3,828.00
<b>Staffing Total:</b>	<b>120</b>		<b>\$10,276.00</b>

<b>Task 4.1: LRS Changes and Analyze crashes</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Basic	100	\$62.60	\$6,260.00
GIS - Intermediate	380	\$80.60	\$30,628.00
GIS - Advanced	0	\$95.70	\$0.00
<b>Staffing Total:</b>	<b>480</b>		<b>\$36,888.00</b>

<b>Task 4.2: Automate LRS Change Detection</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Basic	240	\$62.60	\$15,024.00
GIS - Intermediate	130	\$80.60	\$10,478.00
GIS - Advanced	6	\$95.70	\$574.20
<b>Staffing Total:</b>	<b>376</b>		<b>\$26,076.20</b>

<b>Task 4.3: Convert Older Crashes to New LRS</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Basic	80	\$62.60	\$5,008.00
GIS - Intermediate	210	\$80.60	\$16,926.00
GIS - Advanced	70	\$95.70	\$6,699.00
<b>Staffing Total:</b>	<b>360</b>		<b>\$28,633.00</b>

<b>Task 5.1: Grade-Separate Interchange Feature Class</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Basic	70	\$62.60	\$4,382.00
GIS - Intermediate	73	\$80.60	\$5,883.80
GIS - Advanced	0	\$95.70	\$0.00
<b>Staffing Total:</b>	<b>143</b>		<b>\$10,265.80</b>

<b>Task 5.2: At-Grade Intersection Feature Class</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Basic	50	\$62.60	\$3,130.00
GIS - Intermediate	60	\$80.60	\$4,836.00
GIS - Advanced	0	\$95.70	\$0.00
<b>Staffing Total:</b>	<b>110</b>		<b>\$7,966.00</b>

<b>Task 5.3: Sections Feature Classes</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Basic	80	\$62.60	\$5,008.00
GIS - Intermediate	120	\$80.60	\$9,672.00
GIS - Advanced	0	\$95.70	\$0.00
<b>Staffing Total:</b>	<b>200</b>		<b>\$14,680.00</b>

<b>Task 5.4: Crash Feature Class(es)</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Basic	100	\$62.60	\$6,260.00
GIS - Intermediate	160	\$80.60	\$12,896.00
GIS - Advanced	0	\$95.70	\$0.00
<b>Staffing Total:</b>	<b>260</b>		<b>\$19,156.00</b>

<b>Task 5.5: Prepare data and ETL</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Basic	120	\$62.60	\$7,512.00
GIS - Intermediate	220	\$80.60	\$17,732.00
GIS - Advanced	40	\$95.70	\$3,828.00
<b>Staffing Total:</b>	<b>380</b>		<b>\$29,072.00</b>

<b>Task 5.6: Aggregate interchanges</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Basic	240	\$62.60	\$15,024.00
GIS - Intermediate	240	\$80.60	\$19,344.00
GIS - Advanced	80	\$95.70	\$7,656.00
<b>Staffing Total:</b>	<b>560</b>		<b>\$42,024.00</b>

<b>Task 6.1: Project Administration and Project Management</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Intermediate	577.97	\$80.60	\$46,584.00
GIS - Advanced	12	\$95.70	\$1,148.40
<b>Staffing Total:</b>	<b>590</b>		<b>\$47,732.40</b>

<b>Task 6.2: Contracted person</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Intermediate	310.17	\$80.60	\$25,000.00
GIS - Advanced	0	\$95.70	\$0.00
<b>Staffing Total:</b>	<b>310</b>		<b>\$25,000.00</b>

<b>Task 7: System Maintenance and Infrastructure</b>	<b>Hours FY18</b>	<b>FY18 Rates</b>	<b>FY18 Charges</b>
GIS - Intermediate	320	\$80.60	\$25,792.00
<b>Staffing Total:</b>	<b>320</b>		<b>\$25,792.00</b>
<b>Non-Staffing</b>	<b>Months</b>	<b>FY18 Rates Per Month</b>	<b>FY18 Charges</b>
<b>FY18 Environment</b>			
Dedicated infrastructure	24	\$927.04	\$22,248.96
<b>Non-Staffing Total:</b>			<b>\$22,248.96</b>
<b>Sub-Total:</b>			<b>\$48,040.96</b>

<i>Summary of Charges</i>	<i>Total Hours</i>		<i>Total Charges</i>
<b>Contract Staffing Total:</b>	<b>4,449</b>		<b>\$344,717.40</b>
<b>Contract Non-Staffing Total:</b>			<b>\$22,248.96</b>
<b>Contract Total:</b>	<b>4,449</b>		<b>\$366,966.36</b>

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055 and 471.59, this is an agreement between Minnesota Management & Budget and the Minnesota Department of Transportation.

**1. Services to be Performed:**

The statewide executive recruiter will provide expertise and guidance to cabinet-level agencies in the filling of higher-level positions within the executive branch.

**Authorized Agents:**

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement. MMB: Dennis Munkwitz, Chief Financial Officer, or his successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, (651) 201-8004. For the Minnesota Department of Transportation: Tracy Hatch, Deputy Commissioner, or her successor, 395 John Ireland Boulevard, 423 DOT, St. Paul, MN 55155.

**2. Consideration and Terms of Payment:**

In consideration for executive recruiting services provided, the Requesting Agency agrees to contribute to this effort as follows:

**TOTAL COST = \$75,920.00**

MMB will issue an invoice for this amount to MnDOT that is payable upon receipt

**3. Term of Agreement:**

This agreement is effective July 1, 2017, and shall remain in effect until June 30, 2018.

**4. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**Approved:**

<p><b>1. State Encumbrance Verification</b></p> <p>Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.</p> <p>By: <i>R. Munkwitz</i></p> <p>Date: <i>7-31-17</i></p> <p>SWIFT Contract ID No.: <i>129534</i></p> <p>SWIFT Purchase Order ID No.: <i>3000376695</i></p>	<p><b>2. Minnesota Management &amp; Budget</b></p> <p>By: <i>[Signature]</i></p> <p>Title: <i>CFO</i></p> <p>Date: <i>8-7-17</i></p>
<p><b>3. Department of Transportation</b></p> <p>By: <i>Wendy Brauer</i></p> <p>Title: <i>Asst. Director, consultant services</i></p> <p>Date: <i>8/1/17</i></p>	<p><b>4. Contract Management</b></p> <p>By: <i>[Signature]</i></p> <p>Title: <i>Assoc. Legal Counsel</i></p> <p>Date: <i>8/1/2017</i></p>



**MAD Project Number: 2018-025**  
**INTERAGENCY AGREEMENT ✓**  
**for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Henriet Hendriks

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year: 2018	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$12,040.00 ✓	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790083	Appr:	Appr:
Dept ID: T7946692	Dept ID:	Dept ID:
Account Code:	Account Code:	Account Code:
Amount: \$12,040.00 ✓	Amount:	Amount:

Source: 0253 Project: T0001020

Processing Information: (Some entries may not apply.)

Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Contract: 129633  
 Number/Date/Entry Initials  
R. Klans  
8-2-17

Order: 3000371229  
 Number/Date/Signatures  
*[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Authorized Representatives:**

The following persons will be the primary authorized representatives for all matters concerning this agreement. Management Analysis and Development: Henriet Hendriks Requesting Agency: Renee Raduenz

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 86 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$12,040.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

**5. Effective Dates:**

This agreement is effective August 1, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until October 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized agent for the purposes of this agreement is Eric Davis. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

<p><b>1. Requesting Agency</b></p> <p>By: <i>Muissa Braune</i>          Title: <i>Asst. Director, Consultant Services</i>          Date: <i>8/2/17</i></p>	<p><b>2. Management Analysis and Development</b></p> <p>By: <i>Beth Gibor</i>          Title: <i>Acting Director</i>          Date: <i>7/21/17</i></p>
<p><b>3. MnDOT Contract Management</b></p> <p>By: <i>Angela Joseph</i>          Title: <i>Contract Administrator</i>          Date: <i>8/2/17</i></p>	



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# Proposal

Minnesota Department of Transportation—Minnesota's  
Transportation System Public Opinion Survey  
July 20, 2017

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**Proposal prepared by:**

Henriët Hendriks

651-259-3817

henriet.hendriks@state.mn.us

## Background

Minnesota Department of Transportation (MnDOT) administers an annual omnibus survey that asks a representative sample of Minnesotans about their views on Minnesota's transportation system. This year, MnDOT has opted for a smaller survey, with some existing and some newly developed survey questions, to be distributed to a Gov.Delivery list of people who have signed up to provide feedback to MnDOT on transportation-related issues. This list currently includes over 500 people.

MnDOT has asked Management Analysis and Development (MAD) to analyze and report results for the survey. MnDOT would design and administer the survey.

## Products

MAD would prepare a report in the form of a PowerPoint presentation that analyzes and summarizes the results of the survey, including an executive summary that could be posted online. The presentation would include basic descriptive analysis of the responses for each question, as well as crosstabs with demographic data when patterns emerge. MAD would also summarize and present the responses to open-ended questions according to emerging themes.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be August 1, 2017 (or when the interagency agreement is signed) through October 31, 2017. If the interagency agreement is not signed by July 21, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Analyze survey data and prepare a PowerPoint presentation: <ul style="list-style-type: none"> <li>• Clean survey data and handle partial responses</li> <li>• Analyze quantitative data and develop charts and tables to present data in a useful format (using MnDOT's template for its omnibus survey)</li> <li>• Organize and summarize responses to open-ended questions by themes</li> <li>• Prepare a draft report in PowerPoint</li> <li>• Revise report based on client feedback</li> </ul>	73
Subtotal	73
Project management, including client communication (18%)	13
<b>Total hours</b>	<b>86</b>
<b>Total costs: (86 hours times \$140)</b>	<b>\$12,040.00</b>

The activities and estimates above are based on several assumptions:

- MnDOT will design and field the survey and monitor responses.
- The survey consists of 42 questions, including a set of demographic questions, one main open-ended question, and a few additional open-ended questions for subsets of respondents.
- MnDOT will send the survey to approximately 500 people.
- MnDOT is aiming for a response rate of 65-70%. This would mean the dataset for MAD to analyze would include around 350 respondents.
- MnDOT will provide MAD with the raw survey data once the survey is closed (target date is August 1).

## Documentation

Management Analysis and Development would provide the draft copy and the final document in PowerPoint and Adobe Acrobat (PDF) formats.

## Clients and Consultants

The primary client contact would be Renee Raduenz, Market Research Manager. The MAD project lead would be Henriët Hendriks; other MAD consultants might also provide services to the client.

## Client Responsibilities

The client would be responsible for providing the raw survey data to MAD after the survey closes on August 1.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

	Grant Agreement	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55105-5150	<b>Grant Program:</b> 2018 National Highway Safety Administration (NHTSA): Toward Zero Deaths (TZD) Conference <b>Project No.:</b> 18-06-07 <b>Grant Agreement No.:</b> A-CONFR18-2018-MNDOT-002				
<b>Grantee:</b> Minnesota Department of Transportation 395 John Ireland Blvd St Paul, MN 55155	<b>Grant Agreement Term:</b> <b>Effective Date:</b> October 1, 2017 <b>Expiration Date:</b> September 30, 2018				
<b>Grantee's Authorized Representative:</b> Ronald Bisek, Contract Administrator Department of Transportation 1500 W. County Road B2, MS 725 Roseville, MN 55113 (651) 234-7057 <a href="mailto:Ron.bisek@state.mn.us">Ron.bisek@state.mn.us</a>	<b>Grant Agreement Amount:</b> <table style="width: 100%; border: none;"> <tr> <td style="padding-right: 20px;">Original Agreement</td> <td style="text-align: right;">\$262,400.00</td> </tr> <tr> <td>Matching Requirement</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table>	Original Agreement	\$262,400.00	Matching Requirement	\$ 0.00
Original Agreement	\$262,400.00				
Matching Requirement	\$ 0.00				
<b>State's Authorized Representative:</b> Terri Pieper, Grant Coordinator 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150 Phone: (651) 201-7073 Email: <a href="mailto:Terri.Pieper@state.mn.us">Terri.Pieper@state.mn.us</a>	<b>Federal Funding:</b> CFDA 20.600 <b>FAIN:</b> 18X9204020MN17 <b>State Funding:</b> None <b>Special Conditions:</b> None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2018 NHTSA: Toward Zero Deaths (TZD) Conference ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, St. Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2018 NHTSA: Toward Zero Deaths (TZD) Conference Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Gale Kotde  
Date: 8/24/17

**3. STATE AGENCY (DPS)**

By: Nama Burgu  
(with delegated authority)  
Title: Asst  
Date: 8/22/2017

Grant Agreement No. A-CONFR18-2018-MNDOT-002  
PO No. 3-49272

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: [Signature]  
Title: Director, Office of Traffic Safety Technology  
Date: 8-10-17

Mn/DOT Contract Management  
By: [Signature]  
Title: Asst Chief Counsel  
Date: 8-17-2017

Distribution: DPS/TAS  
Grantee  
State's Authorized Representative

2018 NHTSA Funding RFP - TZD Conference

MnDOT Contract No. 1029185 EXHIBIT A  
 A-CONFR18-2018-MNDOT-002

Organization: Transportation, Department of (MNDOT)

Budget Summary

Budget		
Budget Category	State Reimbursement	Local Match
Contract Services		
Hire contractor to coordinate, plan and deliver 2017 TZD conference; prepare for 2018 conf.	\$262,400.00	\$0.00
Total	\$262,400.00	\$0.00
Total	\$262,400.00	\$0.00

# ORIGINAL

MnDOT Contract No. 1029216

	<b>Grant Agreement</b>	Page 1 of 2
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<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55105-5150	<b>Grant Program: 2018 National Highway Safety Administration (NHTSA): Toward Zero Deaths (TZD) Regional Coordination</b> <b>Project No.: 18-06-08</b> <b>Grant Agreement No.: A-COORD18-2018-MNDOT-002</b>				
<b>Grantee:</b> Minnesota Department of Transportation 395 John Ireland Blvd St Paul, MN 55155	<b>Grant Agreement Term:</b> <b>Effective Date: October 1, 2017</b> <b>Expiration Date: September 30, 2018</b>				
<b>Grantee's Authorized Representative:</b> Jay Hietpas Office of Traffic, Safety, and Technology 1500 West County Road B2 Roseville, MN 55113 651-234-7004 Jay.Hietpas@state.mn.us	<b>Grant Agreement Amount:</b> <table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Original Agreement</td> <td style="text-align: right; padding: 2px;">\$154,000 .00</td> </tr> <tr> <td style="padding: 2px;">Matching Requirement</td> <td style="text-align: right; padding: 2px;">\$ 0.00</td> </tr> </table>	Original Agreement	\$154,000 .00	Matching Requirement	\$ 0.00
Original Agreement	\$154,000 .00				
Matching Requirement	\$ 0.00				
<b>State's Authorized Representative:</b> Donna Berger Suite 150, 445 Minnesota Street Saint Paul, MN 55101-5150 651-201-7061 Donna.Berger@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X9204020MN17 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2018 NHTSA: TZD Regional Coordination ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, St. Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2018 NHTSA: TZD Regional Coordination Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Gina Kotak  
Date: 8/24/17

**3. STATE AGENCY (DPS)**

By: Nanna Dugan  
(with delegated authority)  
Title: Director, OTS  
Date: 8/23/2017

Grant Agreement No. A-COORD18-2018-MNDOT-002  
PO No. 3-49419

**2. GRANTEE (MnDOT)**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: [Signature]  
Title: Director, Office of Traffic, Safety & Technology  
Date: 8-15-17

By: [Signature]  
Title: Contract Administrator  
Date: 8/18/17

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

Office of Financial Management  
Agency Grant Supervisory  
[Signature]  
8/17/17

Organization: Transportation, Department of (MNDOT)

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Salaries & Fringe			
\$150,000.00 per year toward salaries of 5 Regional TZD Coordinator positions.	\$150,000.00	\$0.00	
<b>Total</b>	<b>\$150,000.00</b>	<b>\$0.00</b>	
Out of State Travel to Conferences			
\$4,000.00 for Out of State Conference travel	\$4,000.00	\$0.00	
<b>Total</b>	<b>\$4,000.00</b>	<b>\$0.00</b>	
<b>Total</b>	<b>\$154,000.00</b>	<b>\$0.00</b>	

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Employment & Economic Development ("DEED") and Transportation ("DOT").

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* October 14, 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:* October 15, 2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

State of Minnesota Cabinet Level Agencies are hosting a State Career Fair on October 14, 2017 from 10 – 3 p.m. DEED will act as the Executive Sponsor, Fiscal Agent, and dedicate staff resources to the planning of the State Career Fair. DOT will participate in the State Career Fair, this includes contributing monetarily to the cost of the State Career Fair and providing staff at their respective agency booth and where possible, other staff to assist on the day of the event.

For DOT's participation fee, the agency will receive the following:

- A table for DOT's agency at the career fair
- Save-the-date templates to send to your listservs
- The ability to hold onsite interviews (if applicable)
- Continental Breakfast and lunch for DOT's agency representatives on the day at the event
- The ability to meet people, promote DOT's agency, and build your own contact list for recruiting

**3 Consideration and Payment**

The cost of DOT's participation in the State Career Fair is \$2500.

The total obligation of DOT for all compensation and reimbursements to DEED under this agreement will not exceed \$2500.

**4 Conditions of Payment**

All services provided by DEED under this agreement must be performed to DOT's satisfaction, as determined at the sole discretion of DOT's Authorized Representative.

**5 Authorized Representative**

DEED's Authorized Representative is Blake Chaffee, Deputy Commissioner, 1<sup>st</sup> National Bank Building, 332 Minnesota Street, St. Paul, MN 55101, 651-259-7161, or his successor.

Department of Transportation Authorized Representative is Tracy Hatch, 395 John Ireland Blvd. St. Paul, MN. 55155, 651-366-4800

**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. DEED will take the lead on purchasing a liability rider for the day of the event.

**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: Jana Skala

Date: 9/26/17

**3. Department of Employment & Economic Development**

By: [Signature]  
(With delegated authority)

Title: Deputy Commissioner

Date: 10/2/17

**2. Department of Transportation**

By: [Signature]  
(With delegated authority)

Title: Asst. Commissioner

Date: 9-28-17

**MnDOT Contract Management**

By: [Signature]  
(Form and Execution)

Title: Deputy Chief Counsel

Date: 9-28-2017





INTERAGENCY AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF AGRICULTURE  
FOR  
REAL COLORS TRAINING

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("MnDOT") and Minnesota Department of Agriculture ("Cooperating Agency") located at: 625 Robert St N, St Paul, MN 55155.  
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 November 30, 2017, unless terminated earlier pursuant to Article 11.

2. Scope of Work and Responsibilities of Each Party.

2.1 *MnDOT Responsibilities.*

- 2.1.1 MnDOT will develop and deliver the Real Colors training to up to 10 of the Cooperating Agency's staff.
- 2.1.2 The training will be held on October 17, 2017. The Authorized Representatives may, by mutual agreement, adjust any interim completion dates for unforeseen circumstances, but such adjusted dates may not extend past the agreement expiration date shown above.
- 2.1.3 MnDOT will provide all materials for the training.

2.2 *Cooperating Agency Responsibilities.*

- 2.2.1 The Cooperating Agency will provide the training room facilities. It is anticipated the training will be held at the Sun Room at Maplewood Nature Center.
- 2.2.2 The Cooperating Agency will provide the funding as provided in article 3.1.
- 2.2.3 The Cooperating Agency will have up to 10 employees participate in the training as appropriate.

3. Consideration and Payment

- 3.1 The Cooperating Agency will provide funding in the amount of \$429.00. MnDOT will invoice the Cooperating Agency immediately after the training is delivered. The Cooperating Agency will promptly pay the invoice.
- 3.2 Compensation is as follows:

Salary (4 hours @ 75 per hour)	\$300.00
Supplies (10 books @ \$11 ea, copies \$5, flip chart \$5)	\$120.00
Mileage 16 miles @ 0.535	\$9.00

- 3.3 The total obligation of Cooperating Agency for all compensation and reimbursements to MnDOT under this Agreement will not exceed \$429,000.
- 4. **Conditions of Payment**
  - 4.1 All services provided by MnDOT under this Agreement must be performed to the reasonable satisfaction of all parties involved.
  - 4.2 MnDOT will create and enter an invoice in SWIFT.
  - 4.3 The Cooperating Agency will make payment using the bilateral netting process in SWIFT.
- 5. **Authorized Representatives**
  - 5.1 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.
  - 5.2 *MnDOT's Authorized Representative is*
    - Name: Dan DuHamel (or successor)
    - Title: Assistant Chief Operating Officer
    - Address: 395 John Ireland Boulevard, Mail Stop 120
    - City/State/Zip: Saint Paul, MN 55155-1901
    - Telephone: 651-366-3190
    - Email: daniel.j.duhamel@state.mn.us
  - 5.3 *Cooperating Agency's Authorized Representative is:*
    - Name: Mandy Papenguth
    - Title: MDA Human Resource Director
    - Address: 625 Robert Street North
    - City/State/Zip: Saint Paul, MN 55155-2538
    - Telephone: 651-201-6361
    - Email: mandy.papenguth@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 omissions and the results thereof, to the extent permitted by law.
- 8. **Termination:** Either party may terminate this Agreement at any time, with or without cause, upon 15 days' written notice to the other party

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

MnDOT Contract # ~~1028649~~ 1029551

MINNESOTA DEPARTMENT OF AGRICULTURE

The Cooperating Agency certifies that the appropriate person(s) have executed the contract on behalf of the Cooperating Agency as required by applicable articles, bylaws, resolutions or ordinances.

COMMISSIONER OF TRANSPORTATION

By: [Signature]  
Title: Deputy Commissioner  
Date: 9/15/17

By: [Signature]  
Title: Assistant Commissioner or Assistant Division Director  
Date: 9-29-17

STATE ENCUMBRANCE VERIFICATION  
The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

MnDOT Contract Management  
COMMISSIONER OF ADMINISTRATION

By: [Signature]  
Date: 9-18-17  
SWIFT Contract #: 132078

By: [Signature]  
Date: 9/29/2017

SWIFT Purchase Order #: 30000 25494

# STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

108  
ORG: ~~B0436951~~

SWIFT CONTRACT NO: 132078

TYPE: TAK

PO NUMBER: 25494

MDA PREPARER/CONTACT & PHONE NUMBER (INITIAL BY NAME):

Diane Windham, 651-201-6645

AGENCY: Agriculture	FISCAL YEAR: 18	SWIFT VENDOR NUMBER: 779000000
TOTAL AMOUNT: \$429.00	CATEGORY CODE: 8010120	SWIFT VENDOR LOCATION: 001
	ACCOUNT CODE: 411931	SWIFT VENDOR ADDRESS: 01
LAWS OF:		

ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION	ACCOUNTING DISTRIBUTION
FISCAL YEAR: 18	FISCAL YEAR:	FISCAL YEAR:
FUND: 1000	FUND:	FUND:
DEPT ID: B0436951	DEPT ID:	DEPT ID:
APPROP ID: B049G08	APPROP ID:	APPROP ID:
PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:
PROJECT ID:	PROJECT ID:	PROJECT ID:
ACTIVITY:	ACTIVITY:	ACTIVITY:
SOURCE:	SOURCE:	SOURCE:
AMOUNT: \$429.00	AMOUNT:	AMOUNT:

NEEDED FOR FEDERAL GRANTS

CONTRACT START DATE 10/17/17

CONTRACT END DATE 10/17/17

CONTRACT NAME & ADDRESS Dan  
Josh DuHamel, Assistant  
Chief Operating Officer  
MN Dept of Transportation  
395 John Ireland Blvd  
Mail Stop 120  
St. Paul, MN 55155-1901

F&B ONLY BELOW THIS LINE

CHECKLIST: BUDGET CHECKED	FAIL: _____ PASS: 9-18-17	P/T OVER \$25,000 EVALUATION PRINTED FOR FILE
OK TO DISPATCH	NO: <u>X</u> YES: _____	DATE: _____ INITIAL: _____

NOTES:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

OK TO CLOSE: DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_ DATE: \_\_\_\_\_ INITIAL: \_\_\_\_\_



STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF TRANSPORTATION (agency).

**Services**

The DEPARTMENT OF TRANSPORTATION agrees to pay for 35% of salary and fringe benefits for work associated with the Freight Rail Council and other Rail related-projects, as performed by Tenzin Dolkar, Senior Policy Advisor and Rail Director. The DEPARTMENT OF TRANSPORTATION also agrees to pay for all non-salary related costs for the Rail Director position and work associated with the Freight Rail Council, such as travel, conference fees and expenses. The total obligation of the DEPARTMENT OF TRANSPORTATION under this Agreement will not exceed \$200,000, unless amended by the parties.

**Term of Agreement**

*Effective date:* October 1, 2017

*Expiration date:* January 7, 2019

**Consideration and Payment**

The OFFICE OF THE GOVERNOR will pay 65% of the current salary (\$73,000) and fringe benefits, as well as all expenses not associated with the Rail Director position. The DEPARTMENT OF TRANSPORTATION will provide the funding string for the other 35% of salary and fringe, and all non-salary related costs.

**Conditions of Payment**

All services provided by the Office of the Governor under this agreement must be performed to the satisfaction of the agency's Commissioner.

**Authorized Representative**

The Office of the Governor's Authorized Representative is Amanda Simpson, Director of Operations. The agency's Authorized Representative is the Commissioner.

**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.

**Liability**

Each party will be responsible for its own acts and behavior and the results thereof.

**Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

**AUTHORIZED SIGNATURES**

**Agency Signature**

By: *Jana Whelan*  
Title: *Deputy Commissioner*  
Date: *September 29, 2017*

**Office of the Governor Signature**

By: *Amel*  
Title: *Dir. of Operations*  
Date: *9/29/17*

**Minnesota Department of Transportation Contract Management Signature**

By: *Ryan Gauthier*  
Title: *Contract Management Supv.*  
Date: *9/29/2017*

**State Encumbrance Verification:** The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: *Jana Skala*  
Title: *Buyer*  
Date: *9/29/17*  
*PO # 3000380491*

MNDOT  
PO 3-382381

MMB IA. C# 133370

MnDOT Contract #:

( 1029581 / PO 3-382381 )

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Management and Budget ("MMB") and the Minnesota Department of Transportation ("MnDOT").

Agreement

**1 Term of Agreement**

1.1 *Effective date:* October 4, 2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 *Expiration date:* June 30, 2018 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

MMB will purchase 2,800 (two-thousand eight hundred), no more than 3000 (three thousand) Military Challenge Coins from State Contract Vendor Specialty Promotions under contract number 77746. Coin type: Antique Brass finish. Coin, side 1, will be imprinted with the State of Minnesota Seal with a blue background. Side 2 will be imprinted with the five military seals in color and the "mn" logo in the center with a blue background. Each coin will be delivered inside a vinyl slip case for presentation to State of Minnesota employee veterans and military personnel.

**3 Consideration and Payment**

MMB will invoice a lump sum for the Military Challenge Coins and vinyl slip case.

The total obligation of MnDOT for all compensation and reimbursements to MMB under this agreement will not exceed \$ 3,150.00.

**4 Conditions of Payment**

All services provided by MMB under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Authorized Representative.

**5 Authorized Representative**

MMB's Authorized Representative is Edwin Hudson, Assistant Commissioner, 658 Cedar St, St. Paul, MN 55155, 651-201-8061 or his/her successor.

MnDOT's Authorized Representative is Eric Davis, MnDOT Chief of Staff, 395 John Ireland Blvd, St. Paul, MN 55155, 651-366-3402 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: Anna Skala

Date: 10/12/17

SWIFT Contract No. 133370

SWIFT PO Number: 3000382381

**2. Minnesota Dept of Transportation**

By: [Signature]  
(With/delegated authority)

Title: CHIEF OF STAFF

Date: 12 OCT 2017

**3. Minnesota Dept of Transportation, Contract Management**

By: [Signature]  
(as to form and execution.)

Title: Deputy Chief Counsel

Date: OCT 12, 2017

**4. Minnesota Management & Budget**

By: [Signature]  
(with delegated authority)

Title: CFO

Date: 10-12-17

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

**Agreement**

**1 Term of Agreement**

- 1.1 *Effective date:* 11/13/2017 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is **Seema Desai** or her/his successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is **Carolyn J. Trevis**, or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**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.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: R. Hlang

Date: 11-17-17

Swift Contract No. 134904

PO No. 3000387742

**2. MINNESOTA MANAGEMENT & BUDGET**

By: [Signature]  
(With delegated authority)

Title: CEO

Date: 11/20/17

**3. Minnesota Department of Transportation (Agency)**

By: [Signature]  
(with delegated authority)

Title: Director

Date: November 13, 2017

**4. MNDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 11/20/2017



## MAD Project Number: 2018-080 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of TransportationMAD Contact: Stacy Sjogren

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year: 2018	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$18,200.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount: \$18,200.00	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790083	Appr:	Appr:
Org/Sub: T7936200	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$18,200.00	Amount:	Amount:

Project No. T06001 Source: 0152

Processing Information: (Some entries may not apply.) Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Contract: 135434  
Number/Date/Entry InitialsOrder: 3000390035  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Stacy Sjogren Requesting Agency: Lynn Clarkowski

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 130 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division.  
The total amount the Division will invoice under this agreement shall not exceed \$18,200.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

**5. Effective Dates:**

This agreement is effective December 4, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Lynn Clarkowski. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

<b>1. Requesting Agency</b>	<b>2. Management Analysis and Development</b>
By: Title: Asst. Director, Consultant Services Date: 12/05/17	By: <i>[Signature]</i> Title: <i>Acting Director</i> Date: <i>11/29/17</i>

3. MnDOT Office of Contract Management



**MANAGEMENT  
AND BUDGET**

MANAGEMENT ANALYSIS  
AND DEVELOPMENT

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# Proposal

Minnesota Department of Transportation Office of Environmental  
Stewardship Cultural Resources Unit—  
Review and Assessment  
November 29, 2017

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**Proposal prepared by:**

Stacy Sjogren  
651 201-8068  
stacy.sjogren@state.mn.us

Kristina Krull  
651 259-3813  
Kristina.krull@state.mn.us

## **Acting Division Director**

Beth Bibus

### **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

### **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

### **Alternative Formats**

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

# Background

The purpose of the Cultural Resources Unit (CRU), located within the Office of Environmental Stewardship at the Minnesota Department of Transportation’s Office of Environmental Stewardship houses the Cultural Resources Unit (CRU). CRU evaluates highway and transit projects to minimize or mitigate impact to historic properties, coordinating their efforts with other state and federal agencies. Unit staff also provide technical assistance and training to other MnDOT staff and to external partners.

In response to some recent events, CRU would like to review and strengthen its internal quality assurance processes. Leaders would also like to examine workload and work flow, especially given increased demands on the unit supervisor.

# Products

MAD would work with the unit supervisor to design, execute, and document a series of quality assurance process mapping sessions and input sessions that explore team solutions to improve work flow and quality standards. MAD would also compile summary recommendations and a quality control improvements action plan.

# Activities, Timeline, and Project Costs

The overall timeline for the project would be December 4, 2017 (or when the interagency agreement is signed) through June 30, 2018. If the interagency agreement is not signed by December 4, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
<p><b>Quality Control System Review</b></p> <p>Plan, facilitate, and document results for two 4-hour work sessions with unit subgroups to:</p> <ul style="list-style-type: none"> <li>• Map current transit and highway processes related to the unit.</li> <li>• Identify current formal and informal quality processes.</li> <li>• Identify existing process issues and root causes.</li> </ul> <p>Plan, facilitate and document one unit-wide, 2-hour work session to review compiled findings and reach broad agreements on quality control process gap recommended changes.</p> <p>Plan, facilitate and document results for two 4-hour subgroup works sessions to:</p> <ul style="list-style-type: none"> <li>• Identify specific process changes based on mapping and broad agreements.</li> <li>• Generate recommended action plan.</li> </ul>	<p style="text-align: center;">75</p>

Activities	Hours
<b>Unit Review and Assessment Recommendations</b> Plan, facilitate, and document results for up to five 90-minute sessions to: <ul style="list-style-type: none"> <li>Gather information about current workload and workflow issues and improvement ideas from unit staff subgroups and unit supervisor.</li> <li>Review collected information and discuss with unit supervisor and office management.</li> </ul>	25
<b>Summary Recommendations</b> Analyze results of the quality control review process and work organization review to develop a brief summary outlining various restructuring and workflow improvement options.	10
<b>Subtotal</b>	110
Project management, including client communication (18%)	20
<b>Total hours</b>	<b>130</b>
<b>Total costs: (130 hours times \$140)</b>	<b>\$18,200</b>

## Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

## Clients and Consultants

The primary client contact would be Kristen Zschomler, CRU Unit Supervisor. The MAD project lead would be Stacy Sjogren. Kristina Krull and other MAD consultants will assist with this project.

## Client Responsibilities

The client would be responsible for:

- Identifying and contacting staff to participate in meetings; communicating expectations and ensuring that staff are allowed to take time away from their daily work to participate.
- Scheduling rooms, inviting participants, and arranging for other meeting logistics.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Management and Budget (MMB), Enterprise Talent Development (ETD) division, 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, and Minnesota Department of Transportation (MNDOT), 395 John Ireland Blvd., Saint Paul, MN 55155.

**Agreement**

**1 Term of Agreement**

1.1 *Effective date:* Upon execution, the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2.

1.2 *Expiration date:* June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

MMB's Enterprise Talent Development (ETD) division will subcontract with CommonSense Consulting at Work, LLC, to provide services to the Minnesota Department of Transportation's (MNDOT) Office of Civil Rights. Objectives for this project include, but may not be limited to: learn how the Director's team communicate about the impact their actions and behaviors have on the team's productivity; determine factors that support or negatively impact team engagement performance and success; identify the development opportunities and action items that can be incorporated into each participants work plans; provide a written assessment of each individual; and create a prioritized action plan that will address and resolve the identified concerns.

This project is comprised of three phases: Phase I is to consist of executive coaching support; Phase II is to consist of organizational assessment; and Phase III is to consist of action planning and implementation. Services to be provided include, but may not be limited to:

**Phase I – Executive Coaching Support**

- Conduct up to ten (10) one-(1) hour face-to-face interviews. Interviewee's may include, but may not be limited to: the Director, direct reports, the Project Director, and up to six (6) stakeholders.
- Facilitate one-on-one coaching sessions every two (2) weeks with the Director, direct reports, and the Project Director. Each will receive six (6) one (1) -hour coaching sessions held every two (2) weeks over a three (3) month period.
- Analyze coaching and interview data and develop an action plan to increase communications and collaboration within the leadership team.
- Prepare and facilitate up to two (2) two (2) -hour meetings with leaders to increase collaborative communications and teamwork.
- Administer up to six (6) Dominance/Influence/Steadiness/Conscientiousness (DISC) assessments, and provide reports/action plan via a one-on-one meeting for each participant.

**Phase II Process – Organizational Assessment**

- Collaborate with up to four (4) leaders via phone and e-mail to develop staff communications about organizational assessment process to include survey and interviews.
- Draft and present the survey and interview questions to leaders for review and approval.
- Conduct up to thirty-four (34) face-to-face one (1) -hour interviews to include staff and stakeholders.
- Analyze survey and interview data to develop a report to identify gaps in the staff's competencies, roles, continuity planning, and job structure that may prohibit the staff's ability to achieve its goals. An expected outcome is a written document that outlines the staff's competencies, behaviors, and level of engagement; it will also highlight any barriers to success.
- Facilitate a three (3) -hour meeting with leaders to present findings of survey and staff interviews.
- Facilitate a three (3) -hour meeting with leaders to co-create an action plan designed to drive engagement, performance, and retention.

**Phase III Process – Action Planning and Implementation**

- Facilitate one-on-one coaching sessions every two (2) weeks with the Director, direct reports, and the Project Director. Each will receive four (4) one (1) -hour coaching sessions held every two (2) weeks over a two (2) month period. These sessions occur after the organizational assessment findings are presented to the leaders during phase II.
- Facilitate up to six (6) two (2) -hour meetings with the leaders to review the project plan and its status and complete team development, includes a half-hour of time for meeting prep.
- Design and facilitate one (1) three-and-a-half- (3.5) hour staff training session. Topics to be determined after the survey and interview data have been analyzed.

**3 Consideration and Payment**

MMB will invoice no more than monthly for services and materials actually provided as per the breakdown of costs listed below. Invoice(s) will be sent directly from SWIFT to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us). MNDOT is to pay within 30 days of receipt of each invoice.

Description of Services	Cost	Quantity	Subtotal (not to exceed)
<b>Phase I</b>			
Conduct one (1) -hour face-to-face interviews	\$236.00*/interview	Up to ten (10) interviews	\$2,360.00*
Facilitate one (1) -hour one-on-one coaching sessions every two (2) weeks over a three (3) month period	\$1,180.00*/session	Up to twenty-four (24) sessions	\$28,320.00*
Analyze coaching and interview data and develop an action plan	\$3,540.00* (flat fee)	N/A	\$3,540.00*
Prepare and facilitate two (2)-hour meetings with leaders	\$2,065.00*/session	Up to two (2) sessions	\$4,130.00*
Administer DISC assessments, and provide reports/action plan via a one-on-one meeting for each participant	\$472.00*/participant	Up to six (6) participants	\$2,832.00*
<b>Phase II</b>			
Collaborate with up to four (4) leaders via phone and e-mail to develop staff communications	\$2,006.00* (flat fee)	N/A	\$2,006.00*
Draft and present the survey and interview questions to leaders	\$2,006.00* (flat fee)	N/A	\$2,006.00*
Conduct face-to-face one (1) -hour interviews	\$177.00*/interview	Up to thirty-four (34) interviews	\$6,018.00*
Analyze survey and interview data to develop a report to identify gaps. An expected outcome is a written document that outlines the staff's competencies, behaviors, and level of engagement.	\$4,720.00* (flat fee)	N/A	\$4,720.00*
Facilitate a three (3)-hour meeting with leaders to present findings of survey and staff interviews	\$2,360.00* (flat fee)	N/A	\$2,360.00*

Description of Services	Cost	Quantity	Subtotal (not to exceed)
Facilitate a three (3)-hour meeting with leaders to co-create an action plan designed to drive engagement, performance, and retention	\$2,360.00* (flat fee)	N/A	\$2,360.00*
<b>Phase III</b>			
Facilitate one (1) -hour one-on-one coaching sessions every two (2) weeks over a two (2)-month period (four sessions per person)	\$9,440.00*/month	Up to two (2) months	\$18,880.00*
Facilitate two (2)-hour meetings with the leaders to review the project plan and its status and complete team development [includes a half (1/2) hour of time for meeting prep]	\$2,065.00*/session	Up to six (6) sessions	\$12,390.00*
Design and facilitate one three and a half (3.5)-hour staff training session	\$4,130.00* (flat fee)	N/A	\$4,130.00*
*Includes ETD Admin Fee (18%)			
<b>TOTAL (not to exceed)</b>			<b>\$96,052.00*</b>

The payment is to be made to MMB using the applicable vendor number accounting information: **G100000000**  
Location: 001

The total obligation of MNDOT for all compensation and reimbursements to MMB under this agreement will not exceed ninety-six thousand fifty-two dollars and zero cents (\$96,052.00).

#### 4 Conditions of Payment

All services provided by MMB under this agreement must be performed to MNDOT's satisfaction, as determined at the sole discretion of MNDOT's Authorized Representative.

#### 5 Authorized Representative

MMB's Authorized Representative is Sheila Moore, Learning and Development Manager, 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, (651) 259-3632, [sheila.moore@state.mn.us](mailto:sheila.moore@state.mn.us) or her successor.

MNDOT's Authorized Representative Kim Collins, Director of MNDOT's Office of Civil Rights, 395 John Ireland Blvd., Saint Paul, MN 55155, (651) 366-3150, [kim.collins@state.mn.us](mailto:kim.collins@state.mn.us) or her successor.

#### 6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

#### 7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

#### 8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation, MMB shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

**9 Intellectual Property Rights**

The parties agree that Intellectual Property Rights under this Agreement shall be governed by clause 10.2 in the Professional and Technical Services Master Contract executed by MMB and CommonSense Consulting at Work, LLC.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Racheal Glancy  
(Please sign name here)

Racheal Glancy  
(Please print name here)

Date: 11-30-17

SWIFT Contract No. 135269

PO No. 3000389239

**2. MN DEPARTMENT OF TRANSPORTATION**

**MN DEPARTMENT OF TRANSPORTATION CONTRACT MANAGEMENT**

By: Melissa Brand  
(With delegated authority - Please sign name here)

Melissa Brand  
(Please print name here)

Title: Asst. Director, Consultant services

Date: 11/30/17

By: James Cowrie

James Cowrie  
(Please print name here)

Title: Deputy Chief Counsel

Date: Nov 30, 2017

**3. MN MANAGEMENT & BUDGET**

By: Dennis Munkwitz  
(With delegated authority - Please sign name here)

Dennis Munkwitz  
(Please print name here)

Title: CKO

Date: 12-12-17

**REQUEST FOR SERVICES**

Minnesota State Patrol

Job #

Event #

This request for services, which shall be interpreted pursuant to the laws of the State of Minnesota, between the MN Dept. of Public Safety/MN State Patrol (hereinafter "State") and the Minnesota Dept. of Transportation, address 395 John Ireland Blvd., St. Paul, MN 55113, (hereinafter "Purchaser").

SERVICE REQUESTED: The Purchaser requests services as described below be performed by off duty MN State Trooper(s) pursuant to Minnesota Statutes 299D.03.

Enhanced enforcement/patrol visibility at the road construction project located at Interstate 694 at 15<sup>th</sup> St. N. in Oakdale, MN. Trooper(s) are to be on site according to the following schedule:

Date/Time: December 3, 2017 at 1330 hours through December 8, 2017 at 1800 hours.

Duration of Shifts: Twelve hour shifts.

Number of Troopers per shift: Two.

OTHER PROVISIONS: Contact Person: Bill Augello; Phone: (651) 775-0321.

Permit No. \_\_\_\_\_

CONSIDERATION AND TERMS OF PAYMENT Consideration for services provided will be based upon the rates per hours (shift time plus 30 minutes travel time each way to and from the site) per trooper as shown in Exhibit A, which is attached and incorporated into this Request for Services. This charge includes a State Trooper in uniform and a marked State Patrol unit. Purchaser's total obligation for services under this Request for Services will not exceed \$18,222.64.

Purchaser will be invoiced for services provided. Invoice is due and payable in full within thirty (30) days of invoice date.

This Request for Services may be canceled by an acknowledged notification to the other party up to twenty-four (24) hours prior to the scheduled start of the requested service.

EFFECTIVE DATE This Request for Services shall be effective on the date that this form is signed and approved by both parties. Purchaser is obligated to pay for services rendered prior to the effective date.

LIABILITY Each party will be responsible for its own acts and behavior and the results thereof. Each party's liability will be governed by the Minnesota Tort Claims Act, Minnesota Statute 3.736.

STATE AUDIT The books, records, documents, and accounting procedures and practices of the Purchaser or State relevant to this Request for Services shall be subject to examination by the State, the Purchaser and/or the State Auditor, Purchaser Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end date of the Request for Services.

STATE AUTHORIZED AGENT The State's authorized agent for the purposes of administration of this Request for Services is the State Patrol District Captain.

AMENDMENTS Any amendments to this Request for Services shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.

GOVERNING LAW, JURISDICTION, AND VENUE Minnesota law, without regard to its choice-of-law provisions, governs this Request for Services. Venue for all legal proceedings out of this Request for Services, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

APPROVED:

PURCHASER: By [Signature]  
(Purchaser's Authorized Signature)

Title Director Date 12/8/17

MnDOT Contract Management: By [Signature]

Title Contract Mgmt Supr Date 12/8/2017

Encumbrance Verification: By [Signature]

SWIFT No./PO No. 3000390644 Date 12/08/2017

STATE: By [Signature]

Title State Patrol District Captain Date 12/6/17

Distribution: (Original: Central Office; Copy: District Office; Copy: Purchaser)

Exhibit A

Name	Day Worked	Rate	OT Rate	MSRS-21.6	FICA 1.45	Worker Comp 2.10	Indirect 7.15	Per hour	Hours	Trooper Cost	# of Miles	Mileage Cost	TOTAL COST	TOTAL W/O IND	IND
Sarych, Thomas	12/3/17	35.35	54.53	11.78	0.79	1.15	3.90	72.15	5.50	396.83	0	0.00	396.83	375.38	21.45
Gütmann, Daniel	12/3/17	28.00	42.00	9.07	0.61	0.88	3.00	55.56	5.50	305.58	0	0.00	305.58	289.08	16.50
Türbes, Justin	12/3/17	31.42	47.13	10.18	0.68	0.99	3.37	62.35	13.00	810.55	0	0.00	810.55	766.74	43.81
Pevear, Michael	12/3/17	29.12	43.68	9.43	0.63	0.92	3.12	57.78	13.00	751.14	0	0.00	751.14	710.58	40.56
Koefling, James	12/4/17	36.35	54.53	11.78	0.79	1.15	3.90	72.15	13.00	937.95	0	0.00	937.95	887.25	50.70
Schneider, Scott	12/4/17	36.35	54.53	11.78	0.79	1.15	3.90	72.15	13.00	937.95	0	0.00	937.95	887.25	50.70
Hathaway, Kristie	12/4/17	34.00	51.00	11.02	0.74	1.07	3.65	67.48	13.00	877.24	0	0.00	877.24	829.79	47.45
Cleveland, Michael	12/4/17	34.00	51.00	11.02	0.74	1.07	3.65	67.48	13.00	877.24	0	0.00	877.24	829.79	47.45
Tiegs, Jack	12/5/17	35.31	52.97	11.44	0.77	1.11	3.79	70.08	13.00	911.04	0	0.00	911.04	861.77	49.27
Hagen, Derrick	12/5/17	35.31	52.97	11.44	0.77	1.11	3.79	70.08	13.00	911.04	0	0.00	911.04	861.77	49.27
Trunzo, Rodney	12/5/17	35.67	53.51	11.56	0.78	1.12	3.83	70.80	13.00	920.40	0	0.00	920.40	870.61	49.79
Ortega, Pedro	12/5/17	35.31	52.97	11.44	0.77	1.11	3.79	70.08	13.00	911.04	0	0.00	911.04	861.77	49.27
Schroepfer, Jeffrey Lt.	12/6/17	57.12	57.12	12.34	0.83	1.20	4.08	75.57	13.00	982.41	0	0.00	982.41	929.37	53.04
Pederson, Cody	12/6/17	26.92	40.38	8.72	0.59	0.85	2.89	53.43	13.00	694.59	0	0.00	694.59	657.02	37.57
Yang, Dau	12/6/17	31.42	47.13	10.18	0.68	0.99	3.37	62.35	13.00	810.55	0	0.00	810.55	766.74	43.81
Swanson, James	12/6/17	34.00	51.00	11.02	0.74	1.07	3.65	67.48	13.00	877.24	0	0.00	877.24	829.79	47.45
Zafke, Joe	12/7/17	35.31	52.97	11.44	0.77	1.11	3.79	70.08	13.00	911.04	0	0.00	911.04	861.77	49.27
Trunzo, Rodney	12/7/17	35.67	53.51	11.56	0.78	1.12	3.83	70.80	13.00	920.40	0	0.00	920.40	870.61	49.79
Leshovsky, Shaun	12/7/17	30.22	45.33	9.79	0.66	0.95	3.24	59.97	13.00	779.61	0	0.00	779.61	737.49	42.12
Wahl, Adiel	12/7/17	36.35	54.53	11.78	0.79	1.15	3.90	72.15	13.00	937.95	0	0.00	937.95	887.25	50.70
Adrian, Kevin	12/8/17	36.35	54.53	11.78	0.79	1.15	3.90	72.15	13.00	937.95	0	0.00	937.95	887.25	50.70
Królak, Tomasz	12/8/17	31.90	47.85	10.34	0.69	1.00	3.42	63.30	13.00	822.90	0	0.00	822.90	778.44	44.46

TOTAL 271.00 \$ 18,222.64 \$ 17,237.51 \$ 985.13





**MAD Project Number: 2018-085**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Department of Transportation- Research Services and Library

MAD Contact: Jake Granholm

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency: <u>T79</u>	Fiscal Year: <u>2018</u>	Vendor Number: ID G10000000, Location 001
Total Amount of Contract: \$52,920.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount: <u>\$52,920.00</u>	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <u>2700</u>	Fund: <u>3000</u>	Fund:
Appr: <u>T79P401</u>	Appr: <u>T791048</u>	Appr:
Org/Sub: <u>T7933680</u>	Org/Sub: <u>T7933600</u>	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: <u>\$11,984.00</u>	Amount: <u>\$47,936.00</u>	Amount:

Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: \_\_\_\_\_

Contract: 135892  
 Number/Date/Entry Initials

R. Blancy  
12-20-17

Order: 3000392103  
 Number/Date/Signatures

*[Individual signing certifies that funds  
 have been encumbered as required by  
 Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Department of Transportation-Research Services and Library (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: Jake Granholm      Requesting Agency: Linda Taylor

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 378 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division.  
The total amount the Division will invoice under this agreement shall not exceed \$52,920.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

**5. Effective Dates:**

This agreement is effective December 18, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Linda Taylor. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

<b>1. Requesting Agency</b> By: <i>Melissa Brand</i> Title: <i>Asst. Director, Consultant Services</i> Date: <i>12/20/17</i>	<b>2. Management Analysis and Development</b> By: <i>Renee E Rappa</i> Title: <i>Business Manager</i> Date: <i>Dec 13, 2017</i>
<b>3. MnDOT Contract Management</b> By: <i>Ryan Gault</i> Title: <i>Contract Mgmt Supr.</i> Date: <i>12/21/17</i>	

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# Proposal

Minnesota Department of Transportation—Research Services and  
Library Staffing Assessment Study  
December 4, 2017

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**Proposal prepared by:**

Jake Granholm

651-259-3823

[Jake.granholm@state.mn.us](mailto:Jake.granholm@state.mn.us)

Jim Jarvis

651-259-3810

[James.jarvis@state.mn.us](mailto:James.jarvis@state.mn.us)

## **Acting Division Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

# Background

The Research Services and Library section (RS&L) within the Minnesota Department of Transportation (MnDOT) supports Minnesota's transportation industry by meeting the innovation and information needs of transportation practitioners and the transportation community (as defined in its process manual). RS&L collects research proposals from qualified researchers, coordinates the funding, and provides expertise and support to approved projects for the Federal Highway Administration (FHWA) State Planning and Research (SP&R) Program (Part II).

The federal SP&R Part II program (established by Title 23, United States Code, regulated under 23 CFR Part 420) is designed for transportation projects that have national and regional interest. It funds both multi-state pooled fund projects and single-state projects. A portion of the money is also used for MnDOT staff to serve on and support federal research project organizations like the National Cooperative Highway Research Program (NCHRP) and the Transportation Research Board (TRB).

The SP&R Part II program activities typically fall into two categories: discreet, project-based research; and ongoing topic-based research. In the majority of cases these categories of research are conducted within a single state. The pooled fund projects, however, involve three or more states with one state taking the lead role in managing the project and its resources. The State of Minnesota, through the RS&L, currently manages eight such pooled fund projects including the Clean Roads and Northwest Passage projects. The Library's resources and expertise are also called upon to support SP&R Part II projects in addition to Research Service's other research efforts.

The variety and complexity of managing SP&R Part II state and pooled fund research projects present specific staffing challenges for RS&L. The challenges include determining appropriate staffing levels, managing day-to-day workloads, and assessing and assigning appropriate expertise. Additionally, the pooled fund projects lead by RS&L have continued to increase in size and scope requiring more project management and administrative efforts without any compensation for these administrative tasks. The challenges are compounded when filling vacant positions due to retirements or staff turnover.

The Research Services and Library Director requested that Management Analysis and Development (MAD) perform a staffing assessment study for RS&L's activities funded by the SP&R Part II program and provide recommendations for establishing the appropriate staffing levels and the necessary expertise. The Director also requested recommendations for cost-recovery approaches to use for administering the pooled fund projects. Finally, the Director requested preliminary findings for Library funding, staffing and expertise.

The MAD staffing assessment study will explore the following research questions:

1. What are the appropriate RS&L staffing levels needed to support research activities and project management for the SP&R Part II program currently and in the future?
2. What resources and expertise do the RS&L work units need to effectively meet the needs of the projects and groups funded by the SP&R Part II program?

3. How much staff time and effort are used by RS&L to administer and manage SP&R pooled fund projects, and what cost recovery approaches could be adopted to accurately reflect the services provided?
4. (Optional) What staffing levels, expertise, and funding approaches are needed to execute the RS&L's Library strategic plan?

To answer those questions, MAD will: review RS&L and SP&R Part II documentation and relevant statutory information; analyze fiscal and staff time tracking data; conduct interviews with RS&L managers, staff, and other key stakeholders; and research staffing approaches and cost models relevant to the work performed by RS&L. The products that MAD will develop and the phases they will be delivered are in the next section.

## Products, Timelines, and Costs

The overall timeline for the project would be December 15, 2017 (or when the interagency agreement is signed) through July 31, 2018. If the interagency agreement is not signed by December 15, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Phase 1	Cost
<b>Products to be delivered by January 31, 2018</b> <ul style="list-style-type: none"> <li>• Project Plan: a detailed plan for the client that confirms research approach, deliverables, and timeline for the staffing assessment, and the cost recovery approaches.</li> <li>• Initial assessment of current staffing methods used to support SP&amp;R Part II: an analysis of the current methodology and a summary of the findings and recommended next steps.</li> </ul>	\$10,780 (77 hours)

Phase 2	Cost
<b>Products to be delivered by March 30 and April 30, 2018</b> <ul style="list-style-type: none"> <li>• Summary of initial research and findings for staffing assessment (March 30): the summary will be based on a review of available program and financial data; will include initial findings on staffing levels and skill types needed for SP&amp;R Part II projects; meeting with client to describe the assessment and gather feedback.</li> <li>• Summary of initial findings on cost-recovery approaches for SP&amp;R Part II pooled fund projects managed and administered by RS&amp;L (April 30): the summary will be based on research of relevant project management funding models and available program data; meeting with the client to describe the findings and gather feedback.</li> </ul>	\$22,260 (159 hours)

Phase 3	Cost
<b>Products to be delivered by June 15 and June 29, 2018</b> <ul style="list-style-type: none"> <li>• Draft report (June 15): the draft report will summarize findings from staff and key stakeholder interviews, and findings from the staffing level assessment and cost recovery analysis; will include recommendations for: SP&amp;R Part II staffing levels and expertise; cost recovery approach for pooled fund project management</li> <li>• Final report (June 29): the final report will update the draft report to reflect any changes and clarifications from the client; PowerPoint presentation summarizing the findings and recommendations in the final report.</li> </ul>	\$19,880 (142 hours)

<b>Total cost of phases 1 through 3 (Total hours)</b>	<b>\$52,920</b> <b>(378 hours)</b>
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Phase 4 listed below is proposed as an optional phase. If the client approves this phase, the project hours and cost would be added to the total amounts from phases 1 through 3. The research undertaken and the products include:

Phase 4 (optional)	Cost
<b>Products to be delivered July 31, 2018</b> <ul style="list-style-type: none"> <li>• Project Plan: a preliminary research plan for reviewing the Library's research services, staffing needs, expertise, and funding consistent with its strategic plan.</li> <li>• Assessment of current methods used to support the Library: an analysis of the current staffing methodology and a summary of the findings and recommended next steps; cost estimates for further engagement.</li> </ul>	\$8,260 (59 hours)

<b>Total cost of phases 1 through 4 (Total hours)</b>	<b>\$61,180</b> <b>(437 hours)</b>
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## Documentation

Management Analysis and Development would provide the draft copy and the final document in Microsoft Word and Adobe Acrobat (PDF) formats.

## **Clients and Consultants**

The primary client contact would be Linda Taylor, Research Services & Library Director. The MAD project lead would be Jake Granholm; Jim Jarvis and other MAD consultants would also provide services to the client.

## **Client Responsibilities**

The client would be responsible for providing timely access to information and staff necessary to complete the project.

## **Data Practices**

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

## **Billing and Cost Calculations**

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



**MAD Project Number: 2018-091**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Department of Transportation – Commercial Vehicle Operations MAD Contact: Sarah Small

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year: <b>2018</b>	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$66,920.00	Amount of Contract First FY: <b>\$66,920.00</b>	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <b>2700</b>	Fund:	Fund:
Appr: <b>T790077</b>	Appr:	Appr:
Org/Sub: <b>T7934200</b>	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: <b>\$66,920.00</b>	Amount:	Amount:

**Project: T00065AD Source: 0034**

Processing Information: (Some entries may not apply.) Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Contract: 136706  
Number/Date/Entry Initials

Order: 3000395265  
Number/Date/Signatures

*[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Department of Transportation – Commercial Vehicle Operations (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: Sarah Small Requesting Agency: Deb Ledvina

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 478 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division.  
The total amount the Division will invoice under this agreement shall not exceed \$66,920.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

If the Management Analysis and Development hourly rate increases effective July 1, 2018, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2018 forward.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

**5. Effective Dates:**

This agreement is effective January 10, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Deb Ledvina. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Jan 8, 2018</i>

**3. MnDOT Contract Management**

By/Date:

---

# Proposal

Minnesota Department of Transportation  
Commercial Vehicle Operations—  
Customer Focus Project  
December 11, 2017

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**Proposal prepared by:**

Sarah Small  
651.259.3814  
Sarah.small@state.mn.us

## **Enterprise Director**

Ryan Church

### **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

### **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

### **Alternative Formats**

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

## Background

In 2017, the Minnesota Department of Transportation (MnDOT) Commercial Vehicle Operations office (CVO) began shifting towards a customer-centered approach to their work. Consultants with Management Analysis and Development (MAD) conducted interviews with several customer groups in 2017 to obtain initial customer feedback and identify next steps for the Commercial Vehicle Operations office.

Moving forward, CVO would like to foster a customer focused culture and adjust business practices, staff training, and written materials to better meet the needs of customers. CVO asked MAD to prepare a proposal to provide consulting services to advance the CVO's efforts.

## Products

Working in partnership with CVO's leadership and staff as needed, MAD would:

- Develop a customer satisfaction survey for both freight and passenger operations
- Develop a process and protocol for a new customer satisfaction survey
- Develop a process to collect customer demographic information for both freight and passenger operations
- Conduct five stakeholder/partner interviews, and use results to lead up to two strategic stakeholder/partner analysis sessions for CVO's passenger office
- Provide technical assistance on customer engagement efforts, including facilitation support, coaching on strategic engagement, and agenda development
- Review and revise identified CVO materials with a customer-service perspective
- Conduct a scan of other state approaches to credentialing services (online, in person, other)
- Develop customer focus guidance and standards for front-line staff; provide initial roll-out to customer-facing staff

## Activities, Timeline, and Project Costs

The table below outlines potential activities MAD and the client have discussed as they relate to CVO customer engagement. MAD understands that customer engagement is an iterative process and the actual activities may change as MAD and CVO learn more about their customers and promising engagement practices.

The overall timeline for the project would be January 1, 2018 (or when the interagency agreement is signed) through December 31, 2018. If the interagency agreement is not signed by December 22, 2017, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
<b>Project preparation and client communication.</b> Development and oversight of a project plan and other documentation for the project. Possible documents include project charter and a detailed work plan. Also includes periodic communication and updates to client.	20
<b>Engagement plan.</b> Development and oversight of a comprehensive plan and timeline outlining customer engagement efforts for 2018 to be implemented by CVO staff with assistance from MAD. Plan includes developing outreach efforts to customers with whom CVO does not currently have relationships.	60
<b>Assessment of current and potential customer engagement efforts.</b> May include examining credentialing practices in other states, MnDOT CVO customer survey results, data collection and synthesis of MnDOT customer feedback (interviews, focus groups, group sessions, reaction to new materials).	170
<b>Technical assistance.</b> Includes MAD assistance to CVO on customer engagement and collecting customer information. Examples of potential work include facilitation support, coaching on strategic engagement, agenda development, and collection of customer demographic information.	100
<b>Develop customer focus standards and guidance for front-line staff.</b> Engage key staff in developing customer focus guidance/principles for front line staff, including development of documentation and/or training to be shared with front line staff about customer focus efforts in CVO.	55
Subtotal	405
Project management, including client communication (18%)	73
<b>Total hours</b>	<b>478</b>
<b>Total costs: (478 hours times \$140)</b>	<b>\$ 66,920</b>

This estimate assumes all meetings will occur in the Twin Cities metropolitan area.

## Clients and Consultants

The primary client contact would be Deb Ledvina, CVO Director. The MAD project lead would be Sarah Small; other MAD consultants would also provide services to the client.

## Client Responsibilities

- The client would dedicate time for identified CVO staff to develop their capacity to lead customer focus work moving forward.
- The client would administer and analyze customer service surveys.
- The client would provide timely access to information needed to complete the project, including identifying key stakeholder/partner interviewees and providing contact information.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



**MAD Project Number: 2018-094**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of TransportationMAD Contact: Lisa Anderson

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year: <b>2018</b>	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$126,540.00	Amount of Contract First FY: <b>\$126,540.00</b>	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: <b>2700</b>	Fund:	Fund:
Appr: <b>T790083</b>	Appr:	Appr:
Org/Sub: <b>T7946716</b>	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: <b>\$126,540.00</b>	Amount:	Amount:

**PROJECT: XXXXX SOURCE: 6244**  
 Processing Information: (Some entries may not apply.)

Begin Date: \_\_\_\_\_ End Date: \_\_\_\_\_

Contract: 136857  
 Number/Date/Entry Initials

Order: 3000395713  
 Number/Date/Signatures

*[Individual signing certifies that funds  
 have been encumbered as required by  
 Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Authorized Representatives:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Lisa Anderson Requesting Agency: Katie Caskey

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 891 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$1,800.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed \$126,540.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

If the Management Analysis and Development hourly rate increases effective July 1, 2018, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2018 forward.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

**5. Effective Dates:**

This agreement is effective January 15, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until November 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Katie Caskey. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

<b>1. Requesting Agency</b>	<b>2. Management Analysis and Development</b>
By:	By: <i>Renda E Pappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Jan 11, 2018</i>
<b>3. MnDOT Contract Management</b>	
By:	
Title:	
Date:	

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# Proposal

Minnesota Department of Transportation—  
Transportation Equity Pilot  
January 11, 2017

---

**Proposal prepared by:**

Lisa Anderson  
651-259-3824

[Lisa.Anderson@state.mn.us](mailto:Lisa.Anderson@state.mn.us)

## **Division Director**

Ryan Church

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

# Background

In 2017, the Minnesota Department of Transportation (MnDOT) updated its 20 year Statewide Multimodal Transportation Plan to include, among other things, “study how transportation affects equity and identify transportation strategies that will meaningfully reduce disparities.” The assessment will be modeled after MnDOT Manufacturers’ Perspectives projects, include a broad range of transportation topics, and result in a set of recommendations for MnDOT to work toward equitable transportation access in Minnesota.

MnDOT has asked MAD to conduct a pilot transportation equity study in one MnDOT district. This study will build on MAD’s previous work with Manufacturers’ Perspectives projects, modifying data collection efforts where necessary to ensure appropriate engagement of various stakeholders in the district.

# Products

This is a project about advancing equity. As such, MAD will develop an inclusive, participatory data collection process to inform transportation equity in Minnesota. MAD deliverables from this process include:

- Two interviewer training sessions
- Data collection tool(s)
- List of people or organizations to contact for interview
- Database of information from interviews and other potential data collection efforts
- Summary report of findings and recommendations
- Presentation of findings and recommendations

# Activities, Timeline, and Project Costs

The overall timeline for the project would be January 15, 2018 (or when the interagency agreement is signed) through November 30, 2018. If the interagency agreement is not signed by February 1, 2018, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs. MAD anticipates the bulk of the work to begin in March 2018.

Many of the hours estimates below assume that, because this project will potentially include many partners and lead to the development of additional projects, activities may require extra time for coordination. Estimates do not include the expenses associated of possible RFPs or contracts with other organizations through MAD.

Activities	Hours
<b>Develop and manage a project plan:</b> This may include periodic meetings with the client and project team, ongoing project partner coordination (including possible drafting and management of RFPs or other contracts). Developing a project that is	100

Activities	Hours
inclusive may require an iterative or phased approach to ensure MnDOT gets input from a wide variety of perspectives.	
<b>Data tool development and preparation:</b> With input from the project team and possibly select community partners, MAD will develop a tool (or set of tools) for data collection. MAD assumes tool development will be an inclusive, participatory process that seeks input from several people, including some outside state government. MAD will also lead two interviewer training exercises for MnDOT staff and potential community partners.	100
<b>Identify and recruit interviewees:</b> With input and assistance from the project team and community partners, MAD will develop of a list of potential interviewees and coordinate the scheduling and logistics for data collection, including contact with potential interviewees. As an example, this may include working with community organizations to organize 50 individual interviews OR 15 individual interviews, 3 group interviews/focus groups, and 3 listening sessions. Recruitment also includes communication materials needed to help potential partners or respondents understand the project and its intent.	150
<b>Conduct data collection:</b> MAD will participate in approximately five interviews or the equivalent in other data collection methods. (Less time will be needed if MAD can bundle all interviews in to one or two trips, but this estimate includes the possibility for more trips or for MAD involvement in group processes.)	45
<b>Document and analyze data:</b> MAD will collect documentation from interviews and group processes. For interviews or events where MAD is present, MAD will create the documentation. MAD will analyze data and present themes to the project team.	130
<b>Create final deliverables:</b> MAD will develop a report of study findings and recommendations, including specific, actionable next steps for MnDOT and partners to take in order to advance equity. This may include sections or background information to explain the complexity behind various transportation equity topics or contributions from partner organizations. Other possible deliverables include a project one-pager, results highlights, and personal stories or case studies.	150
<b>Study presentation:</b> MAD will present findings and recommendations to MnDOT project team and others, including assistance on communication materials (for example, PowerPoint presentation or handouts), as determined necessary by client.	40
<b>Pilot reflection and debrief:</b> Activities to evaluate pilot to be determined through discussion with client.	40
Subtotal	755
Project management, including client communication (18%)	136

Activities	Hours
Estimated expenses: Travel with lodging, mileage and rental car costs <sup>1</sup>	1800
<b>Total hours</b>	<b>891</b>
<b>Total costs: (891 hours times \$140, plus \$1,800 in expenses)</b>	<b>\$ 126,540</b>

## Clients and Consultants

The primary client contact would be Kathryn Caskey, Transportation Policy Planning Director. The MAD project lead would be Lisa Anderson; other MAD consultants would also provide services to the client.

## Client Responsibilities

MnDOT will inform MAD of the appropriate district to pilot and assign a MnDOT project team, which will work with MAD to design and carry out the project activities, including identification of potential populations of interest and assistance with the logistics of engaging community partners. MnDOT will also ensure staff availability to collect data and help MAD make meaning from the findings.

The client would submit a copy of the final report to the Legislative Reference Library at the close of the project.

## Data Practices

Minnesota Statutes Chapter 13.64 allows MAD to keep data on individuals private. MAD will work to with the client to determine data ownership and ensure the use of the appropriate data practices. All written reports would be public.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract. If the MAD hourly rate increases effective July 1, 2018, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2018 forward.

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<sup>1</sup> This assumes eight trips to the district, six night's lodging, and 120 miles one-way to the destination at the 2018 IRS mileage rate of 54.5 cents per mile. Trips to the district may be to meet with the project team or to collect data.



## MAD Project Number: 2018-102 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of TransportationMAD Contact: Barbara Tuckner

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year: 2018	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$62,160.00	Amount of Contract First FY: \$62,160.00	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790077	Appr:	Appr:
Org/Sub: T7934200	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$62,160.00	Amount:	Amount:

PROJECT: T00065AD SOURCE: 0034

Processing Information: (Some entries may not apply.)

Begin Date: \_\_\_\_\_

End Date: 12/31/18

Contract: 137136  
Number/Date/Entry Initials  
1/24/18

Order: 3000396813  
Number/Date/Signatures

*[Individual signing certifies that funds  
have been encumbered as required by  
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Authorized Representatives:**

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner Requesting Agency: Deb Ledvina

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 444 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$62,160.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

If the Management Analysis and Development hourly rate increases effective July 1, 2018, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2018 forward.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

**5. Effective Dates:**

This agreement is effective January 31, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Deb Ledvina. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
By:	By: <i>Bel Bly</i>
Title:	Title: <i>Assistant Director</i>
Date:	Date: <i>1/19/18</i>

MnDOT Contract Management  
By/Date:

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# Proposal

MnDOT Commercial Vehicle Operations  
Leadership Development  
January 16, 2018

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**Proposal prepared by:**

Barbara Tuckner

651-259-3811

[barbara.tuckner@state.mn.us](mailto:barbara.tuckner@state.mn.us)

## **Division Director**

Ryan Church

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

203 Administration Building

50 Sherburne Avenue

St. Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public supervisors increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

# Background

Commercial Vehicle Operations (CVO) has gone through significant changes in the last several months as its senior leaders drive their services in greater alignment with state and federal mandates, and assign supervisor duties accordingly. Critical to CVO's overall success is the ability to effectively execute their plans and deliver results as identified by the unit director and Results-Based Accountability measures.

CVO's senior leadership has asked Management Analysis and Development (MAD) to customize an approach that builds the leadership capacity of its supervisors and delivers results from lead workers and their peers. This customized approach would include building professional development plans (PDP) for supervisors, peer coaching and action learning for lead workers and their respective teams, and executive coaching for CVO's director.

The purpose of this project to support lead workers as they drive for results while contributing to a culture that is customer friendly and inclusive. Supervisors will be coached around the principals and conditions necessary to build a customer-oriented unit and supported in their respective professional development paths. Care will be taken to build leadership vertically and horizontally throughout the organization and will include three levels of leadership within the hierarchy in support of this work. In addition, the lead consultant on this project would coordinate with other MAD consultants working on different CVO projects, to transfer knowledge and identify synergies and gaps as they emerge.

## Activities, timeline, and project costs

The overall timeline for this project would be from January 31, 2018 (or when the interagency agreement is signed) through December 31, 2018. If the interagency agreement is not signed before January 31, 2018, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Meet with director to identify and document key development outcomes she would like to see among her reports and how she wants to be informed of progress.	3
Prepare and meet with supervisor to design an overall development approach to include their respective hopes around a development process, review of development instruments they may have taken in the past, and what to expect with one-on-one coaching.	8
Meet one-on-one with each supervisor to review director's skill assessment of their talents and identify development needs that will effectively support a customer-friendly culture and deliver identified results.	12
Prepare four PDPs in partnership with each supervisor and deliver plans to the director. Fine-tune PDPs as needed.	16

Provide up to eight one-on-one coaching for four supervisors, research effective development opportunities as needed, and document topics and actions they will take to drive results in their respective area.	128
Conduct and document up to eight four-hour action learning sessions (leadership strategies and accountability to peers) for lead workers across all CVO business areas. These lead worker sessions would be focused on delivering results as articulated by their respective business area and the director.	80
Meet with senior leaders as needed to understand business challenges and changes, and their observations of individual and unit progress.	25
Design and develop up to four half-day customized skill development courses that support all of the supervisors' and lead workers' effectiveness in a customer service culture and drive necessary culture change to achieve results.	48
Provide monthly business council for the director in support of her leadership within CVO and other units she supervises.	56
<b>Subtotal</b>	<b>376</b>
Project management, including client communication (18%)	68
<b>Total hours</b>	<b>444</b>
<b>Total costs: ( hours times \$140)</b>	<b>\$62,160</b>

## Documentation

If written communication is necessary, MAD would provide a draft copy and the final document in Adobe Acrobat (PDF) format.

## Clients and consultants

The primary client contact would Deb Ledvina, MnDOT's CVO Section Director. The MAD project lead would be Barbara Tuckner; other MAD consultants may also provide services to the client.

## Client responsibilities

1. Provide logistical support related to meeting arrangement and group meetings.
2. Identify participants for action learning.
3. Identify additional resources to develop supervisors upon completion of individual development plans.
4. Meet regularly with the consultant(s) to review and refine development work as needed.

## Data practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is

private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

## **Billing and cost calculations**

MAD bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

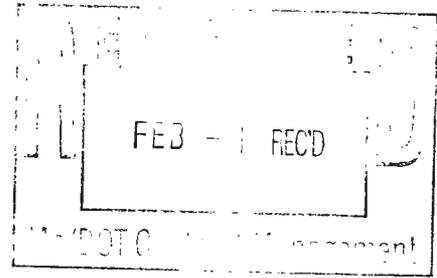


Minnesota Department of Transportation  
**Metro – Traffic Engineering**  
 1500 W County Road B2 MS 725  
 Roseville MN 55113

Office Tel: 651-234-7057

## Routing/Approval Checklist

**TO:** Routing/Task Checklist  
**FROM:** Ronald Bisek, TPS 4  
**DATE:** February 1, 2018



**MnDOT Contract #** 1030554  
**Contract is between MnDOT and:** Minnesota Dept of Public Safety  
**Project Description:** 2018 NHTSA Roadway Safety Evaluation, Planning, and Studies

Please review, approve and forward. Thank you.

Routing/Task Checklist	Contact Name	Contact Info	Date
1. Office of Traffic Safety and Technology	Ron Bisek	Email	1/31/2018
2. MnDOT Approval	Jay Hietpas OTST Director	MS: 725	2/1/2018
3. Contract Management	Susan Berndt/Tayllor McGinnis	MS: 130	2/1/18
4. <del>Financial Management</del>	<i>Ryan / Kyle</i>		2/7/18
5. Contract Management	Susan Berndt/Tayllor McGinnis	MS: 130	—
6. Office of Traffic Safety and Technology	Ron Bisek	Email	2/7/18
7. Accounting approval	Dept of Public Safety	Email	
8. Obtain vendor approval signatures	Dept of Public Safety	Email	
9. Ronald Bisek	Office of Traffic Safety and Technology	Email	
10. Return copy to:	Susan Berndt/edocs	Email	

**Minimum Originals: 1 EDMS**





## Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150	<b>Grant Program:</b> 2018 National Highway Traffic Safety Administration (NHTSA): Roadway Safety Evaluation, Planning, and Studies. <b>Project No.:</b> 18-09-03 <b>Grant Agreement No.:</b> A-RSEPS18-2018-MNDOT-002				
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic Safety and Operations 1500 West County Road B2-MS 725 Roseville, Minnesota, 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 10/01/2017 <b>Expiration Date:</b> 09/30/2018				
<b>Grantee's Authorized Representative:</b> Ron Bisek 1500 West County Road B2-MS 725 Roseville, Minnesota, 55113 651-234-7057 <a href="mailto:Ronald.bisek@state.mn.us">Ronald.bisek@state.mn.us</a>	<b>Grant Agreement Amount:</b> <table data-bbox="868 678 1414 741"> <tr> <td>Original Agreement</td> <td style="text-align: right;">\$100,000.00</td> </tr> <tr> <td>Matching Requirement</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	Original Agreement	\$100,000.00	Matching Requirement	\$0.00
Original Agreement	\$100,000.00				
Matching Requirement	\$0.00				
<b>State's Authorized Representative:</b> Kristen Oster Grant Coordinator Office of Traffic Safety 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150 Phone: (651) 201-7077 Email: <a href="mailto:Kristen.oster@state.mn.us">Kristen.oster@state.mn.us</a>	Federal Funding: CFDA 20.600 FAIN: 18X52016402MN12 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2018 National Highway Traffic Safety Administration (NHTSA): Roadway Safety Evaluation, Planning, and Studies Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at the Office of Traffic Safety, 445 Minnesota Street, #150, Saint Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2018 National Highway Traffic Safety Administration (NHTSA): Roadway Safety Evaluation, Planning, and Studies Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Grant Agreement

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Agreement No. A-RSEPS18-2018-MNDOT-002

PO No, 3-51898

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Jay Hietpas Digitally signed by Jay Hietpas  
DN: cn=Jay Hietpas  
Date: 2018.02.07 07:52:12 -0600

Title: OFFICE DIRECTOR, OTST

Date: 2/1/2018

By: [Signature]

Title: Contract Administrator

Date: 2/5/18

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

By: [Signature]

Title: Contract Administrator

Date: 2/7/18

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

2018 NHTSA Funding RFP - Roadway Safety Evaluation Planning and Studies

MnDOT Contract No. 1030554 EXHIBIT A  
 A-RSEPS18-2018-MNDOT-002

Organization: Transportation, Department of (MNDOT)

Budget Summary

Budget		
Budget Category	State Reimbursement	Local Match
Contracted Services		
Roadway Safety Evaluation Planning and Studies	\$100,000.00	\$0.00
<b>Total</b>	<b>\$100,000.00</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$100,000.00</b>	<b>\$0.00</b>

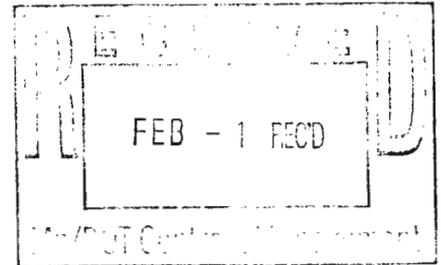


Minnesota Department of Transportation  
**Metro – Traffic Engineering**  
 1500 W County Road B2 MS 725  
 Roseville MN 55113

Office Tel: 651-234-7057

## Routing/Approval Checklist

**TO:** Routing/Task Checklist  
**FROM:** Ronald Bisek, TPS 4  
**DATE:** February 1, 2018



**MnDOT Contract #** 1030555  
**Contract is between MnDOT and:** Minnesota Dept of Public Safety  
**Project Description:** 2018 NHTSA Intersection Safety Countermeasure Deployment

Please review, approve and forward. Thank you.

Routing/Task Checklist	Contact Name	Contact Info	Date
1. Office of Traffic Safety and Technology	Ron Bisek	Email	1/31/2018
2. MnDOT Approval	Jay Hietpas OTST Director	MS: 725	2/1/2018
3. Contract Management	Susan Berndt/Tayllor McGinnis	MS: 130	2/1/18
4. <i>Cont Management</i> Financial Management	<i>Ryan / Kyle</i>		2/7/18
<del>5. Contract Management</del>	<del>Susan Berndt/Taylor McGinnis</del>	<del>MS: 130</del>	
6. Office of Traffic Safety and Technology	Ron Bisek	Email	2/7/18
7. Accounting approval	Dept of Public Safety	Email	
8. Obtain vendor approval signatures	Dept of Public Safety	Email	
9. Ronald Bisek	Office of Traffic Safety and Technology	Email	
10. Return copy to:	Susan Berndt/edocs	Email	

**Minimum Originals: 1 EDMS**





## Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150	<b>Grant Program:</b> 2018 National Highway Traffic Safety Administration (NHTSA): Intersection Safety Countermeasure Deployment <b>Project No.:</b> 18-09-02 <b>Grant Agreement No.:</b> A-INTSC18-2018-MNDOT-002
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic Safety and Operations 1500 West County Road B2-MS 725 Roseville, Minnesota, 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 10/01/2017 <b>Expiration Date:</b> 09/30/2018
<b>Grantee's Authorized Representative:</b> Ron Bisek Minnesota Department of Transportation 1500 West County Road B2-MS 725 Roseville, Minnesota, 55113 651-234-7057 <a href="mailto:Ronald.bisek@state.mn.us">Ronald.bisek@state.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement                      \$1,456,797.20 Matching Requirement                      \$0.00
<b>State's Authorized Representative:</b> Office of Traffic Safety Kristen Oster Grant Coordinator 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150 Phone: (651) 201-7077 Email: <a href="mailto:Kristen.oster@state.mn.us">Kristen.oster@state.mn.us</a>	<b>Federal Funding:</b> CFDA 20.600 <b>FAIN:</b> 18X52016402MN12 <b>State Funding:</b> None <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2018 National Highway Traffic Safety Administration (NHTSA): Intersection Safety Countermeasure Deployment Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at the Department of Public Safety, Office of Traffic Safety, 445 Minnesota Street, #150, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2018 National Highway Traffic Safety Administration (NHTSA): Intersection Safety Countermeasure Deployment Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Grant Agreement

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**3. STATE AGENCY**

By: \_\_\_\_\_  
(with delegated authority)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Grant Agreement No. A-INTSC18-2018-MNDOT-002  
PO No. 3-51896

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Jay Hietpas Digitaly signed by Jay Hietpas  
DN: cn=Jay Hietpas  
Date: 2018.01.07 09:23:00-0500

Title: OFFICE DIRECTOR, OTST

Date: 2/1/2018

By: [Signature]

Title: On behalf of Agency Grant Supervisor

Date: 2/5/18

By: [Signature]

Title: Contract Administrator

Date: 2/7/18

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

2018 NHTSA Funding RFP - Intersection Safety Countermeasure Deployment

MnDOT Contract No. 1030555 EXHIBIT A  
 A-INTSC18-2018-MNDOT-002

Organization: Transportation, Department of (MNDOT)

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Intersection Safety Countermeasures Deployment	\$1,456,797.20	\$0.00	
<b>Total</b>	<b>\$1,456,797.20</b>	<b>\$0.00</b>	
<b>Total</b>	<b>\$1,456,797.20</b>	<b>\$0.00</b>	

**INTERAGENCY AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
FOR  
REAL COLORS TRAINING**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("MnDOT") and Minnesota Department of Public Safety ("Cooperating Agency") located at: 445 Minnesota Street, Saint Paul MN 55101-5155.

**Agreement**

1. **Term of Agreement**
  - 1.1 *Effective date.* This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
  - 1.2 *Expiration date.* This Agreement will expire on June 30, 2018, unless terminated earlier pursuant to Article 11.
2. **Scope of Work and Responsibilities of Each Party.**
  - 2.1 *MnDOT Responsibilities.*
    - 2.1.1 MnDOT will develop and deliver the Real Colors training to the Cooperating Agency's staff.
    - 2.1.2 The training will be held on March 7, 2018. The Authorized Representatives may, by mutual agreement, adjust any interim completion dates for unforeseen circumstances, but such adjusted dates may not extend past the agreement expiration date shown above.
    - 2.1.3 MnDOT will provide all agreed upon materials for the training.
  - 2.2 *Cooperating Agency Responsibilities.*
    - 2.2.1 The Cooperating Agency will provide the training room facilities. It is anticipated the training will be held at the Oakwood Room in the French Regional Park located at 12605 Rockford Road, Plymouth, MN 55441.
    - 2.2.2 The Cooperating Agency will provide the funding as provided in article 3.1.
    - 2.2.3 The Cooperating Agency will have up to 14 employees participate in the training as appropriate.
3. **Consideration and Payment**
  - 3.1 The Cooperating Agency will provide funding in the amount of \$491.63. MnDOT will invoice the Cooperating Agency immediately after the training is delivered. The Cooperating Agency will promptly pay the invoice.

**MN DEPARTMENT OF PUBLIC SAFETY**

The Cooperating Agency certifies that the appropriate person(s) have executed the contract on behalf of the Cooperating Agency as required by applicable articles, bylaws, resolutions or ordinances.

**COMMISSIONER OF TRANSPORTATION**

Signed: Yvonne S. Lind

Title: HR Director

Date: 2/27/2018

[Signature]

Asst. Dir. Traffic

3/5/18

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05

**MnDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 3/5/18

[Signature]

3-5-2018

SWIFT Contract (SC) ID No.: 138732

Purchase Order (PO) ID No.: 300052008



MDA SWIFT No. 139680

MDA Purchase Order 3000027446

MnDOT Contract Number: 1030824

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Minnesota Department of Agriculture (MDA) and the Minnesota Department of Transportation (MnDOT).

**Agreement**

**1. Term of Agreement**

1.1 **Effective date:** April 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 **Expiration date:** June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2. Scope of Work**

MnDOT Responsibilities:

- MnDOT will develop and deliver the Real Colors training for up to 20 of MDA's staff.
- The training will be held after the effective date of this agreement but prior to June 30, 2018. The Authorized Representatives may, by mutual agreement, adjust any interim completion dates for unforeseen circumstances, but such adjusted dates may not extend past the agreement expiration date shown above in clause 1.2.
- MnDOT will provide all materials for the training.

MDA Responsibilities:

- MDA will provide the training room facilities. It is anticipated the training will be held at Capitol Complex Conference room.
- MDA will have up to 20 employees participate in the training as appropriate.
- MDA will setup the training room with 5 small groupings of 3-4 people each.
- MDA will provide a flip chart and easel.



### 3. Consideration and Payment

The Minnesota Department of Transportation will be paid by MDA in accordance with the list below and after the MDA Authorized Representative has reviewed and approved the invoice.

Compensation is as follows:

• Time : 4 hours @ \$75 per hour:	\$300
• Instruments: 20 x \$12 each:	240
• Copies: \$0.50 per participant:	10
• Mileage: No mileage if within the capital complex	_____
• TOTAL:	\$550

The total obligation of the MDA for all compensation and reimbursements to the Minnesota Department of Transportation under this agreement will not exceed **Five Hundred Fifty Dollars and 00/100 (\$550.00)**.

### 4. Conditions of Payment

4.1 All services provided by the MnDOT under this agreement must be performed to the MDA's satisfaction, as determined at the sole discretion of the MDA's Authorized Representative or MDA's Authorized Project Manager.

4.2 MnDOT will create and enter an invoice in SWIFT.

4.3 MDA will make payment using the bi-lateral netting process in SWIFT.

### 5. Authorized Representative

The MDA's Authorized Representative is responsible for administration and supervision of this agreement is **Cathy Villas-Horns, Incident Response Supervisor, Pesticide and Fertilizer Management Division, Minnesota Department of Agriculture, 625 Robert Street North, St. Paul, MN 55155; Phone: 651-201-6697; Email: [cathy.villas-horns@state.mn.us](mailto:cathy.villas-horns@state.mn.us)** or his/her successor who is authorized to accept the services provided under this agreement.

The MnDOT's Authorized Representative is **Dan DuHamel, Assistant Chief Operating Officer; Minnesota Department of Transportation, 395 John Ireland Blvd, Mail Stop 120, St. Paul, MN 55155-1901; Phone: 651-366-3190; Email: [Daniel.j.duhamel@state.mn.us](mailto:Daniel.j.duhamel@state.mn.us)**, or his/her successor.

### 6. Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

### 7. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

**8. Termination**

Either party may terminate this agreement at any time, with or without cause, upon 30 days of 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: DocuSigned by:  
Linda Rowley  
CFE1D287B75F48F

Title: Buyer

Date: 3/27/2018

MDA SWIFT #: 139680 MDA PO# 3000027446

**3. MINNESOTA DEPARTMENT OF AGRICULTURE**

Signed: David J. Friedrich  
(with delegated authority)

Title: Commissioner

Date: 4/9/18

**2. MINNESOTA DEPARTMENT OF TRANSPORTATION**

**MnDOT Commissioner of Transportation:**

By: DocuSigned by:  
[Signature]  
1A950518E8944F2...  
(With delegated authority)

Title: Assistant Commissioner

Date: 3/28/2018

**MnDOT Contract Management:**

By: DocuSigned by:  
James Cowie  
FEB906AC0940413...  
(with delegated authority)

Title: Deputy Chief Counsel

Date: 3/29/2018

## Certificate Of Completion

Envelope Id: 795C71D37504430BAE84412281DE0F8D  
 Subject: Please DocuSign: 2018 MnDOT IA Real Colors Training for MDA  
 Source Envelope:  
 Document Pages: 6  
 Certificate Pages: 6  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Completed

Envelope Originator:  
 Kam Carlson  
 1860 Michael Faraday Dr. Ste. 100  
 Reston, VA 20190  
 kameron.carlson@state.mn.us  
 IP Address: 156.98.51.15

## Record Tracking

Status: Original  
 3/21/2018 7:30:59 AM

Holder: Kam Carlson  
 kameron.carlson@state.mn.us

Location: DocuSign

## Signer Events

Kam Carlson  
 kameron.carlson@state.mn.us  
 Contracts and Grants Coordinator  
 Kameron Carlson - Dept of Agriculture  
 Security Level: Email, Account Authentication (None)

## Signature

Using IP Address: 156.98.51.15

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 Not Offered via DocuSign

Doug Spanier  
 Douglas.spanier@state.mn.us  
 Attorney General Rep  
 CarahSoft OBO MN - Dept of Agriculture  
 Security Level: Email, Account Authentication (None)

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Melissa Olson  
 Melissa.olson@state.mn.us  
 CarahSoft OBO MN - Dept of Agriculture  
 Security Level: Email, Account Authentication (None)

**Completed**

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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Linda Rowley  
 Linda.rowley@state.mn.us  
 Buyer  
 Security Level: Email, Account Authentication (None)

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 ID: d9624141-7042-41dd-a440-814eca04eee7

Janet Cherney  
 janet.cherney@state.mn.us  
 Security Level: Email, Account Authentication (None)

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Using IP Address: 108.171.131.160

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**Signer Events****Signature****Timestamp**

**Electronic Record and Signature Disclosure:**  
 Accepted: 3/28/2018 5:38:15 PM  
 ID: 4c4c5e38-4c8b-4d09-bf21-758754c4c63b

James Cownie  
 james.cownie@state.mn.us  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
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**Electronic Record and Signature Disclosure:**  
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 ID: 371b6210-e18b-4b01-af8c-deb7bd577171

Kam Carlson  
 kameron.carlson@state.mn.us  
 Contracts and Grants Coordinator  
 Kameron Carlson - Dept of Agriculture  
 Security Level: Email, Account Authentication  
 (None)

**Completed**

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Using IP Address: 156.98.51.15

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Kam Carlson  
 kameron.carlson@state.mn.us  
 Contracts and Grants Coordinator  
 Kameron Carlson - Dept of Agriculture  
 Security Level: Email, Account Authentication  
 (None)

**Completed**

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Using IP Address: 156.98.51.15

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Kam Carlson  
 kameron.carlson@state.mn.us  
 Contracts and Grants Coordinator  
 Kameron Carlson - Dept of Agriculture  
 Security Level: Email, Account Authentication  
 (None)

**Completed**

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 Signed: 4/9/2018 11:04:05 AM

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**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Susan Stokes  
 susan.stokes@state.mn.us  
 Assistant Commissioner  
 CarahSoft OBO MN - Dept of Agriculture  
 Security Level: Email, Account Authentication  
 (None)

**COPIED**

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 Resent: 4/9/2018 11:03:46 AM  
 Viewed: 3/30/2018 12:18:22 PM

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 Not Offered via DocuSign

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	4/9/2018 11:04:05 AM
Completed	Security Checked	4/9/2018 11:04:05 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, CarahSoft OBO MN - Dept of Agriculture (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact CarahSoft OBO MN - Dept of Agriculture:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [stephen.moser@state.mn.us](mailto:stephen.moser@state.mn.us)

**To advise CarahSoft OBO MN - Dept of Agriculture of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [stephen.moser@state.mn.us](mailto:stephen.moser@state.mn.us) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from CarahSoft OBO MN - Dept of Agriculture**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [stephen.moser@state.mn.us](mailto:stephen.moser@state.mn.us) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with CarahSoft OBO MN - Dept of Agriculture**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [stephen.moser@state.mn.us](mailto:stephen.moser@state.mn.us) and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify CarahSoft OBO MN - Dept of Agriculture as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by CarahSoft OBO MN - Dept of Agriculture during the course of my relationship with you.

**INTERAGENCY AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA DEPARTMENT OF HUMAN SERVICES  
FOR  
REAL COLORS TRAINING**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("MnDOT") and Minnesota Department of Human Services ("Cooperating Agency") located at: 444 Lafayette Road N, Saint Paul MN 55164-0962.

**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 April 5, 2018, unless terminated earlier pursuant to Article 11.
2. **Scope of Work and Responsibilities of Each Party:**
  - 2.1 *MnDOT Responsibilities.*
    - 2.1.1 MnDOT will develop and deliver the Real Colors training to the Cooperating Agency's staff.
    - 2.1.2 The training will be held on April 4, 2018. The Authorized Representatives may, by mutual agreement, adjust any interim completion dates for unforeseen circumstances, but such adjusted dates may not extend past the agreement expiration date shown above.
    - 2.1.3 MnDOT will provide all agreed upon materials for the training.
  - 2.2 *Cooperating Agency Responsibilities.*
    - 2.2.1 The Cooperating Agency will provide the training room facilities. It is anticipated the training will be held at the Department of Human Services, 444 Lafayette Road North, St Paul, MN 55164-0962.
    - 2.2.2 The Cooperating Agency will provide the funding as provided in article 3.1.
    - 2.2.3 The Cooperating Agency will have up to 120 employees participate in the training as appropriate.
3. **Consideration and Payment**
  - 3.1 The Cooperating Agency will provide funding in the amount of \$362.18. MnDOT will invoice the Cooperating Agency immediately after the training is delivered. The Cooperating Agency will promptly pay the invoice.

3.2 Compensation is as follows:

Salary (4 hours @ 75 per hour)	\$ 300.00
Supplies:	
Copies @ \$.50 per participant	\$ 60.00
Mileage 4 miles @ 0.545	\$2.18

3.3 The total obligation of Cooperating Agency for all compensation and reimbursements to MnDOT under this Agreement will not exceed \$362.18.

4. **Conditions of Payment**

- 4.1 All services provided by MnDOT under this Agreement must be performed to the reasonable satisfaction of all parties involved.
- 4.2 MnDOT will create and enter an invoice in SWIFT.
- 4.3 The Cooperating Agency will make payment using the bilateral netting process in SWIFT.

5. **Authorized Representatives**

5.1 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.

5.2 *MnDOTS's Authorized Representative* is

Name: Dan DuHamel (or successor)  
Title: Agency Business Director  
Address: 395 John Ireland Boulevard, Mail Stop 120  
City/State/Zip: Saint Paul, MN 55155-1901  
Telephone: 651-366-3190  
Email: daniel.j.duhamel@state.mn.us

5.3 *Cooperating Agency's Authorized Representative* is:

Name: Jovon Perry  
Title: DHS Economic Assistant and Employment Supports Director  
Address: 444 Lafayette Road North, PO Box 64951  
City/State/Zip: Saint Paul, MN 55164-0962  
Telephone: 651-431-4006  
Email: Jovon.perry@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 omissions and the results thereof, to the extent permitted by law.
- 8. **Termination:** Either party may terminate this Agreement at any time, with or without cause, upon 15 days' written notice to the other party

**[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]**

**MN DEPARTMENT OF HUMAN SERVICES**

The Cooperating Agency certifies that the appropriate person(s) have executed the contract on behalf of the Cooperating Agency as required by applicable articles, bylaws, resolutions or ordinances.

**COMMISSIONER OF TRANSPORTATION**

Signed: *Jayon Perry*

Title: EAESD DIRECTOR

Date: 3/29/2018

*[Signature]*  
Asst Commissioner CSA

4/3/18

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05

**MnDOT CONTRACT MANAGEMENT**

By: *Dora Burns*

Date: 3-29-18

*[Signature]*

4-3-2018

SWIFT Contract (SC) ID No.: DAK139799

Purchase Order (PO) ID No.: 3-59872

**PARTNERSHIP AGREEMENT BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
MINNESOTA INDIAN AFFAIRS COUNCIL  
FOR  
BURIAL RECOVERY AT MISSION CREEK IN DULUTH  
STATE PROJECT NUMBER 6910-92**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("State") and Minnesota Indian Affairs Council ("MIAC") located at: 161 St. Anthony Ave, Ste 919, St. Paul, MN 55103.

**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 recovery of the cemetery that was inadvertently disturbed by construction ; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

**Agreement**

1. **Term of Agreement; Exhibits**
  - 1.1 *Effective date.* This Agreement will be effective July 1, 2017.
  - 1.2 *Expiration date.* This Agreement will expire on June 30, 2019 unless terminated earlier pursuant to Article 11.
  - 1.3 *Exhibits.* Exhibits A-D are attached and incorporated into this agreement.
2. **Scope of Work and Responsibilities of Each Party.** See Exhibit A, which is attached and incorporated into this agreement.
3. **Terms of Payment**
  - 3.1 Contractor will be paid on a Hourly Rate plus Expenses basis as follows:

Direct Labor Costs:	\$ 314,339.50
Direct Expense Costs:	\$ 74,550.00
  - 3.2 State will not pay overtime rates for any overtime worked by Contractor unless State's Authorized Representative has specifically authorized overtime, in writing.
  - 3.3 Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by the State's Authorized Representative prior to incurring costs.
  - 3.4 See Exhibit B for Budget Details on Contractor.
  - 3.5 Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount

than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from State for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit C for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

3.6 State's total obligation for all compensation and reimbursements to Contractor will not exceed \$388,889.50.

#### 4. Payment.

##### 4.1 Payment

- 4.1.1 **Invoices.** MIAC must submit invoices electronically for payment, using the format set forth in Exhibit D. MIAC will submit invoices for payment on a quarterly basis.
- 4.1.2 **MnDOT's Payment Requirements.** MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MIAC's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MIAC within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MIAC within 30 days of receipt of such invoice.
- 4.1.3 **All Invoices Subject to Audit.** All invoices are subject to Audit, at MnDOT's discretion.
- 4.1.4 **Invoice Package Submittal.** MIAC must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.
- 4.1.4.1 Each invoice must contain the following information: MnDOT Contract Number, MIAC's invoice number (sequentially numbered), MIAC's billing and remittance address, if different from business address, and MIAC's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
- 4.1.4.2 Direct nonsalary costs allocable to the work under this contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of MIAC. Supporting documentation in the form of approved expenses as submitted through SEMA 4, which will be provide to MnDOT as requested.
- 4.1.4.3 MIAC must provide, upon request of MnDOT's Authorized Representative, the following supporting documentation:
- 4.1.4.3.1 Direct salary costs of employees' time directly chargeable for the services performed under this contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
- 4.1.4.3.2 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.
- 4.1.4.4 **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this contract may be paid until MnDOT's agency head has reviewed the final product of this contract. The balance due will be paid when MnDOT's agency head determines that MIAC has satisfactorily fulfilled all the terms of this contract.
- 4.1.4.5 **Federal Funds.** If federal funds are used, MIAC is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any

requirements imposed by MIAC's failure to comply with federal requirements.

5. **Conditions of Payment.** All services provided by MIAC under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. MIAC will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state or local law.

6. **Authorized Representatives**

6.1 *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.

6.2 *State's Authorized Representative* is

Name:	Roberta Dwyer	or her successor.
Title:	Project Manager	
MnDOT -	District One	
Street Address:	1123 Mesaba Avenue	
City State Zip:	Duluth, MN 55811	
Telephone:	218-725-2781	
Email:	Roberta.dwyer@state.mn.us	

6.3 *MIAC's Authorized Representative* is:

Name:	Dennis Olson, Jr	or his successor.
Title:	Executive Director	
MIAC:	Minnesota Indian Affairs Council:	
Billing Address:	161 St. Anthony Avenue	
City State Zip:	St. Paul, MN 55103	
Telephone:	(651) 539-2202	
Email:	dennis.w.olson@state.mn.us	

7. **Standard of Care and Liability.** In the performance of its professional services, MIAC will use the degree of care, knowledge, and skill ordinarily exercised by other reputable professionals in the field under like circumstances in the State of Minnesota. MIAC will be responsible for any damages incurred as a result of its failure to comply with this standard of care or other contract requirements, and for any loss or cost to repair or remedy such non-compliance. MIAC will indemnify, save, and hold MnDOT, and its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by, arising from the performance of this agreement by MIAC or MIAC's agents or employees. This clause will not be construed to bar any legal remedies MIAC may have for MnDOT's failure to fulfill its obligations under this agreement.

8. **Audit.** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of MIAC relevant to this Agreement are subject to examination by MnDOT and the State of Minnesota and the Legislative Auditor for a minimum of six years.

9. **Jurisdiction and Venue.** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

10. **Government Data Practices.** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties. The parties recognize that Minn. Stat. § 307.08, Subd. 11 and Section 304 of the National Historic Preservation Act make certain archeological site data nonpublic.

11. **Dispute Resolution.** MnDOT and MIAC have a mutual desire to resolve contract and project-related disputes expeditiously, informally, and at the lowest level possible. Disputes will be initially addressed by the MnDOT CRU Project Manager and the MIAC liaison. If the dispute is not resolved at the initial level, it will be referred to the MnDOT CRU Supervisor and the MIAC liaison. If the dispute is not resolved at that intermediate level, it will be referred to MIAC Executive Director and the State Commissioner of Transportation.
12. **Time.** MIAC must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence. MIAC will perform its duties as expeditiously as is consistent with professional care and skill and the orderly progress of the project. If MIAC fails to substantially perform its duties by the time fixed for the completion of the work, MnDOT may immediately terminate this contract. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to a "force majeure event" including acts of God, acts of the public enemy, unusually severe weather, or acts of governmental authorities.
13. **Workers' Compensation and Employment Claims.** MIAC certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. MIAC's employees and agents are not employees of MnDOT. Any claims that may arise under the Minnesota Workers' Compensation Act and any other employment related claims which may be brought by, or on behalf of, the MIAC Liaison and any claims made by any third party as a consequence of any act or omission on the part of MIAC or the MIAC Liaison are in no way MnDOT's obligation or responsibility.
14. **Plain Language; Accessibility Standards.**
- 14.1 *Plain Language.* MIAC 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, MIAC 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.
- 14.2 *Accessibility Standards.* MIAC agrees to comply with the State of Minnesota's Accessibility Standard ([http://nm.gov/oet/images/Stnd\\_State\\_Accessibilit.pdf](http://nm.gov/oet/images/Stnd_State_Accessibilit.pdf)) for all deliverables under this contract. 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. Contractor'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, Contractor 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.
15. **Discrimination.** MIAC will comply with the provisions of Minnesota Statutes § 181.59 which requires that every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1

of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

16. **E-Verify Certification (In accordance with Minnesota Statutes §16C.075).** For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of MnDOT, MIAC and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of MnDOT. MIAC is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mnd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with MIAC and made available to MnDOT upon request.

**17. Assignment and Amendments**

17.1 *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.

17.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

**18. Waiver; Contract Complete**

18.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.

18.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

**19. Termination or Suspension**

19.1 This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party.

19.2 MnDOT may immediately terminate this contract 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 MIAC. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, MIAC will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide MIAC notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

19.3 MnDOT may immediately suspend this contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by MIAC during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

**MINNESOTA INDIAN AFFAIRS COUNCIL**

MIAC certifies that the appropriate person(s) have executed the contract on behalf of MIAC as required by applicable articles, bylaws, resolutions or ordinances.

By: [Signature]  
Title: Chairman  
Date: 6/27/18

**COMMISSIONER OF TRANSPORTATION**

By: [Signature]  
Title: Assistant Commissioner or Assistant Division Director Engineering Services  
Date: 6/28/2018

**MINNESOTA INDIAN AFFAIRS COUNCIL**

MIAC certifies that the appropriate person(s) have executed the contract on behalf of MIAC as required by applicable articles, bylaws, resolutions or ordinances.

By: [Signature]  
Title: Executive Director  
Date: 6/27/18

**STATE ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Melissa Brand  
Date: 6/27/18  
SWIFT Contract #: 143969  
SWIFT Purchase Order #: 3000423101

MnDOT Contract 1030889  
**COMMISSIONER OF ADMINISTRATION**

By: [Signature]  
Date: 6-28-2018

Exhibit A  
Scope of Work

The scope of this work includes assisting the State with burial recovery efforts at the inadvertently disturbed native cemetery on T.H. 23 near Mission Creek in Duluth, Mn. Work items will include coordinating with the State, the Fond du Lac Band and the Office of the State Archaeologist (OSA) to direct the State's consultant for restoration the as per Minnesota statute §307.08. The following tasks are included:

- Weekly meetings, State, OSA and Fond du Lac staff
- Regular communications with consultant and State
- Oversight of the burial recovery site to ensure that human remains and cultural artifacts are identified, handled with proper care and respect, and turned over to the Fond du Lac community for repatriation.
- Communications with the Fond du Lac Reservation Business Council
- provide appropriate training to burial recovery workers
- transportation of recovered materials to appropriate repositories

Contractor will provide their own vehicles and equipment for this work.

Exhibit B  
Budget

Employee	Rate (1) (2)		FY 2019 Amount	Cost
Cultural Resource Director	\$ 52.31	Hour	1600	3200 \$ 167,392.00
Cultural Resource Specialist- Regular	\$ 36.10	Hour	2000	3600 \$ 129,960.00
Cultural Resource Specialist-OT@1.5 X plus FICA	\$ 37.75	Hour	250	450 \$ 16,987.50
				\$ 314,339.50
Direct Expenses				
Lodging	\$ 100.00	Night	200	400 \$ 40,000.00
Meals	\$ 36.00	Day	250	450 \$ 16,200.00
Mileage	\$ 0.545	miles	10,000	30000 \$ 16,350.00
Supplies	\$ 1,000.00	Annually		2000 \$ 2,000.00
(1) Includes fringe benefits.				\$ 74,550.00
Grand Total	\$ 388,889.50			

(1) Includes FICA, retirement, insurance  
(2) or current wage

**Minnesota Department of Transportation  
Reimbursement Rates for Travel Expenses**

<b>Subject</b>	<b>Conditions/Mileage</b>	<b>Rate</b>
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost
	<b><u>Meals</u></b>	
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person
	<b><u>Lodging</u></b>	
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

**Travel Status**

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

**Restrictions**

- (1) A maximum rate shown or a lesser rate per actual reimbursement to an employee.
- (2) Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
- (3) Include receipt or copy of receipt when more than \$10.00.
- (4) Reasonable for area of a stay.
- (5) The gratuity is included in maximum cost.
- (6) To be in Travel Status and at a commercial lodging.

**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_\_% (from Column 6 Progress Report)  
 Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1030889

Contract Expiration Date: November 20, 2020

SP Number: 6910-92 TH Number: 23

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_

Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$314,339.50			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$74550.00			
<b>Net Earnings Totals:</b>	<b>\$388,889.50</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Indian Affairs Council

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

**1 Term of Agreement**

- 1.1 **Effective date:** *March 27, 2018* or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

**2 Scope of Work**

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

**3 Consideration and Payment**

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

**4 Conditions of Payment**

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

**5 Authorized Representative**

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Gina Kundan or her successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is **Carolyn J. Trevis**, or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**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.

**1. STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Sue Buhl Digitally signed by Sue Buhl  
DN: cn=Sue Buhl  
Date: 2018.03.28 06:30:49  
-05'00'

Date: \_\_\_\_\_

139704 / 3000406466

**3. DEPARTMENT OF TRANSPORTATION (Agency)**

By: Melissa Brand Digitally signed by Melissa Brand  
DN: cn=Melissa Brand  
Date: 2018.03.28 08:44:32 -05'00'  
(with delegated authority)

Title: Asst. Director, Consultant Services

Date: 03/28/2018

**2. MINNESOTA MANAGEMENT & BUDGET**

By:   
(With delegated authority)

Title: CFO

Date: 3/28/18

**4. MnDOT CONTRACT MANAGEMENT**

By: Kyle Fisher Digitally signed by Kyle Fisher  
DN: cn=Kyle Fisher  
Date: 2018.03.28 09:30:58  
-05'00'

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** SPR CR18(001)

**Project Identification:** Cultural Resources Information System (CRIS) Phase III

This agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Geospatial Information Office (MnGeo).

This agreement is funded in whole or in part with federal dollars from CFDA #20.205.

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2019**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Source Type 0181.
- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A.

**3 Consideration and Payment**

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed **\$250,091.92**.

**4 Conditions of Payment**

- 4.1 All services provided by MnGeo 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 MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

- 5.1 MnDOT's Authorized Representative will be:
  - Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)
  - Address: Minnesota Department of Transportation  
Consultant Services, Mail Stop 680  
395 John Ireland Boulevard, St. Paul, MN 55155-1800
  - Telephone: 651-366-4692
  - E-Mail: [kendall.lausche@state.mn.us](mailto:kendall.lausche@state.mn.us)

5.2 MnDOT's Project Manager will be:

Name/Title: Michael Bergervoet, CRU Streamlining Manager (or his/her successor)  
Address: Minnesota Department of Transportation  
Cultural Resources Unit, Mail Stop 620  
395 John Ireland Boulevard, St. Paul, MN 55155-1800  
Telephone: 651-366-3616  
E-Mail: michael.bergervoet@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Dan Ross, Director  
Address: Minnesota Geospatial Information Office  
658 Cedar Street  
St. Paul, MN 55155  
Telephone: 651-201-2460  
E-Mail: dan.ross@state.mn.us

**6 Amendments**

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo 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, MnGeo 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.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (<http://mn.gov/oet/images/Std 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. MnGeo'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, MnGeo 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.

**MnDOT ENUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

SWIFT Contract ID No. 141802

SWIFT Purchase Order ID No. 3000414114

**MnDOT**  
(with delegated authority)

Signed:

Title:

Date:

**MNIT**

Signed: 

Title: Assistant Commissioner

Date: 5/7/18

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:

## **SCOPE**

MnDOT CRU is in need of assistance in the development of the third phase of the Cultural Resources Information System (CRIS). CRIS Phase III will focus on integrating the statewide archaeological site and historic property inventories, and primarily enhancing CRIS Phase II. CRIS Phase I replaced the legacy CRIS application with a web-based solution that assists MnDOT's Cultural Resources Unit (CRU) increase efficiency and reduce workload in tracking, recording, and managing reviews of MnDOT projects and their impacts on cultural resources. CRIS Phase I implemented a new Oracle database and the functionality required for basic data transactions – creating new data and editing existing data. CRIS Phase I also implemented the functionality and reporting needed to track CRU undertakings from beginning to end. CRIS Phase II further increased efficiency and reduced workload by adding Geographic Information System (GIS) functionality and other features to CRIS.

This contract further refines the current CRIS II system by fixing existing errors and providing better tools and GIS functionality. Moreover, CRIS Phase III will eventually provide real-time access to the State Historic Preservation Office's (SHPO) Historic Property Inventory plus provide real-time access to the Office of the State Archaeologist's (OSA) Sites Inventory via Web Map Service (WMS). The end result is a pooled inventory of cultural resources data both maintained and hosted by each respective agency. This saves MnDOT time, money, and boosts confidence in CRU review assessments and enhances financial effectiveness for all agencies involved. Existing permission levels in CRIS II carryover to CRIS III.

### **Task Descriptions**

*MnGEO will perform the following tasks:*

#### **Task 1 Project Management and Administration**

- 1.1 Monthly meetings with MnDOT staff will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by MnDOT.
- 1.2 General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 1.3 Project management of Java contractor, including Quality Assurance (QA)/Quality Control (QC) of deliverables in coordination with MnDOT.

#### **Task 2: Updated CRIS III with MnDOT Requested Changes as Documented**

- 2.1 Add OSA sites WMS layer to CRIS GIS environment.
- 2.2 Create and Add layer to CRIS GIS environment: OSA Quarter-Section Polygon WMS.
- 2.3 Add MnDOT Right-of-Way layer to CRIS GIS environment.
- 2.4 Add MnDOT State Transportation Improvement Program (STIP) layer to CRIS GIS environment.
- 2.5 Add specific GIS layers from Georilla.
- 2.6 Update GIS Layer Source Data Locations.
- 2.7 Search by Township-Range-Section and ZOOM TO in GIS environment.
- 2.8 Add Statewide Parcels Layer (if available).
- 2.9 Provide Minnesota Statewide Archaeological Predictive Model (MnModel) Phase 4 Layer Group in CRIS III (if available).
- 2.10 Adjust layer opacity/transparency.

#### **Task 3: Subcontract Java Enhancements Work**

- 3.1 Hire, direct and coordinate Java contractor to perform the following tasks:
  - 3.1.1 Notification functionality items:
    - 3.1.1.1 Fix: Clicking "Add Meeting" button under 'Consultation' gives system error.
    - 3.1.1.2 Enhance Early Notification Memo (ENM) generation.
  - 3.1.2 Report generation functionality:
    - 3.1.2.1 Generate Report (Crystal Reports) based on funding source.
    - 3.1.2.2 Generate Report (Crystal Reports) based on feature type.
    - 3.1.2.3 Provide ability to edit items under "Documents and Images" section for each undertaking.
    - 3.1.2.4 Provide ability to add new folder under "Documents and Images" section.

### 3.1.3 Database functionality:

- 3.1.3.1 Consolidate the geospatial and transactional applications.
- 3.1.3.2 Provide ability to enter multiple project numbers for an individual undertaking.
- 3.1.3.3 Track Exempt projects.
- 3.1.3.4 Ensure only the Application Manager can adjust User Role.
- 3.1.3.5 Turn off PUMA validation.
- 3.1.3.6 Cross-check project numbers in CRIS.
- 3.1.3.7 Fix: Repair "Advisory Council on Historic Properties (ACHP) participating" validation error.
- 3.1.3.8 Fix: Populate "Generated Last" date.
- 3.1.3.9 Tentative Enhancement: Removing Tribal Consultation rules.
- 3.1.3.10 Modification: Remove OSA- and SHPO-related data digitization in CRIS.
- 3.1.3.11 Integrate with MnDOT Capital Highway Information Management Enterprise System (CHIMES) database.
- 3.1.3.12 Provide ability to store multiple undertakings under the same project number.
- 3.1.3.13 Provide ability for individual Tribal Historic Preservation Officers (THPOs) to look up projects sent directly to them.

### 3.1.4 Other functionality:

- 3.1.4.1 Modify displayed text under "Findings."

## **Task 4: DevOps**

- 4.1 Java integration and review.
- 4.2 Coordinate and perform QA/QC on the Java components delivered by the Java Contractor in coordination with MnDOT staff.
- 4.3 Review and potentially upgrade version of current CRIS code/libraries.
- 4.4 Set up development environment.

## **Task 5: Managed Hosting - System Maintenance and Infrastructure**

- 5.1 Maintain MnGeo hosted development environment. For the purposes of this project, it is assumed that the development infrastructure will be available for 6 months of Fiscal Year (FY)18/FY19.
- 5.2 Provide a secure, reliable platform for deploying MnDOT's GIS data, web services, and applications. This includes problem solving, periodic software and system upgrades. New applications will be evaluated as needed against the capabilities of the infrastructure deployed.
- 5.3 Ensure system performance, provide adequate data storage and server resources for the system. Application performance will be assessed during testing in order to use results as a benchmark for consistent, periodic performance testing.
- 5.4 Address any reported issues.
- 5.5 Answer questions as appropriate.
- 5.6 Coordinate with Minnesota Information Technology (MNIT) Managed Hosting regular Operating System (OS) patching and updates.
- 5.7 Infrastructure costs will be billed monthly. System maintenance and administration will be billed as incurred.
  - 5.7.1 System maintenance has been separated from the infrastructure costs and will be assessed each month. System maintenance is assessed at 40 hours per server per year. The infrastructure budget includes the system maintenance costs for the development environment.

## **MnDOT Deliverables, Duties, and Responsibilities**

Under the terms of this agreement, MnDOT will:

- 1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT staff.
- 2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
- 3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.
- 4. Provide MnGeo with timely access to data required from MnDOT databases as required for this project work.
- 5. Perform QA/QC on the Java components delivered by the Java contractor in coordination with MnGeo staff.

**Direct Labor Costs**

Task	GIS Intermediate	GIS Advanced	Total
<b>Task 1</b>			
Project Management and Administration	313	254	567
<b>Task 2</b>			
Updated CRIS III with MnDOT Requested Changes as Documented	756	138	894
<b>Task 3</b>			
Subcontract Java Enhancements Work	0	0	0
<b>Task 4</b>			
DevOps	150	150	300
<b>Task 5</b>			
Managed Hosting - System Maintenance and Infrastructure	40	0	40
<b>Total Hours</b>	1259	542	1801
<b>Fixed Hourly Rate</b>	\$ 80.60	\$ 95.70	
<b>Total Direct Labor Costs:</b>	\$ 101,475.40	\$ 51,869.40	\$ 153,344.80

**Direct Expense Costs (must provide documentation)**

Description	Rate	Unit	Cost
Dev Environment	\$ 330.00	6	\$ 1,980.00
<b>Total Direct Expenses</b>			<b>\$ 1,980.00</b>

**Subcontractor (Java)**

<b>Total Hours</b>		990.252
<b>Fixed Hourly Rate</b>	\$	95.70
<b>Total Direct Labor Costs:</b>	\$	<b>94,767.12</b>

**TOTAL CONTRACT AMOUNT** \$ **250,091.92**



**MAD Project Number: 2018-120  
 INTERAGENCY AGREEMENT  
 for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Kristina Krull

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year: 2018	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$3,640.00	Amount of Contract First FY: 3,640.00	
Category Code: 80101500	Category Code:	Category Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790068	Appr:	Appr:
Dept ID: T7930015	Dept ID:	Dept ID:
Account Code:	Account Code:	Account Code:
Amount: 3,640.00	Amount:	Amount:

PROJECT: T0001020 SOURCE: 0253

Processing Information: (Some entries may not apply.) Begin Date: \_\_\_\_\_ End Date: 06/30/2018

Contract: 140503  
 Number/Date/Entry Initials

Order: 3000409157  
 Number/Date/Signatures

*[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will add other languages to Snap, do some testing and revisions as needed, do technical administration and export the data.

**2. Authorized Representatives:**

The following persons will be the primary authorized representatives for all matters concerning this agreement. Management Analysis and Development: Kristina Krull Requesting Agency: Renee Raduenz

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 26 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$3,640.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

**5. Effective Dates:**

This agreement is effective April 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized agent for the purposes of this agreement is Eric Davis. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1 a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

<b>1. Requesting Agency</b>	<b>2. Management Analysis and Development</b>
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>April 2, 2018</i>
<b>3. MnDOT Contract Management</b>	
By:	
Title:	
Date:	

## STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Management and Budget (MMB), 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, and Minnesota Department of Transportation (MNDOT), 395 John Ireland Blvd., Saint Paul, MN 55155.

### Agreement

#### 1 Term of Agreement

- 1.1 *Effective date:* May 1, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* June 29, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Scope of Work

MMB's Enterprise Talent Development (ETD) division is to deliver one one-hour session titled "Creative Thinking – How to Think Differently to Get Better Results". This session is scheduled to take place on May 24, 2018, from 2:00 p.m. – 3:00 p.m. at Dakota Lodge, 1200 Stassen Lane, West Saint Paul, MN 55118. (In unforeseen circumstances, the dates, times, and/or location may be subject to change.)

#### 3 Consideration and Payment

MMB will invoice a lump of \$550.00 for services and materials actually provided. Invoices are sent directly from SWIFT to [t7901accountspayable.dot@state.mn.us](mailto:t7901accountspayable.dot@state.mn.us). MNDOT is to pay within 30 days of receipt of invoice.

The payment is to be made to MMB using the applicable vendor number accounting information: **G100000000**  
Location: **001**

The total obligation of MNDOT for all compensation and reimbursements to MMB under this agreement will not exceed \$550.00.

#### 4 Conditions of Payment

All services provided by MMB under this agreement must be performed to MNDOT's satisfaction, as determined at the sole discretion of MNDOT's Authorized Representative.

#### 5 Authorized Representative

MMB's Authorized Representative is Sheila Moore, Learning and Development Manager, 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, (651) 259-3632, [sheila.moore@state.mn.us](mailto:sheila.moore@state.mn.us) or her successor.

MNDOT's Authorized Representative is Jim Cownie, Deputy Chief Counsel Construction and Contract Management, 395 John Ireland Blvd., Saint Paul, MN 55155, (651) 366-3024, [james.cownie@state.mn.us](mailto:james.cownie@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. In the event of such a cancellation, MMB shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

9 **Intellectual Property Rights**

Content and materials to be provided may be copyrighted and/or trademarked. State of Minnesota must abide by all copyright and trademark laws.

1. **STATE ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Sue Buhl 4/20/18  
(Please sign name here)

140843  
(Please print name here)

Date: 3000410300

2. **MN DEPARTMENT OF TRANSPORTATION**

By: Melissa Brand  
(With delegated authority - Please sign name here)

Melissa Brand  
(Please print name here)

Title: Asst. Director, consultant services

Date: 4/20/18

3. **MNDOT CONTRACT MANAGEMENT**

By: Ryan Hauke

Date: 4/20/18  
(Please print name here)

4. **MN MANAGEMENT & BUDGET**

By: Sheik Moore  
(With delegated authority - Please sign name here)

Sheik Moore  
(Please print name here)

Title: Mgr ETD

Date: 04/23/18

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Minnesota Department of Transportation (MnDOT), acting through its Commissioner, and Minnesota Indian Affairs Council.

**Background**

MnDOT and tribes routinely interact on transportation related matters. MnDOT's contribution to event will foster the continued relationship between the State and the Tribes.

**Agreement**

**1 Term of Agreement**

- 1.1 **Effective date:** April 15<sup>th</sup> 2018, or the date the parties obtain all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** August 7<sup>th</sup> 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**2 Scope of Work**

Contributing towards the cost of the Governor's Minnesota Tribal Youth Gathering event. The Governor's Minnesota Tribal Youth Gathering event is scheduled to take place on Friday July 27<sup>th</sup>, 2018 from 8 a.m. – 4:15 p.m. at the University of Minnesota-St. Paul.

**3 Consideration and Payment**

- 3.1 Minnesota Department of Transportation will pay for the services provided by the Minnesota Indian Affairs Council under this agreement on a lump sum basis of \$5,000.00.
- 3.2 Minnesota Indian Affairs Council will invoice Minnesota Department of Transportation in the amount of \$5,000.00 by June 30, 2018.
- 3.3 The total obligation of Minnesota Department of Transportation for all compensation and reimbursements to Minnesota Indian Affairs Council under this agreement will be \$5,000.00.

**4 Conditions of Payment**

All services provided by Minnesota Indian Affairs Council under this agreement must be performed to the Department of Transportation's satisfaction, as determined at the sole discretion of the Department of Transportation's Authorized Representative.

**5 Authorized Representative**

Department of Transportation's Authorized Representative is Daniel J DuHamel, Agency Business Director, 395 John Ireland Boulevard, St. Paul MN 55155 (651) 366-3190, or his/her successor.

Minnesota Indian Affairs Council's Authorized Representative is Dennis W. Olson Jr., Executive Director, 161 Saint Anthony Ave, Ste. 919 Saint Paul, MN 55103 (651)539-2202.

**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.

MINNESOTA INDIAN AFFAIRS COUNCIL

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.25 and 16C.05

By: [Signature]

By: Jessica G. Zaleski

Title: Chairman

SWIFT Contract No: 1031181

Date: 5/9/18

SWIFT PO No. 3000407954

Date: 5/23/18

DEPARTMENT OF TRANSPORTATION

By: [Signature]

By: Nancy Daubenberger

Title: Executive Director

Title: Engineering Services Division Director

Date: 5/9/18

Date: 5/23/2018

MnDOT CONTRACT MANAGEMENT

By: [Signature]

Date: 5/29/18

STATE ENCUMBRANCE VERIFICATION

## INTERAGENCY AGREEMENT

### Recitals:

The Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Human Services ("DHS") are authorized to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

As MnDOT continues to participate in statewide efforts to end and prevent homelessness, it is important that the department get information pertaining to how it can improve greater Minnesota transit services, as well as understand the scope of encampments on state owned right of way. The surveys conducted by Wilder Research are important tools in gathering that information statewide.

Now it is agreed:

### 1. Duties:

#### 1.1 DHS's Duties:

DHS shall: contract with Wilder Research ("Wilder Research") of the Amherst H. Wilder Foundation for reports based on data collected during the 2018 homeless survey. Wilder Research will conduct two surveys: a statewide survey of homeless adults and youth and a companion study of homelessness on Minnesota Indian Reservations.

- A. Wilder Research will prepare a statewide survey of homeless adults and youth that includes:
- a. Detailed information about the characteristics of those persons experiencing homelessness including adults, children who accompany them as well as youth who are on their own.
  - b. Comparative data, when available to compare the characteristics of persons experiencing homelessness to those persons in the general population and to describe the housing history, service use and related health and welfare issues surrounding the experience of homelessness.
  - c. Provide detailed information on the health care, utilization and needs as well as demographic characteristics of those living in emergency shelters, battered women's shelters and transitional living programs.
  - d. Information from a sample of person who live outdoors, on the streets, on state owned right of way, or in other areas not intended for human habitation.
- B. Wilder Research will prepare several specific reports and summary data organized for regional planning purposes. The reports will include detailed information including: extensive demographic information, previous housing history, education and employment history, length of residence in Minnesota, previous institutionalizations, history of incarceration separating federal prison, state prison and local jails, services use, current needs, receipt of benefits, veteran status, physical and mental health status, experiences of violence, substance use, family status (including the characteristics of children), and utilization of transportation and/or transit services. Reports concerning youth will also include the following information: school enrollment and participation, histories of abuse or neglect, previous out of home placement, pregnancy and parenting, reasons for not returning home, connection with adults and other resources, comparisons with other at-risk populations and the general population of youth as represented by the Minnesota Student

Survey.

- C. The reports that will be prepared are:
- a. A report to be prepared by May 2019, Preliminary Results of the Statewide Survey of Persons without Permanent Housing.
  - b. July 2019, Final Report on the Statewide Survey of Persons without Permanent Housing.
  - c. September 2019, Final Report on Homeless Unaccompanied Youth.
  - d. Regional Planning Reports describing detailed characteristics of persons experiencing homelessness within each region of the state.
  - e. Report on homeless veterans.
- D. Wilder Research will assemble an advisory group composed of staff members from each organization involved in funding and supporting the study. Wilder Research will seek to have regional representatives to assist in the development of regional information to be in Continuum of Care planning.
- E. Wilder Research will train interviewers recruited by Wilder Research, tribal staff and Advisory Committee members to conduct interviews for the study through a two hour training event led by the project director. Wilder Research will discuss best methods for training new and experience interviewers with the advisory committee members and implement those methods.
- F. Wilder Research will conduct a Reservation Companion Survey to document the nature of homelessness on Minnesota's Indian Reservations. The Reservation Companion Survey will include homeless people not included in the federal definition of "homeless" such as people staying with family or friend ("doubled up") and people living in homes lacking running water, electricity or heat. The Companion Survey will document the same kinds of information as in the Statewide Homeless Survey, but will also include a special set of questions pertaining specifically to doubled up people, such as the amount of crowding they experience, the adequacy of kitchen and bathroom facilities, sanitation and other issues.
- a. Wilder Research will discuss initial ideas for planning the survey with tribal housing and social service staff from all the participating reservations and staff from the Minnesota Department of Human Services and MN Housing. All tribal nations in the state will be invited to participate.
  - b. Wilder Research will prepare summary data for each reservation. Each summary will include the answers given by all the people surveyed on that reservation to all questions asked in the survey. Wilder Research's staff will be available to answer questions about the data and help with interpretation if requested.
  - c. If agreed upon by all the tribal councils of the participating reservation Wilder Research will provide an aggregate summary report.

**1.2. MnDOT's DUTIES:**

MnDOT shall: disburse payment upon receipt of invoices and work with DHS to monitor for the satisfactory completion of the work pursuant to this agreement.

## 2. CONSIDERATION AND TERMS OF PAYMENT

**2.1 Consideration.** Consideration for all services performed by DHS pursuant to this agreement shall be paid by MnDOT as follows: DHS must create and enter an invoice in SWIFT. The total funding for this agreement is Twenty thousand dollars (\$20,000). The entire amount of \$20,000 will be made available for reimbursement of expenses incurred from the effective date of this contract.

**2.2 Terms of Payment.** MnDOT will make payment using the bilateral netting process in SWIFT. Payment shall be made by MnDOT within 30 days after DHS has presented invoices for services performed to MnDOT.

**3. Conditions of Payment.** Conditions of Payment. All services provided by DHS pursuant to this agreement shall be performed to the satisfaction of MnDOT, as determined at the sole discretion of its authorized representative.

**4. Terms of Agreement.** This agreement shall be effective on April 30, 2018, or upon the date that the final required signature is obtained by DHS, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2019, or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.

**5. Cancellation.** This agreement may be canceled by MnDOT or DHS at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, DHS shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

**6. Authorized Representatives.** MnDOT'S authorized representative for the purposes of administration of this agreement is Daniel Duhamel or his successor. DHS'S authorized representative for the purposes of administration of this agreement is Traci Vibo, Housing Supports Contract Manager or her successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

**7. Assignment.** Neither DHS nor MnDOT shall assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.

**8. Amendments.** Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

**9. Liability.** DHS and MnDOT 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 the other and the results thereof. DHS and MnDOT liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.736, and other applicable law.

## 10. INFORMATION PRIVACY AND SECURITY.

- A. It is expressly agreed that DHS will not be disclosing or providing information protected under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the "Data Practices Act") as "not public data" on individuals to MnDOT under this Contract. "Not public data" means any data that is classified as confidential, private, nonpublic or protected nonpublic by statute, federal law, or temporary classification. Minn. Stat. § 13.02, subd. 8a.

- B. It is expressly agreed that MnDOT will not create, receive, maintain, or transmit "protected health information", as defined in the Health Insurance Portability and Accountability Act ("HIPAA"), 45 C.F.R. 160.103, on behalf of DHS for a function or activity regulated by 45 C.F.R. 160 or 164. Accordingly, MnDOT is not a "business associate" of DHS, as defined in HIPAA, 45 C.F.R. §160.103 as a result of, or in connection with, this Agreement. Therefore, MnDOT is not required to comply with the privacy provisions of HIPAA as a result of, or for purposes of, performing under this Agreement. If MnDOT has responsibilities to comply with the Data Practices Act or HIPAA for reasons other than this Agreement, MnDOT will be responsible for its own compliance.
- C. Notwithstanding paragraph A and B, in its capacity as MnDOT under this Contract, MnDOT must comply with the provisions of the Data Practices Act under Minn. Stat., Ch. 13. Any data created, collected, received, stored, used, maintained or disseminated by MnDOT in performing its duties under this Agreement is subject to the protections of the Data Practices Act. The civil remedies of Minnesota Statutes, section 13.08 apply to the release of the data governed by the Data Practices Act, Minnesota Statutes, Ch. 13, by either MnDOT or DHS.
- E. If MnDOT receives a request to release data created, collected, received, stored, used, maintained or disseminated by MnDOT in performing its duties under this Contract, MnDOT must immediately notify and consult with DHS's Authorized Representative as to how MnDOT should respond to the request.

**11. Other Provisions. None**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

APPROVED:

**1. MnDOT ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05*

By: Sue Buhl

Date: 6.5.18

SWIFT Contract No: 142807

SWIFT PO #: 3000418369

**2. DHS**

By: E. Schubert

Title: Housing Services Manager 4

Date: 6/6/2018

**3. MnDOT**

By: Melissa Brand

*With delegated authority*

Title: Asst. Director, Consultant Services

Date: 06/05/18

**4. MnDOT Contract Management**

By: Myra Hauke  
*Form and execution*

Title: Contracts Mgmt Supr.

Date: 6/5/2018

Distribution: via email

MnDOT – Original (fully executed) contract

MnDOT Contract Management

DHS Contracting, Procurement & Legal Compliance, Contracts Unit- #0238



STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

Project ID Number : Multiple  
Trunk Highway Number (TH): Multiple  
Project Identification: State Patrol Extraordinary Enforcement in Maintenance Work Zones.

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS")

**Agreement**

---

**1. Term of Agreement; Incorporation of Exhibits**

- 1.1. **Effective Date:** This Agreement will be effective on the date signed by all necessary MnDOT and DPS officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This Agreement will expire on June 30, 2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Appendix A, a cost calculation matrix, and Appendix B, entitled "Procedures for the Use of Extraordinary Enforcement in Maintenance Work Zones", are attached and incorporated into this Agreement.

**2. Scope of Work**

- 2.1. MnDOT conducts maintenance work with internal forces using Project ID Numbers to track work on highways statewide. For some maintenance work, MnDOT believes that having State Troopers provide "extraordinary" traffic law enforcement in work zones (enforcement beyond the normal, routine Patrol activity) will help to make those work zones safer. DPS is willing to provide such extraordinary enforcement if MnDOT reimburses DPS the cost of providing such enforcement. This initial effort will be a pilot to evaluate whether to pursue a longer term program for maintenance work and associated funding corresponding to extraordinary law enforcement by DPS.
- 2.2. DPS will provide off-duty State Patrol officers for extraordinary traffic enforcement and traffic control upon request from MnDOT, and in accordance with the attached "Procedures for the Use of Extraordinary Enforcement in Maintenance Work Zones".
- 2.3. MnDOT will reimburse DPS for State Patrol services as specified in Article 3.
- 2.4. DPS will invoice MnDOT as specified in Article 4.
- 2.5. DPS will, at regular intervals but no less than once annually, provide MnDOT with a spreadsheet suitable for verifying the State Patrol hours and wages being billed to MnDOT maintenance projects for extraordinary traffic enforcement and traffic control. Format of the spreadsheet will be mutually agreed to by the parties.

**3. Consideration and Payment**

- 3.1. MnDOT will reimburse DPS for the extraordinary enforcement services on the following basis:
  - 3.1.1. The actual rate of overtime wage paid for every hour the State Patrol Officer is engaged in extraordinary enforcement, such wages to be determined in accordance with Appendix A.

RG

- 3.1.2. Retirement benefit overhead will be paid, at the prevailing rate, applied to all hours paid in accordance with Article 3.1.1 above.
  - 3.1.3. DPS indirect/administrative costs will be paid, at the prevailing rate, applied to the costs specified in Articles 3.1.1 and 3.1.2 above.
  - 3.1.4. An allocated share of FICA and a workers comp factor will be paid, in accordance with the table in Appendix A.
  - 3.1.5. Travel to the maintenance work zone, patrol mileage, and return to base will be paid at the established rate for the class of vehicle used.
  - 3.1.6. Subsistence and lodging will be paid in accordance with the specifications of the applicable collective bargaining agreement. Copies of expense vouchers must be submitted with invoices.
- 3.2. Appendix A illustrates an estimated rate for State Fiscal Year 2018. Invoices will be based on actual rates applicable at the time services are provided by DPS. Rates are subject to change every state fiscal year. Upon ratification of DPS collective bargaining agreements, near the start of each fiscal year, DPS will provide MnDOT with a revised Appendix A. Upon acceptance by MnDOT, such revised Appendix A will be incorporated into and become part of this Agreement upon execution of an amendment in accordance with Article 6.1 below.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed **Eighty Thousand and 00/100 Dollars (\$80,000)**.

**4. Conditions of Payment**

- 4.1. All services provided by DPS 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 calendar days after receiving DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 calendar days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 calendar days of receipt of such corrected invoice.
- 4.3. DPS must create and enter an invoice in SWIFT.
- 4.4. MnDOT will make payment using the bilateral netting process in SWIFT.
- 4.5. DPS will invoice MnDOT on a bi-weekly basis. Invoices must itemize hours worked, retirement costs, indirect costs, travel costs, and subsistence/lodging costs; and must be in accordance with the following: All invoices must refer to the individual maintenance Project ID Number. The Project ID Number will be provided to the District Patrol Captain and Patrol Officer by the Area Maintenance Engineer coordinating the State Patrol services.
- 4.6. If funding for extraordinary enforcement is transferred to MnDOT district offices, then DPS will be required to submit invoices to the appropriate MnDOT district for payment.

**5. Authorized Representatives**

5.1. MnDOT's Authorized Representative and Project Manager will be:

Name: Steve Lund, State Maintenance Engineer, (or successor)

Address: 395 John Ireland Blvd MS: 700

City/State/Zip: St Paul, MN 55155-1899

Telephone: 651-366-3566

Fax: 651-366-3555

E-Mail: Steven.lund@state.mn.us

5.2. DPS's Authorized Representative will be:

Name: Matthew Langer, Colonel, Minnesota State Patrol , (or successor)

Address: 445 Minnesota Street Suite 130

City/State/Zip: St Paul, MN 55101-5130

Telephone: 651-201-7114

Mobile: 612-919-8178

E-Mail: matthew.langer@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. Upon termination of this Agreement, DPS will be entitled to payment for services satisfactorily performed prior to termination.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05

By: [Signature]

Date: 6/22/18

SWIFT Contract ID: 143653

Purchase Order ID: F418 3000421742  
F419 3000421767

**DEPARTMENT OF PUBLIC SAFETY**

By: [Signature]

Title: CHIEF

Date: 6-20-18

**DEPARTMENT OF TRANSPORTATION**

By: [Signature]

Title: Asst/Division Director - Ops

Date: 6/22/18

**MNDOT CONTRACT MANAGEMENT**

By: [Signature]

Date: 6/22/18

## Appendix A

Attached to Contract# 1031266

8th Step Trooper Overtime Rate*		\$51.95
	<b>FY2018</b>	
Retirement*	24.1%	\$12.51
Indirect/Administrative Costs**	7.15%	\$3.71
FICA***	1.45%	\$0.75
Worker's Comp Factor***	2.10%	\$1.09
Mileage (40 miles, .545 per mile)	0.545	\$21.80
<b>Total</b>		<b>\$91.81</b>

Example shows Trooper at step 8 without any differentials. This is an example only. Actual Trooper rates will vary in accordance with collective bargaining agreement(s).

\*Rate determined by State Law in accordance with collective bargaining agreement

\*\*Rate determined annually and approved by Minnesota Management and Budget (MMB)

\*\*\*Includes funds that go to parties: Minnesota State Patrol and Fiscal Administrative Staff

\*\*\*Rate determined by Federal Law

Mileage is indexed to the Federal IRS rate and subject to change each FY

This is the initial appendix; this appendix may be revised annually in accordance with article 3.2 of the agreement

**Appendix B**  
**PROCEDURES FOR THE USE OF EXTRAORDINARY ENFORCEMENT**  
**EFFORTS IN MAINTENANCE WORK ZONES**

**POSITION STATEMENT**

The Minnesota Department of Transportation (MnDOT) intends to employ extraordinary traffic enforcement and surveillance efforts in maintenance work zones (projects), when those efforts can reasonably be expected to increase the safety of the traveling public and/or maintenance personnel. The Federal Highway Administration promotes the use of Extraordinary Enforcement to enhance work zone safety.

When such extraordinary efforts are utilized, the costs experienced by the providing law enforcement agency, typically the State Patrol, should be borne by MnDOT. The need for such efforts should, if possible, be identified early in the maintenance work planning process, so that the efforts of both agencies can best be coordinated.

It is the intention of MnDOT to employ the State Patrol on select maintenance projects that have a higher risk to the traveling public and maintenance staff which includes locations with poor sight distance, high speed and traffic volume. These include work that requires lane closures or moving work zone operations. Charges to the Maintenance Project ID Number will be expected for the extraordinary enforcement effort when costs are incurred by the State Patrol. The use of the State Patrol is considered cost effective because no other practical alternative exists.

**DEFINITIONS**

The extraordinary enforcement that meets this following definition may be utilized under this Agreement: When District Maintenance, in coordination with their District State Patrol Office, determines extraordinary enforcement is essential to the safety of a maintenance work zone and needs to guarantee enforcement presence, they may request extraordinary enforcement by submitting a request to the MnDOT Office of Maintenance (CO Maintenance) in accordance with the provisions of this agreement. This will enable a dedicated service that State Patrol will provide.

**PROCEDURES**

The following procedure shall be used when it is determined that extraordinary traffic enforcement efforts are needed. This procedure shall be used when completing the work planning process. Coordination and concurrence of the State Patrol District Office must occur prior to submitting a request to CO Maintenance. Requests must be submitted to CO Maintenance at least 3 days prior of the actual work taking place.

<b>Responsible Organization</b>	<b>Required Action</b>
District Maintenance	Determine the need for enforcement effort. Contact State Patrol District Captain to discuss need.
State Patrol District	Develop enforcement plan. Estimate plan costs and submit to the designated District Maintenance contacts for review.
District Maintenance	Submit request form to CO Maintenance for review and approval
CO Maintenance	Review and respond to district request
State Patrol Headquarters	Invoice CO Maintenance referencing the contract number and Project ID Number
CO Maintenance/Construction	Review invoice and facilitate payment of the invoice to State Patrol
MnDOT Accounts Payable	Pay invoice

NOTE: In emergency situations where dedicated extraordinary enforcement is required, paid enforcement may proceed with verbal approval from the following: 1) the Office Director or Maintenance Operations Engineer in the MnDOT Office of Maintenance, or designee; and 2) the State Patrol District Captain.



# ORIGINAL

MnDOT Contract No. 1031285



Grant Agreement

Page 1 of 2

<b>Minnesota Department of Public Safety ("State")</b> Office of Traffic Safety 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150	<b>Grant Program:</b> 2018 National Highway Traffic Safety Administration (NHTSA): Drowsy Driving Study <b>Project No.:</b> 18-06-15 <b>Grant Agreement No.:</b> A-DRWSY18-2018-MNDOT-002
<b>Grantee:</b> Minnesota Department of Transportation Office of Traffic Safety and Operations 1500 West County Road B2-MS 725 Roseville, Minnesota, 55113	<b>Grant Agreement Term:</b> <b>Effective Date:</b> 05/01/2018 <b>Expiration Date:</b> 09/30/2019
<b>Grantee's Authorized Representative:</b> Ron Bisek Minnesota Department of Transportation 395 John Ireland Blvd Saint Paul, MN 55155 <a href="mailto:Ronald.bisek@state.mn.us">Ronald.bisek@state.mn.us</a>	<b>Grant Agreement Amount:</b> Original Agreement                      \$215,000.00 Matching Requirement                      \$0.00
<b>State's Authorized Representative:</b> Office of Traffic Safety Kristen Oster Grant Coordinator 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150 Phone: (651) 201-7077 Email: <a href="mailto:Kristen.oster@state.mn.us">Kristen.oster@state.mn.us</a>	Federal Funding: CFDA 20.600 FAIN: 18X9204020MN17 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

**Term:** Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**The Grantee will:**

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2018 National Highway Traffic Safety Administration (NHTSA): Drowsy Driving Study Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at the Department of Public Safety, Office of Traffic Safety, 445 Minnesota Street, #150, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2018 National Highway Traffic Safety Administration (NHTSA): Drowsy Driving Study Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

**Budget Revisions:** The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the



Grant Agreement

matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

*Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.*

Signed: Jean Novak  
Date: 6/7/2018

Grant Agreement No. A-DRWSY18-2018-MNDOT-002  
SWIFT PO No. 3-53566

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.*

By: Gale Kolbe  
Title: Assistant State Traffic Engineer  
Date: 5/18/2018

By: Maureen Newville  
Digitally signed by Maureen Newville  
DN: cn=Maureen Newville  
Date: 2018.05.31 08:42:49 -0500  
Title: on behalf of the Agency Grant Supervisor  
Date: \_\_\_\_\_

By: Kyle Fisher  
Digitally signed by Kyle Fisher  
DN: cn=Kyle Fisher  
Date: 2018.06.01 07:51:03 -0500  
Title: \_\_\_\_\_  
Date: Contract Admin.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**3. STATE AGENCY**

By: Jason Palmer  
(with delegated authority)  
Title: SYM  
Date: 6-7-2018

Gale Kolbe  
6/8/18

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

## 2018 NHTSA Funding RFP - Drowsy Driving Study

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-DRWSY18-2018-MNDOT-002

## Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Validating a Roadside Tool to Assess Driver Fatigue	\$215,000.00	\$0.00	
Total	\$215,000.00	\$0.00	
Total	\$215,000.00	\$0.00	

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 *Effective date:* May 22, 2018 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Jodi Mathiason or her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Carolyn J. Trevis, or her/his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

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.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Sue Bunn

Date: 6-5-18

Purchase Order No.: 142800/3000418289

3. DEPARTMENT OF TRANSPORTATION (Agency)

By: [Signature]  
(with delegated authority)

Title: Director of Human Resources

Date: 5-30-18

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]  
(With delegated authority)

Title: CFO

Date: 6-5-18

Minnesota Department of Transportation  
Contract Management

By: [Signature]

Title: Contracts Mgmt Supv.

Date: 6/5/18

**STATE OF MINNESOTA  
INTERAGENCY AGREEMENT**

**Federal Project Number:** SPR CR18(001)

**Project Identification:** OSA Portal Phase 1 Issue Resolution

This agreement is between the Minnesota Department of Transportation (“MnDOT”), **Minnesota Department of Administration (ADMIN)**, and **Minnesota Geospatial Information Office (MnGEO)**.

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2019**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

**2 Scope of Work**

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit A.

**3 Consideration and Payment**

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit B.
- 3.2 **Total Obligation.** MnDOT will pay eighty percent of the project cost (up to \$127,120.22). ADMIN will pay twenty percent of the project costs (up to \$31,780.06). The total obligation for all compensation and reimbursements to MnGEO under this agreement will not exceed **\$158,900.28**.

**4 Conditions of Payment**

- 4.1 All services provided by MnGEO 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 MnGEO invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGEO within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGEO within 30 days of receipt of such invoice.
- 4.3 MnGEO must submit separate invoices to MnDOT and ADMIN for the work performed each month. Invoices will be split (MnDOT 80%, ADMIN 20%).

**5 Agreement Personnel**

5.1 MnDOT’s Authorized Representative will be:

Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)  
Address: Minnesota Department of Transportation  
Consultant Services, Mail Stop 680  
395 John Ireland Boulevard, St. Paul, MN 55155-1800  
Telephone: 651-366-4692  
E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT’s Project Manager will be:

Name/Title: Michael Bergervoet, CRU Streamlining Manager (or his/her successor)

Address: Minnesota Department of Transportation  
Cultural Resources Unit, Mail Stop 620  
395 John Ireland Boulevard, St. Paul, MN 55155-1800  
Telephone: 651-366-3616  
E-Mail: michael.bergervoet@state.mn.us

5.3 ADMIN's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske, Acting Assistant Commissioner  
Address: Minnesota Department of Administration  
50 Sherburne Avenue, Suite 201  
St. Paul, MN 55155  
Telephone: 651-201-2501  
E-Mail: laurie.beyer-kropuenske@state.mn.us

5.4 MnGeo's Authorized Representative will be:

Name/Title: Dan Ross, Director  
Address: Minnesota Geospatial Information Office  
658 Cedar Street  
St. Paul, MN 55155  
Telephone: 651-201-2460  
E-Mail: dan.ross@state.mn.us

6 Amendments

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo 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, MnGeo 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.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Std\\_State\\_Accessibility.pdf](http://mn.gov/oet/images/Std_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. MnGeo'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, MnGeo 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.

**MnDOT ENUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: Melissa Brand  
 Date: Brand

Digitally signed by Melissa Brand  
 DN: cn=Melissa Brand  
 Date: 2018.06.25 16:46:38 -05'00'

SWIFT Contract ID No. 143827

SWIFT Purchase Order ID No. 3000422396

**MnDOT (with delegated authority)**

Signed: Chris Roy  
 Title: Chris Roy  
 Date: 2018.06.26 14:45:42 -05'00'

Digitally signed by Chris Roy  
 Date: 2018.06.26 14:45:42 -05'00'

**MNIT**

Signed: [Signature]  
 Title: Assistant Commissioner  
 Date: 6/25/18

**MnDOT CONTRACT MANAGEMENT**

Signed: James Cownie  
 Date: James Cownie

Digitally signed by James Cownie  
 DN: cn=James Cownie  
 Date: 2018.06.26 16:37:43 -05'00'

**ADMIN**

Signed: [Signature]  
 Title: Acting Asst Commr  
 Date: 6/25/18

**SCOPE**

MnDOT Cultural Resources Unit (CRU) is in need of assistance in Geographic Information System (GIS) Professional Services required to support the business needs of MnDOT, the Minnesota Department of Administration (ADMIN), and the Office of the State Archaeologist (OSA) for support of the OSA Portal Online Application.

This contract consists of a series of tasks as described below. In some instances, it may be necessary for staff from the OSA team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

**Task Descriptions**

*MnGeo will perform the following tasks:*

**Task 1 Project Management and Administration**

- 1.1 Monthly meetings with MnDOT and OSA staff will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by OSA.
- 1.2 General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 1.3 General project management services including status reports, meetings with clients, detailed requirements gathering, Quality Assurance (QA)/Quality Control (QC) of deliverables, tasks and deliverables definitions and creation, and project communication. Project management was calculated by 20% of the total hours estimated for the project.

**Task 2 Fixes for Phase I of the OSA Portal**

- 2.1 This task is for minor breaks, fixes and cosmetic changes to the portal and does not include adding new functionality. MnGeo will provide the following services following best practices, documenting deployments, and updating system information:
  - 2.1.1 Document and test change management process for updates of production from dev/test environment.
  - 2.1.2 Change management requests and roll-back planning process and submitting change requests.
  - 2.1.3 Security review with OSA's primary contact. Compile necessary info, share with group and handle responses.
  - 2.1.4 Wrap up and documentation.
  - 2.1.5 This agreement does NOT include major enhancements to the portal, data, web services, etc.

**MnDOT and ADMIN Deliverables, Duties, and Responsibilities**

Under the terms of this agreement, MnDOT and ADMIN will;

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT and ADMIN's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

**Direct Labor Costs**

<b>Task</b>	<b>GIS Advanced</b>	<b>Total</b>
<b>Task 1</b>		
Project Management and Administration	283.4	283.4
<b>Task 2</b>		
Fixes for Phase I of the OSA Portal	1377	1377
<b>Total Hours</b>	<b>1660.4</b>	<b>1660.4</b>
<b>Fixed Hourly Rate</b>	<b>\$ 95.70</b>	
<b>Total Direct Labor Costs:</b>	<b>\$ 158,900.28</b>	<b>\$ 158,900.28</b>
 <b>TOTAL CONTRACT AMOUNT</b>	 <b>\$</b>	 <b>158,900.28</b>

STATE OF MINNESOTA  
INTERAGENCY AGREEMENT

**Project Identification:** Chemical Analysis of Highway Water Runoff Samples Collected

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and Minnesota Department of Health (“MDH”).

**Agreement**

**1 Term of Agreement; Incorporation of Exhibits**

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2019**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

**2 Scope of Work**

**2.1 Duties of MDH.** MDH will:

- 2.1.1 Provide analytical services for water and other environmental samples that will be collected and submitted by MnDOT. These services may include, but are not limited to, all or some constituents listed in Exhibit A.
- 2.1.2 With written consent from both parties, methods and/or technologies may be altered from those listed in Exhibit A, as long as the change is compliant with regulations.
- 2.1.3 MDH agrees to perform MnDOT environmental sample analysis using methods approved by regulation or referenced by permit, where applicable.
- 2.1.4 When multiple analytical methods are available MnDOT agrees to identify on the lab request form which method MDH should use for sample analysis. If none is specified MDH will contact MnDOT for method clarification prior to sample processing.
- 2.1.5 Furnish MnDOT with the following materials and equipment:
- Bottles, bottle labels, preservatives or other chemicals and other necessary materials to collect samples. When replacement sample collection materials are needed, MnDOT will notify MDH one week in advance with the amount and type of materials required.
  - Guidelines concerning the number and type of bottles needed for each type of test and other information needed to prepare water samples prior to submittal available at:
  - <http://www.health.state.mn.us/divs/phl/environmental/handbook.pdf>
- 2.1.6 Maintain quality control program consistent with Environmental Protection Agency (EPA) guidelines and be certified by the EPA for Drinking water analysis.
- 2.1.7 Enable MnDOT to have remote computer access (for inspection purposes), to MDH’s storage of partial results as MDH’s analyses are progressing to completion on MnDOT samples.
- 2.1.8 Advise MnDOT, in detail, on how chemical analysis results may be transferred from MDH’s analytical storage to MnDOT’s chemical and environmental computer data storage system using electronics and/or computer media. No compensation is contemplated for this advice.
- 2.1.9 Assist with personnel and material in the implementation of any automated data transfer plan when directed to do so by MnDOT.

*The MDH retention schedule for all raw and supporting data is five years.*

**2.2 Deliverables by MDH.**

- 2.2.1 The act of receiving a sample from MnDOT is a commitment by MDH to fulfill all requirements of the Agreement for the received sample. The received sample will be handled, stored and analyzed in accordance

with the EPA guidelines on a 24 hour, year round basis. Samples will be destroyed via current MDH sample disposal policies.

- 2.2.2 Should MDH fail to accomplish the guidelines, in their entirety, MnDOT will be notified by e-mail as soon as possible, but no later than 4:00 p.m. of the next business day, that samples were received. The foregoing failed sample will be analyzed to completion, if possible, unless MnDOT advises otherwise upon notification. MnDOT will retain the right to accept the results and pay the regular fee, or reject the results and not pay any fee on such failed samples.
- 2.2.3 Laboratory data logs will be available for inspection by MnDOT or its designated agent at MnDOT's or its agent's request.
- 2.2.4 MDH will perform MnDOT's priority sample test and return these test results within 10 business days or less.
- 2.2.5 Standard turnaround time (TAT) for the routine reporting time for water samples is 21 business days.
- 2.2.6 MDH will maintain the laboratory data logs in a way which will allow to identify, deliver and report separately the results of analyses conducted on the samples collected from each of the following:

<b>Projects:</b>	<b>Source Type for billing purposes:</b>
MnDOT's OES Projects (DD)	1071
MnDOT's Metro Tunnel Project (DR)	2195
MnDOT's Metro 610 Project (DT)	2195

**2.3 Duties of MnDOT.** MnDOT will:

- 2.3.1 Obtain the samples at sites collected by MnDOT and deliver the samples to MDH's Environmental Laboratory for analysis with a completed chain of custody form (COC).
- 2.3.2 Agree to submit COC minimum requirements according to the current MDH Sample Acceptance Policy: <http://www.health.state.mn.us/divs/phl/environmental/ops010.pdf>.
- 2.3.3 Record all information, in ink, with any changes lined through such that the original entry is visible include and the date and initials of the person making the change.

**3 Consideration and Payment**

3.1 MDH will be paid on a Unit Rate basis in accordance with Exhibit A. The cost of the work performed by MDH on water samples will be based on summation of the fixed price for each chemical constituent analysis requested as listed in Exhibit A. A monthly tabulation will list separately the analyses completed for each of the following:

<b>Projects:</b>	<b>Total Analyses will not exceed:</b>
MnDOT's OES Projects (DD)	\$20,000.00
MnDOT's Metro Tunnel Project (DR)	\$3,016.00
MnDOT's Metro 610 Project (DT)	\$16,800.00

- 3.2 MDH must submit invoices electronically for payment, using the format set forth in Exhibit B, accompanied by tabulation as cited in Article 3.1 when submitting invoices.
  - 3.2.1 Invoices for payment will be submitted by the 15th of every month.
  - 3.2.2 Payment will be based on the deliverables provided and made upon receipt of invoices from MDH.
  - 3.2.3 A final adjustment will be made after receipt of the final invoice and final audit so that total payments equal the exact cost of analytical services received by MnDOT.
  - 3.2.4 The Unit Rates identified in Exhibit A of this Agreement are the provisional rates approved for use in fiscal year 2019 and they are subject to final audit.
- 3.3 The table of fixed costs for individual chemical constituents listed in Exhibit A will remain in effect until June 30, 2019.
- 3.4 The cost of analysis performed by MDH for parameters not listed in Exhibit A, for underwater bottom samples and for monitoring, evaluating and advice as to the adequacy of the test sample analysis quality control programs of MnDOT and/or any private laboratory retained by MnDOT, will be added to the monthly costs tabulation and is listed in Exhibit A under Administrative consult.
- 3.5 Charges for priority work as noted in Article 2.2.4 of this agreement will be based on the standard charge listed in Exhibit A for the analysis plus a 50% surcharge for priority.
- 3.6 MnDOT will pay to MDH such direct expenses incurred by MDH for:

- 3.6.1 The purchases of containers, materials and supplies as may be required by MnDOT to facilitate the collection of samples for submission to MDH, but not analyzed by MDH.
- 3.6.2 Services from MDH found to be mutually agreeable by MDH and MnDOT.
- 3.7 If it appears at any time the payment to MDH will exceed the total obligation of this Agreement, MDH agrees that it will not perform any services in excess of that amount until MnDOT has advised it. An amendment will need to be processed.
- 3.8 In the event that a sample or parameters are not run as requested, MnDOT will make no payment.
- 3.9 The total obligation of MnDOT for all compensation and reimbursements to MDH under this Agreement will not exceed **\$39,816.00**.

**4 Conditions of Payment**

- 4.1 All services provided by MDH 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 MDH invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MDH within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MDH within 30 days of receipt of such invoice.
- 4.3 MDH must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at [ptinvoices.dot@state.mn.us](mailto:ptinvoices.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 Consultant Services Section.

**5 Agreement Personnel**

5.1 MnDOT's Authorized Representative will be:

Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)  
Address: Minnesota Department of Transportation  
Consultant Services, Mail Stop 680  
395 John Ireland Boulevard, St. Paul, MN 55155-1800  
Telephone: 651-366-4692  
E-Mail: [kendall.lausche@state.mn.us](mailto:kendall.lausche@state.mn.us)

5.2 MnDOT's Project Manager will be:

Name/Title: Harold Bottolfson, Transportation Program Specialist 3(or his/her successor)  
Address: Minnesota Department of Transportation  
Environmental Stewardship, Mail Stop 660  
6000 Minnehaha Avenue, St. Paul, MN 55111  
Telephone: 651-366-5812  
E-Mail: [harold.bottolfson@state.mn.us](mailto:harold.bottolfson@state.mn.us)

5.3 MDH's Authorized Representative will be:

Name: Paul Moyer, Environmental Lab Manager  
Address: Minnesota Department of Health  
601 Roberts Street North, P.O. Box 64975  
St. Paul, Minnesota 55164-0899  
Telephone: 651-201-5669  
E-Mail: [paul.moyer@state.mn.us](mailto:paul.moyer@state.mn.us)

**6 Amendments**

- 6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

**7 Liability**

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

**8 Termination**

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

**9 Plain Language; Accessibility Standards**

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MDH 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, MDH 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.** Except for designs, plans, layouts, maps and similar documents, MDH agrees to comply with the State of Minnesota's Accessibility Standard ([http://mn.gov/oet/images/Stnd\\_State\\_Accessibility.pdf](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. MDH's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

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- 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 ENUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

SWIFT Contract ID No. 143820

SWIFT Purchase Order ID No. 3000422384

**MnDOT**

(with delegated authority)

Signed:

Title:

Date:

**MDH**

Signed:

Title:

Date:

  
Amy Yolanda Castillo, Grants & Contrs. Coord.  
Financial Management  
6/25/18

**MnDOT CONTRACT MANAGEMENT**

Signed:

Date:



## Minnesota Department of Health Public Health Laboratory Division FY 2019 Price List

### General Chemistry

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Acetate IC	EPA 300.1	Non-potable Water	22
Alkalinity, Bicarbonate as CaCO <sub>3</sub> <sup>1</sup>	SM 2320 B 21 <sup>st</sup> ED	Drinking Water	0
	SM 2320 B-1997	Non-potable Water	
Alkalinity, Carbonate as CaCO <sub>3</sub> <sup>1</sup>	SM 2320 B 21 <sup>st</sup> ED	Drinking Water	0
	SM 2320 B-1997	Non-potable Water	
Alkalinity as CaCO <sub>3</sub>	SM 2320 B 21 <sup>st</sup> ED	Drinking Water	18
	SM 2320 B-1997	Non-potable Water	
Ammonia-N	EPA 350.1	Drinking Water	18
		Non-potable Water	
Ammonia-N, Dissolved	EPA 350.1	Drinking Water	18
		Non-potable Water	
Biochemical Oxygen Demand (BOD)	Hach 10360	Non-potable Water	59
Bromide 300.1	EPA 300.1	Drinking Water	18
		Non-potable Water	
Carboneous Biochemical Oxygen Demand (CBOD)	Hach 10360	Non-potable Water	62
Chemical Oxygen Demand	EPA 410.4	Drinking Water	29
		Non-potable Water	
Chemical Oxygen Demand, Dissolved	EPA 410.4	Drinking Water	29
		Non-potable Water	
Chloride 300.1	EPA 300.1	Drinking Water	18
		Non-potable Water	
Chlorophyll <i>a</i>	SM 10200 H-2001	Non-potable Water	44
Chlorophyll <i>a</i> Lab Filter	SM 10200 H-2001	Non-potable Water	71
Color	SM 2120 B 21 <sup>st</sup> ED	Drinking Water	16

<sup>1</sup>Calculation. Requires Total Alkalinity & pH for analysis.

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
	SM 2120 B-1997	Non-potable Water	
Conductivity	SM 2510 B 21 <sup>st</sup> ED SM 2510 B-1997	Drinking Water Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water Non-potable Water	98
Cyanide, Free	SM 4500-CN <sup>-</sup> F 21 <sup>st</sup> ED	Drinking Water	35
Dissolved Organic Carbon (DOC)	SM 5310 C 21 <sup>st</sup> ED SM 5310 C-2000	Drinking Water Non-potable Water	22
Fluoride	SM 4500-F <sup>-</sup> C 21 <sup>st</sup> ED SM 4500-F <sup>-</sup> C-1997	Drinking Water Non-potable Water	20
Fluoride, Dissolved	SM 4500-F <sup>-</sup> C 21 <sup>st</sup> ED SM 4500-F <sup>-</sup> C-1997	Drinking Water Non-potable Water	20
Kjeldahl Nitrogen as N (TKN)	EPA 351.2	Drinking Water Non-potable Water	37
Kjeldahl Nitrogen as N, Dissolved (TKN)	EPA 351.2	Drinking Water Non-potable Water	37
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Nitrate + Nitrite Nitrogen	SM 4500-NO <sub>3</sub> <sup>-</sup> F 21 <sup>st</sup> ED EPA 353.2	Drinking Water Non-potable Water	18
Nitrate + Nitrite Nitrogen, Dissolved	SM 4500-NO <sub>3</sub> <sup>-</sup> F 21 <sup>st</sup> ED EPA 353.2	Drinking Water Non-potable Water	18
Nitrite	SM 4500-NO <sub>2</sub> <sup>-</sup> B 21 <sup>st</sup> ED SM 4500-NO <sub>2</sub> <sup>-</sup> B-2000	Drinking Water Non-potable Water	28
Nitrite, Dissolved	SM 4500-NO <sub>2</sub> <sup>-</sup> B 21 <sup>st</sup> ED SM 4500-NO <sub>2</sub> <sup>-</sup> B-2000	Drinking Water Non-potable Water	28
Orthophosphate as Phosphate	EPA 365.1	Drinking Water	22
Orthophosphate as Phosphorus	SM 4500-P G-1999	Non-potable Water	22
Orthophosphate, Dissolved as Phosphate	EPA 365.1	Drinking Water	22
Orthophosphate, Dissolved as Phosphorus	SM 4500-P G-1999	Non-potable Water	22
pH	SM 4500-H <sup>+</sup> B 21 <sup>st</sup> ED SM4500-H <sup>+</sup> B-2000	Drinking Water Non-potable Water	15
Pheophytin <i>a</i>	SM 10200 H-2001	Non-potable Water	15
Phosphorus as Phosphate	SM 4500P I 21 <sup>st</sup> ED	Drinking Water	20
Phosphorus as Phosphorus	EPA 365.1	Non-potable Water	20
Phosphorus as Phosphorus, Dissolved	EPA 365.1	Non-potable Water	20
Silica	SM 4500-SiO <sub>2</sub> C 21 <sup>st</sup> ED SM 4500-SiO <sub>2</sub> C-1997	Drinking Water Non-potable Water	41

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Silica, Dissolved	SM 4500-SiO <sub>2</sub> C 21 <sup>st</sup> ED SM 4500-SiO <sub>2</sub> C-1997	Drinking Water Non-potable Water	41
Solids, Suspended	SM 2540 D 21 <sup>st</sup> ED SM 2540 D-1997	Drinking Water Non-potable Water	25
Solids, Suspended Volatile <sup>2</sup>	SM 2540 E 21 <sup>st</sup> ED SM 2540 E-1997	Drinking Water Non-potable Water	40
Solids, Total Dissolved	SM 2540 C 21 <sup>st</sup> ED SM 2540 C-1997	Drinking Water Non-potable Water	38
Solids, Total	SM 2540B 21 <sup>st</sup> ED SM 2540B-1997	Drinking Water Non-potable Water	31
Solids, Total Volatile <sup>2</sup>	SM 2540 E 21 <sup>st</sup> ED SM 2540 E-1997	Drinking Water Non-potable Water	48
Sulfate	EPA 300.1	Drinking Water Non-potable Water	18
Total Organic Carbon (TOC)	SM 5310 C 21 <sup>st</sup> ED SM 5310 C-2000	Drinking Water Non-potable Water	22
Turbidity	SM 2130 B 21 <sup>st</sup> ED SM 2130 B-2001	Drinking Water Non-potable Water	20
UV Absorbance @ 254 nm	SM 5910 B 21 <sup>st</sup> ED SM 5910 B-2000	Drinking Water Non-potable Water	35
UV Absorbance @ 440 nm	MDH	Drinking Water Non-potable Water	35
UV Absorption, specific <sup>3</sup>	Calculation	Drinking Water Non-potable Water	0

### Microbiology

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Coliform – MPN – QT	SM 9223 B 21 <sup>st</sup> ED	Drinking Water	26
Coliform – PA	SM 9223 B 21 <sup>st</sup> ED	Drinking Water	17
Coliform – PA (Surface Source Waters)	SM 9223 B 21 <sup>st</sup> ED	Drinking Water	17
E. coli – MPN – QT	SM 9223 B-1997	Non-potable Water	26

<sup>2</sup> Includes price of Total Suspended Solids or Total Solids analysis.

<sup>3</sup> Calculation. Requires UV Absorbance @ 254 nm & Dissolved Organic Carbon (DOC) for analysis.

### Metals

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Aluminum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Aluminum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Boron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Boron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Cadmium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cadmium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Calcium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO <sub>3</sub>	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO <sub>3</sub> , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Chromium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Chromium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt, Dissolved	EPA 200.8	Drinking Water	16

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
	EPA 200.8, EPA 6020	Non-potable Water	
Copper	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Hardness	SM 2340 B 21 <sup>st</sup> ED SM 2340 B-1997	Drinking Water Non-potable Water	16
Hardness, Dissolved (6010B)	SM 2340B-1997	Non-potable Water	16
Iron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	16
Iron, Low Level, Dissolved	EPA 200.7	Drinking Water Non-potable Water	16
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Lead	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lead, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Magnesium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO <sub>3</sub>	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO <sub>3</sub> , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Manganese	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Manganese, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Mercury 245.2, 1631	EPA 245.2, 1631	Drinking Water Non-potable Water	67

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Mercury 245.2, 1631, Dissolved	EPA 245.2, 1631	Drinking Water Non-potable Water	67
Methyl Mercury	EPA 1630	Non-potable Water	150
Methyl Mercury , Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Mercury, Ultra Low Level, Dissolved	EPA 1631E	Drinking Water Non-potable Water	80
Metals Quick Scan (Not Regulatory Compliant)	MDH	Drinking Water Non-potable Water	7
Molybdenum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Molybdenum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Potassium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Potassium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Selenium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Selenium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Sodium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Sodium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Strontium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Strontium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Titanium, Dissolved	EPA 200.8	Drinking Water	16
	EPA 200.8, EPA 6020	Non-potable Water	
Uranium	EPA 200.8	Drinking Water	25
		Non-potable Water	
Vanadium	EPA 200.8	Drinking Water	16
	EPA 200.8, EPA 6020	Non-potable Water	
Vanadium, Dissolved	EPA 200.8	Drinking Water	16
	EPA 200.8, EPA 6020	Non-potable Water	
Zinc	EPA 200.8	Drinking Water	16
	EPA 200.8, EPA 6020	Non-potable Water	
Zinc, Dissolved	EPA 200.8	Drinking Water	16
	EPA 200.8, EPA 6020	Non-potable Water	

### Radiochemistry

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Alpha and Beta, gross	MDH	Air Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water	80
		Non-potable Water	
Alpha, gross	EPA 900.0	Drinking Water	75
		Non-potable Water	
Gamma	SM 7120 B 21 <sup>st</sup> ED	Air	127
		Biological Materials	
		Drinking Water	
		Solid and Chem. Mat. Wipe	
Gamma	SM 7120 B-1997	Non-potable Water	127
Ni-63 Wipes	MDH	Wipe	46
Radium 226/228	EPA 903.0/904.0	Drinking Water	220
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water	85
		Non-potable Water	

### Organic Chemistry

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
1,4-Dioxane	MDH	Drinking Water Non-potable Water	125
BNAs in Water	EPA 508.1/EPA 525.2	Drinking Water	320
Carbamates in Water	EPA 531.1	Drinking Water	145
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	145
Glyphosate in Water	EPA 547	Drinking Water	125
HAA in Water	EPA 552.2	Drinking Water	230
Herbicides in Water	EPA 515.4	Drinking Water	240
PAHs in Water Full Scan Expanded List	EPA 8270D	Non-potable Water	500
PAHs in Water Full Scan Short List	EPA 8270D	Non-potable Water	500
PAHs in Water SIM Expanded List	EPA 8270D	Non-potable Water	500
PAHs in Water SIM Short List	EPA 8270D	Non-potable Water	500
PFAS	MDH	Drinking Water Non-potable Water	350
PFC Expanded List in Water	MDH	Drinking Water Non-potable Water	319
THMs in Water	EPA 524.2	Drinking Water	85
VOCs in Water 524, Low Level	EPA 524.2	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.2	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260B	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260B	Drinking Water Non-potable Water	95

### Additional Analyses for Prior Approval

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Acrylamide in Water	MDH	Drinking Water Non-potable Water	TBD <sup>4</sup>
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Arsenic Speciation	MDH	Drinking Water	90
Arsenic Speciation, Dissolved	MDH	Drinking Water	90
Blood Metals	MDH	Biological Materials	TBD <sup>4</sup>
BTZs and BTHs in Water	MDH	Non-potable Water	TBD <sup>4</sup>
BPA and BPS in Solids	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Coliform – MPN – QT High Volume (Not Regulatory Compliant)	EPA 1103.1 (Not Regulatory Compliant)	Drinking Water	TBD <sup>4</sup>
Cyanide in Whole Blood	MDH	Biological Materials	TBD <sup>4</sup>
Drugs in Water	MDH	Non-potable Water	TBD <sup>4</sup>
Designer Drug Panel	MDH	Biological Materials	TBD <sup>4</sup>
Environmental Phenols in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Extractable Iron in Sediment	MDH	Solid and Chem. Mat.	45
Fatty Acids in Plasma	MDH	Biological Materials	TBD <sup>4</sup>
Formaldehyde	MDH	Non-potable Water Solid and Chem. Mat.	TBD <sup>4</sup>
HBCD	MDH	Solid and Chem. Mat.	TBD <sup>4</sup>
Heterotrophic Plate Count	SimPlate	Drinking Water Non-potable Water	TBD <sup>4</sup>
Mercury in Bloodspots	MDH	Biological Materials	TBD <sup>4</sup>
Mercury in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Metals in Urine	MDH	Biological Materials	TBD <sup>4</sup>
Microcystin	Abraxis Method 520011	Non-potable Water	60
Microcystin Potable	EPA 546	Drinking Water	55
Multi Drug Panel	MDH	Biological Materials	TBD <sup>4</sup>
Opioid Panel	MDH	Biological Materials	TBD <sup>4</sup>
PFCs in Serum	MDH	Biological Materials	TBD <sup>4</sup>
Sand	Petrology of Sedimentary Rocks, 2 <sup>nd</sup> ED	Drinking Water Non-potable Water	50
Sulfide	SM 4500-S <sup>2-</sup> -E-2000	Non-potable Water	45
Sulfide, Acid-Volatile	SM 4500-S <sup>2-</sup> -J-2000	Solid and Chem. Mat.	65

<sup>4</sup>Contact lab for current price.

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Tin	EPA 200.8	Drinking Water	16
	EPA 200.8, EPA 6020	Non-potable Water	
Tin, Dissolved	EPA 200.8	Drinking Water	16
	EPA 200.8, EPA 6020	Non-potable Water	
VOCs in Blood/Serum	MDH	Biological Materials	TBD <sup>4</sup>

### Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Administrative Consult <sup>5</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 <sup>5</sup>
Administrative Fee <sup>6</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies <sup>6</sup>
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate <sup>5</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 <sup>5</sup>
Sample Containers <sup>7</sup>	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 <sup>7</sup>
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract <sup>8</sup>	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies <sup>8</sup>

<sup>5</sup>This analysis is billed on a per hour basis.

<sup>6</sup>This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

<sup>7</sup>Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

<sup>8</sup>This analysis is billed based on subcontract lab fee for the analysis requested and the current MDH indirect rate.

**INVOICE NO.** \_\_\_\_\_

Estimated Completion: \_\_\_\_\_% (from Column 6 Progress Report)

Final Invoice?  Yes  No

**Invoice Instructions:**

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package\*, **in the following order:**
  - a. Completed, Signed Invoice Form
  - b. Completed, Signed Progress Report Form (if applicable)
  - c. Supporting Documentation

*Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.*

5. E-mail the invoice package, in .pdf, to [ptinvoices.dot@state.mn.us](mailto:ptinvoices.dot@state.mn.us)

MnDOT Contract No. 1031449  
 Contract Expiration Date: June 30, 2019

Billing Period: From \_\_\_\_\_ to \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. OES Project Costs	\$20,000.00			
2. Metro Tunnel Project Costs	\$ 3,016.00			
3. Metro 610 Project Costs	\$16,800.00			
<b>Net Earnings Totals:</b>	<b>\$39,816.00</b>			
<b>Total Amount Due This Invoice:</b>				

<b>Contractor: Complete this table when submitting an invoice for payment</b>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
2195			
<b>Total**</b>			

\*\*Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Department of Health

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



**MAD Project Number: 2019-002**  
**INTERAGENCY AGREEMENT**  
**for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Ashley Johnson

**Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.**

Agency:	Fiscal Year: 2019	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$154,215.00	Amount of Contract First FY: \$154,215.00	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790083	Appr:	Appr:
Fin Dept ID: T7946703	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$154,215.00	Amount:	Amount:

SOURCE CODE: 0253      PROJECT ID:  
 Processing Information: (Some entries may not apply.)      Begin Date: \_\_\_\_\_      End Date: 06/30/2019

Contract: 143368  
 Number/Date/Entry Initials

Order: 3000420774  
 Number/Date/Signatures

*[Individual signing certifies that funds  
 have been encumbered as required by  
 Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

**1. Services to be Performed:**

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

**2. Contacts:**

The following persons will be the primary contacts for all matters concerning this agreement.  
Management Analysis and Development: Ashley Johnson      Requesting Agency: Donna Koren

**3. Consideration and Terms of Payment:**

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 1,091 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$1,475 for postage, travel, lodging, mileage and car rental costs that may be incurred. The total amount the Division will invoice under this agreement shall not exceed \$154,215.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

**4. Condition of Payment:**

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the State's Authorized Representative.

**5. Effective Dates:**

This agreement is effective July 2, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

**6. Termination:**

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

**7. Requesting Agency's Authorized Representative:**

The Requesting Agency's authorized representative for the purposes of this agreement is Cindy Gross. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

**8. Interagency Agreement Authorization:**

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

**9. Amendments:**

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

**10. State Audit:**

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

**11. Liability:**

Each party will be responsible for its own acts and behavior and the results thereof.

**Approved:**

1. Requesting Agency	2. Management Analysis and Development
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>June 13, 2018</i>

**3. MnDOT CONTRACT MANAGEMENT:**

BY/DATE:

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# Proposal

MnDOT—Manufacturers’ Perspective District 7  
June 1, 2018

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**Proposal prepared by:**

Kristina Krull  
651-259-3813  
[Kristina.Krull@state.mn.us](mailto:Kristina.Krull@state.mn.us)

Matt Kane  
651-259-3809  
[Matt.Kane@state.mn.us](mailto:Matt.Kane@state.mn.us)

## **Enterprise Director, MAD**

Ryan Church

## **Assistant Director**

Beth Bibus

## **Contact Information**

Telephone: 651-259-3800

Email: [Management.Analysis@state.mn.us](mailto:Management.Analysis@state.mn.us)

Fax: 651-797-1311

Website: [mn.gov/mmb/mad](http://mn.gov/mmb/mad)

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

## **Management Analysis and Development**

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

## **Alternative Formats**

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

# Background

The Minnesota Department of Transportation (MnDOT) plans to conduct a study of manufacturers' perspectives on Minnesota's transportation system in MnDOT District 7. District 7 serves 13 counties and encompasses the south-central region of the state, with its headquarters in Mankato. Other cities in District 7 include New Ulm, St. Peter, Windom, and Worthington.

The study approach will closely mirror previous projects in MnDOT Districts 1, 2, 4, 6, and 8. Through face-to-face interviews with businesses, MnDOT will collect information on transportation needs and build relationships with economic development professionals and businesses. Information gleaned from interviews will help MnDOT understand the needs and priorities of businesses in District 7 and contribute to near-term project planning to support regional economic vitality.

MnDOT has asked Management Analysis and Development (MAD) to provide project management and data collection and analysis services to the project. Other project partners include economic development organizations within District 7 (EDOs), the State and Local Policy Program (SLPP) at the Humphrey School of Public Affairs, and the University of Minnesota Extension Center for Community Vitality (CV). County engineers will be invited to participate in interviews as observers.

This project is part of an ongoing effort by MnDOT to understand the perspectives of manufacturers throughout the State of Minnesota. MAD, SLPP, and CV are continuing partners in this effort.

## Products

1. Deliver a project plan for the entire District 7 project.
2. Modify existing training materials and conduct interviewer trainings.
3. Deliver a report of interview findings and recommendations, one that meets the design specifications of the previous reports.
4. Deliver a list of specific, actionable feedback from businesses.
5. Develop presentations of interview findings and present information to relevant audiences, including District 7 staff.

## Activities, Timeline, and Project Costs

The overall timeline for the project would be July 1, 2018 (or when the interagency agreement is signed), through June 30, 2019. If the interagency agreement is not signed by July 15, 2018, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
<p><b>1. Develop and manage a project plan and timeline for MAD portion of the project and ongoing project partner coordination</b></p> <p>Project plan and timeline would include major activities and dependencies to carry out project, including key activities and milestones performed by the State and Local Policy Program (SLPP) and Center for Community Vitality (CV).</p> <p>Participate in periodic check-in meetings with external project partners and District 7 project team, especially during the data collection phase of project.</p>	40
<p><b>2. Prepare and train interviewers</b></p> <ul style="list-style-type: none"> <li>-Develop interviewer training materials and assemble training packets.</li> <li>-Work with partners to recruit EDOs.</li> <li>-Conduct up to two interviewer training sessions in different areas of District 7, including travel.</li> <li>-Explore opportunities for remote training of latecomers.</li> </ul>	140
<p><b>3. Prepare business list and issue invitations for interviews</b></p> <ul style="list-style-type: none"> <li>-Coordinate with SLPP lead on business list to obtain a clean list of businesses.</li> <li>-Perform additional list cleaning of manufacturers' and carriers' contact information through web searches and calls as needed.</li> <li>-Develop invitation letters to businesses to participate in project.</li> <li>-Create mail merge, print, and mail invitations to businesses.</li> </ul>	100
<p><b>4. Schedule interviews</b></p> <p>Coordinate the scheduling of manufacturers and carriers, MAD consultants, MnDOT employees, SLPP staff, economic development professionals, and CV educators. Estimate includes coordination time for including county engineers as observers in interviews.</p>	120
<p><b>5. Conduct interviews</b></p> <p>Travel to business locations and conduct face-to-face interviews with interview partner(s).</p>	45
<p><b>6. Documentation from interviews</b></p> <p>Enter data of interviews performed by MAD staff. Coordinate obtaining and tracking typed interview results from interviews performed by other interviewers. Provide feedback to and follow-up with interviewers as needed to improve quality of data. Prepare interview results for coding. Respond to client data requests from client.</p>	55
<p><b>7. Analyze and code interview data</b></p> <p>Set up coding structure, code interview transcripts, and recode as needed due to project changes.</p>	90
<p><b>8. Produce preliminary study findings summary</b></p>	10

Activities	Hours
<b>9. Create a first draft of report for MnDOT to review</b> Summarize research findings and provide recommendations through the lenses of transportation and economic development. Estimate assumes including business profiles in the report to illustrate business needs.	150
<b>10. Revise report based on MnDOT feedback from reviewers</b> Provide a final, public-ready report.	50
<b>11. Create an action items spreadsheet to track aggregated feedback from interviews for District 7 and city/county engineering staff.</b>	25
<b>12. Perform tasks to share study findings</b> which may include preparing presentation(s) of study findings, facilitating meetings, or participating in conferences. Assumes travel to meetings in the District and one conference in the Twin Cities area to present results.	55
<b>13. Final project tasks</b> , such as adding District 7 data to the All District Database and conducting an interviewer survey.	45
Subtotal	925
Project management, including client communication (18%)	166
Estimated expenses: Travel with lodging, mileage and rental car costs	\$1,475
<b>Total hours</b>	<b>1,091</b>
<b>Total costs: (1,091 hours times \$140, plus \$1,475 in expenses)</b>	<b>\$154,215</b>

## Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

## Clients and Consultants

The primary client would be Donna Koren, Market Research Director in the Customer Relations Office at MnDOT. The MAD project lead would be Ashley Johnson; other MAD consultants would also provide services to the client.

## Client Responsibilities

Many of MAD's deliverables involve inputs from partner organizations such as the industry cluster analysis from SLPP or identification by Extension of vetted local/regional economic development staff to participate in interviews. MAD would look to the client to hold these partners accountable for meeting the agreed upon timeline and deliverables.

Other client responsibilities include:

- Initiating and overseeing the SLPP and Extension activities detailed in the MAD-designed project plan.
- Providing input and involvement on approach to key project deliverables, including interview tool design, interview training sessions, interview documentation, data analysis, report structure, and presentations.
- Ensuring that District 7 and other MnDOT staff attend interview training, conduct and document interviews, and provide subject matter insight, as needed.

## Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data.

## Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



X the appropriate line  
Payable by MnDOT \_\_\_\_\_  
Receivable by MnDOT       X      

**STATE OF MINNESOTA  
WORK ORDER UNDER  
MASTER PARTNERSHIP CONTRACT**

**Project Identification:** Fabricating, adding and replacing Scenic Byway Signage.

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 02192 ("MnDOT") and Minnesota Department of Natural Resources (DNR), and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

**Work Order Contract**

**Article 1 Term of Work Order Contract; Incorporation of Exhibits:**

- 1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by MnDOT, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency's Authorized Representative.
- 1.2 Expiration date: This Work Order Contract will expire on June 30, 2017, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

**Article 2 Nature of Work; Requesting and Providing Party:**

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
  - \_\_\_\_\_ Construction Administration
  - \_\_\_\_\_ Emergency Services
  - \_\_\_\_\_ Professional/Technical Services
  - X   Roadway Maintenance
- 2.2 X the blanks below to indicate which party is the "Requesting Party" and which party is the "Providing Party".
  - 2.2.1 The Requesting Party is: \_\_\_\_\_ MnDOT   X   DNR
  - 2.2.2 The Providing Party is:   X   MnDOT \_\_\_\_\_ DNR

**Article 3 Scope of Work:**

- 3.1 MnDOT will perform services under this Work Order summarized generally as follows: Signing project along the Great River road, a National Scenic Byway, comprised of 565 miles of federal, state, county, city, and park and forest roads. This project is for sign fabrication, updates and replacement.

**Article 4 Items provided or completed by the DNR.**

- 4.1 The following will be provided or completed by the DNR: DNR is contributing funding toward the project.

**Article 5 Consideration of Payment:**

- 5.1 The DNR will pay for all services performed by MnDOT on a Lump Sum basis.
- 5.3 The DNR's obligation is \$32,000.00.

**Article 6 Terms of Payment:**

- 6.1 The DNR will pay the MnDOT upon execution of this work order.
- 6.2 MnDOT must create and enter an invoice in SWIFT.
- 6.3 DNR will make payment using the bilateral netting process in SWIFT.

**Article 7 DNR's Authorized Representatives:**

7.1 The DNR's Contract Administrator for this Work Order is:  
Name: Kim Montgomery  
Title: Agency Contract Coordinator, OMB  
Name of Local Government: Department of Natural Resources  
Street Address: 500 Lafayette Rd  
City, MnDOT Zip: St Paul, MN 55155  
Phone: 651-259-5567  
Email Address: kim.montgomery@state.mn.us

**Article 8 MnDOT's Project Manager:**

8.1 The MnDOT's Project Manager, for this Work Order is:  
Name: Holly Slagle  
Title: State Program Administrator Int.  
Name of MnDOT Unit: Environmental Stewardship  
Street Address: 395 John Ireland Blvd, MS 620  
City, State Zip: St Paul, MN 55155-1899  
Phone: 651-366-3623  
Email Address: Holly.slagle@state.mn.us

The MnDOT's Project Manager is responsible for overseeing the MnDOT's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

**Article 10 Additional Provisions**

NONE

[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

**DNR**

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: Bob Juelich  
Title: DNR CEO  
Date: 4/26/17

**COMMISSIONER OF TRANSPORTATION**

By: Ann Labor  
Title: District Engineer / Asst. Division Director  
Date: 5/2/17

**DNR ENCUMBRANCE VERIFICATION**

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

[WHOEVER ENCUMBERS THIS AGREEMENT SHOULD SIGN THE ENCUMBRANCE VERIFICATION BELOW.]

**COMMISSIONER OF ADMINISTRATION**

By: Kim Montgomery  
Date: 4/26/17  
SWIFT Contract #: 124239  
SWIFT PO #: 3-112292

By: Myra Gaudin  
Title: Contract Mgmt Supr.  
Date: 5/5/17