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DEPARTMENT OF NATURAL RESOURCES

October 15, 2019

Via email

Representative Rick Hansen, Chair
Environment and Natural Resources Finance Division

Representative Dan Fabian, Ranking Minority Member
Environment and Natural Resources Finance Division

Senator Bill Ingebrigtsen, Chair
Environment and Natural Resources Finance Committee

Senator David Tomassoni, Ranking Minority Member
Environment and Natural Resources Finance Committee

Dear Chairs and Ranking Minority Members:

Please find enclosed a copy of the Minnesota Department of Natural Resources (DNR) *2019 Interagency Agreements and Transfers Report*. This report is being submitted in accordance with Minnesota Statutes §15.0395.

If you or your staff have any questions regarding this report, please contact Emily Engel at emily.engel@state.mn.us or 651-259-5548.

Sincerely,

Sarah Strommen
Commissioner

Cc: Committee Administrators
Legislative Reference Library
Emily Engel, DNR

DEPARTMENT OF NATURAL RESOURCES

2019 Interagency Agreements and Transfers Report

Minnesota Statutes §15.0395
10/15/2019

Introduction

This report outlines our agreements with other agencies and each of the transfers we made during fiscal year 2019.

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

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

MS 15.0395 Interagency Agreements and Intra-Agency Transfers

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

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

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

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

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

Preparing this report took approximately 57 hours and cost approximately 3,015.

Department of Natural Resources
FY 2019 Transfers
October 15, 2019

	TRANSFER FROM						TRANSFER TO							
#	Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Legal Cite 1 for Transfer Out AppropID	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Legal Cite 1 for Transfer In AppropID	Purpose of Transfer	Legal Authority for Transfer
1	Board of Water & Soil Resources	Environment & Natural Resource	R298D15	LCCMR Lake Agnes Treatment	18 214 04 002 04L	600,000	Natural Resources	Environment & Natural Resource	R298D15	OMBS Lake Agnes Treatment ET	600,000	18 214 04 002 04L	Transferred to agency better postioned to complete work	18 214 04 002 04L
2	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	154,023	Natural Resources	Water Recreation	R297209	ENF Police State Aid WRA	154,023	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
3	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	60,475	Natural Resources	Snowmobile	R297210	ENF Police State Aid SNOW	60,475	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
4	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	98,493	Natural Resources	All-Terrain Vehicle	R297211	ENF Police State Aid ATV	98,493	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
5	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	3,215	Natural Resources	Off-Highway Motorcycle	R297212	ENF Police State Aid OHM	3,215	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
6	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	4,460	Natural Resources	Off-Road Vehicle	R297213	ENF Police State Aid ORV	4,460	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
7	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	1,026,333	Natural Resources	Game And Fish (Operations)	R297214	ENF Police State Aid G&F	1,026,333	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
8	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	3,746	Natural Resources	Remediation Fund	R297215	ENF Police State Aid REM	3,746	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
9	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	4,712	Natural Resources	State Park	R297224	ENF Police State Aid SP	4,712	MS 69.031 5E	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
10	MMB Non-operating	Restrict Misc Special Revenue	G9R0041	Rule Variance Fees	01 179 00 003 002	4,585	Natural Resources	Other Misc Special Revenue	R298921	DNR Agency Direct Cost	4,585	MS 84.027 14 2	Collection of a Rule Variance Fee by MMB on behalf of the DNR	MS 84.027 14 2
11	Natural Resources	Environment & Natural Resource	R292131	EWR Nat Prairie Stew&EaseL15ET	15 076 00 002 09D	90,000	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	90,000	MS 84.69	Transfer up to amount specified to conservation easement account	15 076 00 002 09D
12	Natural Resources	Environment & Natural Resource	R292131	EWR Nat Prairie Stew&EaseL15ET	15 076 00 002 09D	15,000	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	15,000	MS 84.69	Transfer up to amount specified to conservation easement account	15 076 00 002 09D
13	Natural Resources	Environment & Natural Resource	R298D14	OMBS N Central MN LakeProt18ET	18 214 04 002 09H	750,000	Board of Water & Soil Resources	Environment & Natural Resource	R9PCRWG	LCCMR CrowWing from DNR	750,000	18 214 04 002 09H	Transferred to agency better postioned to complete work	18 214 04 002 09H
14	Natural Resources	Federal	R290414	DR 1569 2004 Flood Match	MS 12.221 4	96,035	Natural Resources	Other Misc Special Revenue	R290415	Fed Disaster DR-4290 2001 Fund	96,035	MS 12.221 4	Moving dedicated receipts for disasters to a more appropriate fund	MS 12.221 4
15	Natural Resources	Federal	R294233	PAT ARRA Root River	MS 84.085 1C	12,624	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	12,624	MS 16A.055	Cancellation of dollars that can no longer be used in accordance with the law	MS 16A.53
16	Natural Resources	Game And Fish (Operations)	R296226	FAW Lic Surcharge Venison Prog	MS 97A.475 3A	108,041	Natural Resources	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	108,041	MS 97A.065 6	Deer licenses surcharge and fees to assist with the cost of processing for venison donation programs	MS 97A.065 6
17	Natural Resources	Game And Fish (Operations)	R290284	FOR FMIA Cost Cert Trf-G&F	MS 89.0385	336,012	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	336,012	MS 89.039	Forest Management Cost Certification on Non-Forestry Administered Lands	MS 89.0385
18	Natural Resources	Game And Fish (Operations)	R292206	EWR Lic Srchrg Inv Species	MS 97A.475 7	10	Natural Resources	Invasive Species	R296230	FAW Lic Surch Invas Spec Trf	10	MS 97A.475 7	Receipts from non resident fishing licenses to Invasive Species Account	MS 84D.15 2
19	Natural Resources	Game And Fish (Operations)	R292206	EWR Lic Srchrg Inv Species	MS 97A.475 7	1,039,071	Natural Resources	Invasive Species	R296230	FAW Lic Surch Invas Spec Trf	1,039,071	MS 97A.475 7	Receipts from non resident fishing licenses to Invasive Species Account	MS 84D.15 2
20	Natural Resources	Game And Fish (Operations)	R292206	EWR Lic Srchrg Inv Species	MS 97A.475 7	55,470	Natural Resources	Invasive Species	R296230	FAW Lic Surch Invas Spec Trf	55,470	MS 97A.475	Receipts from non resident fishing licenses to Invasive Species Account	MS 84D.15 2
21	Natural Resources	Game And Fish (Operations)	R296225	FAW Lic Surcharge Walk-in Prog	MS 97A.475 3	115	Natural Resources	Restrict Misc Special Revenue	R296227	FAW Walk-in Access Program	115	MS 97A.475 3,4	Surcharge collected for walk-in access program	MS 97.065 6
22	Natural Resources	Game And Fish (Operations)	R296225	FAW Lic Surcharge Walk-in Prog	MS 97A.475 3	107,946	Natural Resources	Restrict Misc Special Revenue	R296227	FAW Walk-in Access Program	107,946	MS 97A.475 3,4	Surcharge collected for walk-in access program	MS 97.065 6
23	Natural Resources	General	R290283	FOR FMIA Cost Cert Trf-Gen	MS 89.0385	2,128	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	2,128	MS 89.039	Billable hours from Trails and Scientific and Natural Areas to Forestry	MS 89.0385
24	Natural Resources	General	R292015	EWR Water Res Activities GEN	17 093 01 003 03I	110,000	MN.IT Services	Other Misc Special Revenue	G466106	ITA R29 Conservation Explorer	110,000	MS 16E.21	Odyssey Account transfers for IT project work	MS 16E.21
25	Natural Resources	General	R292010	EWR Water Management Acct	17 093 01 003 03B	110,000	MN.IT Services	Other Misc Special Revenue	G466105	ITA R29 MPARS	110,000	MS 16E.21	Odyssey Account transfers for IT project work	MS 16E.21
26	Natural Resources	General	R294001	PAT Management GEN	17 093 01 003 005	75,000	MN.IT Services	Other Misc Special Revenue	G466107	ITA R29 State Park Pt of Sale	75,000	MS 16E.21	Odyssey Account transfers for IT project work	MS 16E.21

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27	Natural Resources	General	R294001	PAT Management GEN	17 093 01 003 005	100,000	MN.IT Services	Other Misc Special Revenue	G466108	ITA R29 Project Proposal SW Upg	100,000	MS 16E.21	Odyssey Account transfers for IT project work	MS 16E.21
28	Natural Resources	General	R290200	Payments In Lieu of Taxes	MS 477A.12	35,763,837	Tax Aids, Credits and Refunds	General	G901015	Dnr - Pilt Payments	35,763,837	MS 477A.12	Payment in Lieu of Taxes to be made to counties	MS 477A.12
29	Natural Resources	General	R290200	Payments In Lieu of Taxes	MS 477A.12	13,489	Tax Aids, Credits and Refunds	General	G901015	Dnr - Pilt Payments	13,489	MS 477A.12	Additional Payment in Lieu of Taxes to be made to counties	MS 477A.12
30	Natural Resources	General	R290200	Payments In Lieu of Taxes	MS 477A.12	5,942	Tax Aids, Credits and Refunds	General	G901015	Dnr - Pilt Payments	5,942	MS 477A.12	Additional Payment in Lieu of Taxes to be made to counties	MS 477A.12
31	Natural Resources	General	R291004	LAM Mining & Environ Open	MS 298.17 B1	802,743	Natural Resources	Restrict Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	802,743	MS 298.17 b1	To fund agency staff work on environmental issues and provide regulatory services for ferrous and nonferrous mining operations	MS 298.17 b1
32	Natural Resources	Gift	R292227	EWR Non Game Gift	MS 84.085 1	47,000	Natural Resources	Reinvest In Minnesota-Gifts	R292259	EWR RIM Crit Hab Gifts ITC	47,000	MS 84.943 5	Match dollars for Critical Habitat Account	MS 84.943 5
33	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	35,560	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	35,560	MS 92.28	Minerals Management Account 4th quarter balance over $3M distribution to Permanent University	MS 93.2236
34	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	314,227	Natural Resources	Restrict Misc Special Revenue	R291204	LAM Mining Rent and Royalties	314,227	MS 93.22 1C	Minerals Management Account 4th quarter balance over $3M distribution to Tax Forfeit	MS 93.2236
35	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	1,045,954	Natural Resources	Permanent School	R290240	LAM Permanent School	1,045,954	MS 92.28	Minerals Management Account 4th quarter balance over $3M distribution to Permanent School	MS 93.2236
36	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	44,869	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	44,869	MS 92.28	Minerals Management Account 2nd quarter balance over $3M distribution to Permanent University	MS 93.2236
37	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	396,480	Natural Resources	Restrict Misc Special Revenue	R291204	LAM Mining Rent and Royalties	396,480	MS 93.22 1C	Minerals Management Account 2nd quarter balance over $3M distribution to Tax Forfeit	MS 93.2236
38	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	1,319,748	Natural Resources	Permanent School	R290240	LAM Permanent School	1,319,748	MS 92.28	Minerals Management Account 2nd quarter balance over $3M distribution to Permanent School	MS 93.2236
39	Natural Resources	Restrict Misc Special Revenue	R290254	FOR St Forest Susp Univ	MS 16A.125 5	11,944	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	11,944	MS 16A.055	Forestry Certification Transfer for Admin Protection Costs from University Suspense Account	MS 16A.125 5(d)(3)
40	Natural Resources	Restrict Misc Special Revenue	R290254	FOR St Forest Susp Univ	MS 16A.125 5	59,162	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	59,162	MS 89.039	Forestry Certification Transfer to FMIA from University Suspense Account	MS 16A.125 5(d)(1)
41	Natural Resources	Restrict Misc Special Revenue	R290253	LAM St Forest Susp Univ SR	MS 16A.125 5	29,908	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	29,908	MS 92.28	Forestry Certification Transfer to Permanent University	MS 92.28
42	Natural Resources	Restrict Misc Special Revenue	R290254	FOR St Forest Susp Univ	MS 16A.125 5	31,923	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University	31,923	MS 92.28	Forestry Certification Transfer to Permanent University	MS 92.28
43	Natural Resources	Miscellaneous Agency	R291201	LAM Special Advance Royalties	MS 93.222	5,974,192	Natural Resources	Restrict Misc Special Revenue	R291231	LAM Special Advance Royalties	5,974,192	MS 93.222	Funds moved from 6000 fund to 2000 fund	MS 93.222
44	Natural Resources	Miscellaneous Agency	R291211	LAM Land Exchange Appraisal	MS 94.343 8A	1,250	Natural Resources	Restrict Misc Special Revenue	R291232	LAM Land Exchange Appraisal	1,250	MS 94.343 8A	Funds moved from 6000 fund to 2000 fund	MS 94.343 8A
45	Natural Resources	Miscellaneous Agency	R290245	LAM Permanent University	MS 92.28	3,529,457	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	3,529,457	MS 92.28	Funds moved from 6000 fund to 2000 fund	MS 92.28
46	Natural Resources	Miscellaneous Agency	R290247	LAM St Forest Susp Univ	MS 16A.125 5	29,908	Natural Resources	Restrict Misc Special Revenue	R290253	LAM St Forest Susp Univ SR	29,908	MS 16A.125 5	Funds moved from 6000 fund to 2000 fund	MS 16A.125 5
47	Natural Resources	Miscellaneous Agency	R290248	FOR St Forest Susp Univ	MS 16A.125 5	103,030	Natural Resources	Restrict Misc Special Revenue	R290254	FOR St Forest Susp Univ	103,030	MS 16A.125 5	Funds moved from 6000 fund to 2000 fund	MS 16A.125 5
48	Natural Resources	Miscellaneous Agency	R298940	MR Cell Phone Clearing	MS 84.027 14 2	16,777	Natural Resources	Other Misc Special Revenue	R298946	MR Cell Phone Clearing	16,777	MS 84.027 14 2	Funds moved from 6000 fund to 2001 fund	MS 84.027 14 2
49	Natural Resources	Miscellaneous Agency	R298940	MR Cell Phone Clearing	MS 84.027 14 2	695	Natural Resources	Other Misc Special Revenue	R298946	MR Cell Phone Clearing	695	MS 84.027 14 2	Funds moved from 6000 fund to 2001 fund	MS 84.027 14 2
50	Natural Resources	Miscellaneous Agency	R296228	FAW Lic ELS Agent Escrow ITC	MS 84.027 14 2	550,743	Natural Resources	Other Misc Special Revenue	R296283	FAW Lic ELS Agent Escrow ITC	550,743	MS 84.027 14 2	Funds moved from 6000 fund to 2001 fund	MS 84.027 14 2
51	Natural Resources	Miscellaneous Agency	R296228	FAW Lic ELS Agent Escrow ITC	MS 84.027 14 2	1,830	Natural Resources	Other Misc Special Revenue	R296283	FAW Lic ELS Agent Escrow ITC	1,830	MS 84.027 14 2	Funds moved from 6000 fund to 2001 fund	MS 84.027 14 2

Department of Natural Resources
FY 2019 Transfers
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	TRANSFER FROM						TRANSFER TO							
#	Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Legal Cite 1 for Transfer Out AppropID	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Legal Cite 1 for Transfer In AppropID	Purpose of Transfer	Legal Authority for Transfer
52	Natural Resources	Miscellaneous Agency	R296228	FAW Lic ELS Agent Escrow ITC	MS 84.027 14 2	569	Natural Resources	Other Misc Special Revenue	R296283	FAW Lic ELS Agent Escrow ITC	569	MS 84.027 14 2	Funds moved from 6000 fund to 2001 fund	MS 84.027 14 2
53	Natural Resources	Nongame	R292004	EWR Nongame Wildlife Program	17 093 01 003 03G	953,000	Natural Resources	Reinvest In Minnesota-Gifts	R292259	EWR RIM Crit Hab Gifts ITC	953,000	MS 84.943 5	Match dollars for Critical Habitat Account	MS 84.943 6
54	Natural Resources	Other Misc Special Revenue	R293236	FOR Emergency Fire Federal	MS 84.026	566,018	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	566,018	MS 16A.055	Federal Wildfire Reimbursements in excess of costs returned to General Fund	MS 88.065
55	Natural Resources	Other Misc Special Revenue	R293232	FOR Emergency Fire Non State	MS 84.026	45,393	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	45,393	MS 16A.055	Federal Wildfire Reimbursements in excess of costs returned to General Fund	MS 88.065
56	Natural Resources	Other Misc Special Revenue	R298902	Leadership Services	MS 84.025 9	95,700	Governor, Office of the	Other Misc Special Revenue	G391300	Governor's Spec Revenue Fund	95,700	MS 471.59	Governor's Office for provided support and federal affairs work to agency	MS 16A.285
57	Natural Resources	Other Misc Special Revenue	R294206	PAT Working Capital	MS 85.22	2,038	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	2,038	MS 89.039	Income from Parks to be credited to FMIA	MS 89.0385
58	Natural Resources	Other Misc Special Revenue	R290572	DR 4182 2014 Flood SR	MS 12.221 4	12,729	Natural Resources	Other Misc Special Revenue	R296270	FAW Paybacks SR	12,729	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
59	Natural Resources	Other Misc Special Revenue	R290557	DR4009 R2 Paybacks	MS 84.0261	2	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	2	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
60	Natural Resources	Other Misc Special Revenue	R290570	DR 4009 2011 Storm SR	MS 12.221 4	6,594	Natural Resources	Other Misc Special Revenue	R290565	MR Paybacks SR	6,594	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
61	Natural Resources	Other Misc Special Revenue	R290570	DR 4009 2011 Storm SR	MS 12.221 4	87,571	Natural Resources	Other Misc Special Revenue	R293230	FOR Paybacks SR	87,571	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
62	Natural Resources	Other Misc Special Revenue	R290570	DR 4009 2011 Storm SR	MS 12.221 4	2,608	Natural Resources	Other Misc Special Revenue	R296270	FAW Paybacks SR	2,608	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
63	Natural Resources	Other Misc Special Revenue	R290570	DR 4009 2011 Storm SR	MS 12.221 4	37,666	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	37,666	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
64	Natural Resources	Other Misc Special Revenue	R290568	State Disaster 2016-009 SR	MS 12B.10	20,773	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	20,773	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
65	Natural Resources	Other Misc Special Revenue	R290573	DR 1982 2011 Flood SR	MS 12.221 4	16,781	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	16,781	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
66	Natural Resources	Other Misc Special Revenue	R290568	State Disaster 2016-009 SR	MS 12B.10	234	Natural Resources	Other Misc Special Revenue	R290565	MR Paybacks SR	234	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
67	Natural Resources	Other Misc Special Revenue	R298930	MR Fleet Management Account	MS 84.0856	14,000	Administration	Other Misc Special Revenue	G027203	Enterprise Sustainability Ofc	14,000	MS 471.59	Office of Enterprise Sustainability to assist agencies with sustainability improvements	MS 16B.04/ MS 471.59
68	Natural Resources	Other Misc Special Revenue	R298938	MR Facilities Mgmt Account	MS 84.0857	26,000	Administration	Other Misc Special Revenue	G027203	Enterprise Sustainability Ofc	26,000	MS 471.59	Office of Enterprise Sustainability to assist agencies with sustainability improvements	MS 16B.04/ MS 471.59
69	Natural Resources	Other Misc Special Revenue	R298902	Leadership Services	MS 84.025 9	31,453	Management and Budget	Other Misc Special Revenue	G100102	Statewide Executive Recruiter	31,453	MS 471.59	Statewide Executive Recruiter Services	MS 16B.04/ MS 471.59
70	Natural Resources	Other Misc Special Revenue	R290564	July 2015 Storms SD-004	MS 12A.03 2	14,888	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	14,888	MS 84.0261	Moving disaster reimbursements to payback accounts	MS 84.0261
71	Natural Resources	Outdoor Heritage Fund	R292155	EWR WMA SNA VIII L16OH	16 172 01 002 02A	226,866	Natural Resources	Outdoor Heritage Fund	R296145	FAW WMA SNA VIII L16OH	226,866	16 172 01 002 02A	Change in distribution of work between divisions	16 172 01 002 02A
72	Natural Resources	Outdoor Heritage Fund	R292166	EWR WMA SNA 9 L17 OH	17 091 01 002 02A	1,480,476	Natural Resources	Outdoor Heritage Fund	R296157	FAW WMA SNA 9 FY18 L17OH	1,480,476	17 091 01 002 02A	Change in distribution of work between divisions	17 091 01 002 02A
73	Natural Resources	Outdoor Heritage Fund	R292133	EWR Accel Prair Protect5 L15OH	151 002 01 002 02E	96,250	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	96,250	MS 84.69	Transfer up to amount specified to conservation easement account	151 002 01 002 02e
74	Natural Resources	Outdoor Heritage Fund	R296136	FAW Aquatic Habitat 7 L15OH	151 002 01 002 05A	130,000	Natural Resources	Other Misc Special Revenue	R291221	LAM Conservation Ease Invest S	130,000	MS 84.69	Transfer up to amount specified to conservation easement account	151 002 01 002 05A
75	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	300,000	Administration	Permanent School	G027302	School Trust Lands LT Econ Ret	300,000	17 093 01 09A 000	Appropriation from the forest suspense account for School Trust Director Land Sales	017 093 01 009a
76	Natural Resources	Permanent School	R290240	LAM Permanent School	MS 92.28	330,098	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	330,098	MS 93.2236	Correction of overpayment in quarter 2 Minerals Management transfer	MS 93.2236
77	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	212,000	Natural Resources	Permanent School	R291028	LAM St For Susp Land Sales&Agg	212,000	17 093 01 003 02c	Appropriation from the forest suspense account to secure maximum long term economic return from trust lands	17 093 01 003 02C

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78	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	192,568	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	192,568	MS 16A.055	Forestry Certification Transfer for Trust Director and Perm School Fund Commission Expenses	MS 16A.125 5(d)(2)
79	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	1,543,346	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	1,543,346	MS 16A.055	Forestry Certification Transfer for Admin Protection Costs from Perm School Suspense Account	MS 16A.125 5(d)(3)
80	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	1,402,659	Natural Resources	Permanent School	R290240	LAM Permanent School	1,402,659	MS 92.28	Forestry Certification Transfer to Perm School	MS 92.28
81	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	7,644,500	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	7,644,500	MS 89.039	Forestry Certification Transfer to FMIA from Perm School Suspense Account	MS 16A.125 5(d)(1)
82	Natural Resources	Permanent School	R290243	PAT St Forest Susp School	MS 16A.125 5	238,085	Natural Resources	Permanent School	R290240	LAM Permanent School	238,085	MS 92.28	Forestry Certification Transfer to Perm School	MS 92.28
83	Natural Resources	Permanent School	R290244	LAM St Forest Susp School	MS 16A.125 5	2,129,601	Natural Resources	Permanent School	R290240	LAM Permanent School	2,129,601	MS 92.28	Forestry Certification Transfer to Perm School	MS 92.28
84	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	MS 84.943 5	13,000	Natural Resources	Reinvest In Minnesota-Gifts	R292260	EWR RIM Crit Hab Lic Plate ITC	13,000	MS 84.943 5	For publication of the critical habitat license plates match program	17 093 01 003 03h
85	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	MS 84.943 5	1,000,000	Natural Resources	Reinvest In Minnesota-Gifts	R292260	EWR RIM Crit Hab Lic Plate ITC	1,000,000	MS 94.943 5	Transfer from RIM Funds to match non game RIM	MS 84.943 5
86	Natural Resources	Restrict Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	MS 298.17	300,000	Pollution Control	Other Misc Special Revenue	R32H108	DNR-Metallic Mineral Mining IA	300,000	MS 116D.045 3	Assistance from PCA for the provision of environmental regulatory services such as monitoring and permitting for mining operations	MS 298.17 b1
57	Natural Resources	Restrict Misc Special Revenue	R293202	FOR Fed Good Neighbor Agmt	MS 84.026	92,450	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	92,450	MS 89.039	Certification of expenses in Chippewa and National Forests for reimbursement by federal good neighbor agreement	MS 84.026
88	Natural Resources	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	MS 97A.065 6	75,000	Agriculture	Restrict Misc Special Revenue	B045R08	Venison Donation Program	75,000	MS 97A.065 6	Deer licenses surcharge and fees to assist with the cost of processing for venison donation programs	MS 97A.065 6
89	Natural Resources	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	MS 97A.065 6	10,000	Agriculture	Restrict Misc Special Revenue	B045R08	Venison Donation Program	10,000	MS 97A.065 6	Deer licenses surcharge and fees to assist with the cost of processing for venison donation programs	MS 97A.065 6
90	Natural Resources	Restrict Misc Special Revenue	R296215	FAW WL Beltrami Island Cons	MS 84.155 6	65,237	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	65,237	MS 89.039	Forest Management Cost Certification on Non-Forestry Administered Lands	MS 89.0385
91	Natural Resources	Restrict Misc Special Revenue	R290281	FOR Consul Conservation Areas	MS 84A.51 2	557,460	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	557,460	MS 89.039	Revenue from Consolidated Conservation Areas	MS 84A.51 2
92	Natural Resources	Restrict Misc Special Revenue	R290281	FOR Consul Conservation Areas	MS 84A.51 2	637,767	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	637,767	MS 89.039	Revenue from Consolidated Conservation Areas	MS 84A.51 2
93	Natural Resources	Restrict Misc Special Revenue	R290281	FOR Consul Conservation Areas	MS 84A.51 2	787,611	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	787,611	MS 89.039	Revenue from Consolidated Conservation Areas	MS 84A.51 2
94	Natural Resources	Restrict Misc Special Revenue	R290281	FOR Consul Conservation Areas	MS 84A.51 2	652,259	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	652,259	MS 89.039	Revenue from Consolidated Conservation Areas	MS 84A.51 2
95	Natural Resources	Restrict Misc Special Revenue	R290281	FOR Consul Conservation Areas	MS 84A.51 2	865,855	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	865,855	MS 89.039	Revenue from Consolidated Conservation Areas	MS 84A.51 2
96	Natural Resources	Restrict Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	MS 298.17	100,000	Natural Resources	Restrict Misc Special Revenue	R292287	EWR Occ Tax Env Mining	100,000	MS 298.17	Service Level Agreement from Lands and Minerals Division for Ecological and Waters Resource division work on environmental issues in mining operations.	MS 298.17 b1
97	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	MS 92.28	3,660,494	University Of Minnesota	Miscellaneous Agency	E81600P	U Of M Permanent University	3,660,494	MS 137.022 1	Permanent University Suspense Accounts transferred to the Permanent University	MS 92.28
98	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	MS 92.28	11,223	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	11,223	MS 93.2236	Correction of overpayment in quarter 2 Minerals Management transfer	MS 93.2236
99	Natural Resources	Restrict Misc Special Revenue	R291204	LAM Mining Rent and Royalties	MS 93.22 1C	99,168	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	99,168	MS 93.2236	Correction of overpayment in quarter 2 Minerals Management transfer	MS 93.2236
100	Natural Resources	Restrict Misc Special Revenue	R290280	LAM Consul Conservation Areas	MS 84A.51 2	576,462	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	576,462	MS 16A.055	Forest land income receipts portion to the General Fund	MS 84A.51 2
101	Natural Resources	Restrict Misc Special Revenue	R290291	FOR Volstead Lands	MS 89.035	10,942	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	10,942	MS 16A.055	Forest land income receipts portion to the General Fund	MS 89.035
102	Natural Resources	Restrict Misc Special Revenue	R290290	LAM Volstead Lands	MS 89.035	1,562	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	1,562	MS 16A.055	Forest land income receipts portion to the General Fund	MS 89.035

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	TRANSFER FROM						TRANSFER TO							
#	Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Legal Cite 1 for Transfer Out AppropID	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Legal Cite 1 for Transfer In AppropID	Purpose of Transfer	Legal Authority for Transfer
103	Natural Resources	Restrict Misc Special Revenue	R291204	LAM Mining Rent and Royalties	MS 93.22 1C	3,888	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	3,888	MS 16A.055	Forest land income receipts portion to the General Fund	MS 93.22 1C
104	Natural Resources	Water Recreation	R2902TF	Transfer Out-Water Rec	MS 84D.15 2	750,000	Natural Resources	Invasive Species	R2903TF	Transfer In-Invasive Species	750,000	MS 84D.15 2	Water Recreation dollars to manage Invasive Species	MS 84D.15
105	Pollution Control	Remediation Fund	R32G137	3M WaterQualitySustainability	MS 116.155 2	20,000,000	Natural Resources	Remediation Fund	R290309	EWR 3M NRDA REM	20,000,000	MS 115B.20 2 4	For removal or remedial action on environmental damages	MS 116.155 2
106	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	95,097	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	95,097	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
107	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	42,260	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	42,260	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
108	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	76,571	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	76,571	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
109	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	74,820	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	74,820	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
110	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	17,880	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	17,880	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
111	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	47,400	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	47,400	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
112	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	60,424	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	60,424	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
113	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	51,180	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	51,180	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
114	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	47,040	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	47,040	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
115	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	57,010	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	57,010	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
116	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	54,715	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	54,715	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
117	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	52,380	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	52,380	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
118	Public Safety - Transportation	Natural Resource Misc Statutry	P07730P	State Park & Trail Special Plt	MS 168.1296	73,320	Natural Resources	Natural Resource Misc Statutry	R294241	PAT License Plates NRMS	73,320	MS 85.056	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
119	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	388,822	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	388,822	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
120	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	513,831	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	513,831	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
121	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	504,675	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	504,675	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
122	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	442,325	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	442,325	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
123	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	396,946	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	396,946	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
124	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	507,013	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	507,013	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
125	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	465,720	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	465,720	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
126	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	480,196	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	480,196	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
127	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	384,608	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	384,608	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
128	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	387,135	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	387,135	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3

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	TRANSFER FROM						TRANSFER TO							
#	Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Legal Cite 1 for Transfer Out AppropID	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Legal Cite 1 for Transfer In AppropID	Purpose of Transfer	Legal Authority for Transfer
129	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	400,594	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	400,594	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
130	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	318,800	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	318,800	MS 84.943 5	Critical habitat license plate dollars used for acquisition or improvement of land	MS 89.943 3
131	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903006	Forest Rd Unrefd Gas Tax	MS 296A.18 7	530,643	Natural Resources	Restrict Misc Special Revenue	R293210	FOR State Forest Road Account	530,643	MS 89.70	Unrefunded gas tax for management and maintenance of county forest roads	MS 296A.18 7
132	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903006	Forest Rd Unrefd Gas Tax	MS 296A.18 7	530,643	Natural Resources	Restrict Misc Special Revenue	R293210	FOR State Forest Road Account	530,643	MS 89.70	Unrefunded gas tax for management and maintenance of county forest roads	MS 296A.18 7
133	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903007	Off-Road Motorcycle	MS 084.794	164,099	Natural Resources	Off-Highway Motorcycle	R290273	PAT Gas Tax OHM	164,099	MS 296A.18 5	Unrefunded gas tax for management of Off Highway Motorcycle Trails	MS 084.794
134	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903004	Snowmobile Unrefd Gas Tax	MS 296A.18 3	3,567,379	Natural Resources	Snowmobile	R290271	PAT Gas Tax SNOW	3,567,379	MS 296A.18 3	Unrefunded gas tax for management of snowmobile trails	MS 296A.18 3
135	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903008	Off-Road Vehicle	MS 084.803	585,050	Natural Resources	Off-Road Vehicle	R290274	PAT Gas Tax ORV	585,050	MS 296A.18 6	Unrefunded gas used for the management of Off Road Vehicle trails	MS 084.803
136	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903005	ATV Unrefd Gas Tax	MS 084.927	963,192	Natural Resources	All-Terrain Vehicle	R290272	PAT Gas Tax ATV	963,192	MS 296A.18 4	Unrefunded gas tax for management of ATV trails	MS 084.927
137	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903003	Motorboat Unrefd Gas Tax	MS 296A.18 2	5,351,068	Natural Resources	Water Recreation	R290270	PAT Gas Tax WRA	5,351,068	MS 296A.18 2	Unrefunded gas tax for management of boating facilities, lake and river improvement and boat and water safety	MS 296A.18 2
138	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903007	Off-Road Motorcycle	MS 084.794	178,778	Natural Resources	Off-Highway Motorcycle	R290273	PAT Gas Tax OHM	178,778	MS 296A.18 5	Unrefunded gas tax for management of Off Highway Motorcycle Trails	MS 084.794
139	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903004	Snowmobile Unrefd Gas Tax	MS 296A.18 3	3,886,472	Natural Resources	Snowmobile	R290271	PAT Gas Tax SNOW	3,886,472	MS 296A.18 3	Unrefunded gas tax for management of snowmobile trails	MS 296A.18 3
140	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903008	Off-Road Vehicle	MS 084.803	637,382	Natural Resources	Off-Road Vehicle	R290274	PAT Gas Tax ORV	637,382	MS 296A.18 6	Unrefunded gas used for the management of Off Road Vehicle trails	MS 084.803
141	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903005	ATV Unrefd Gas Tax	MS 084.927	1,049,348	Natural Resources	All-Terrain Vehicle	R290272	PAT Gas Tax ATV	1,049,348	MS 296A.18 4	Unrefunded gas tax for management of ATV trails	MS 084.927
142	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903003	Motorboat Unrefd Gas Tax	MS 296A.18 2	5,829,709	Natural Resources	Water Recreation	R290270	PAT Gas Tax WRA	5,829,709	MS 296A.18 2	Unrefunded gas tax for management of boating facilities, lake and river improvement and boat and water safety	MS 296A.18 2
	TOTAL					**132,443,531**					**132,443,531**			

Department of Natural Resources
FY2019 Interagency and Service Level Agreements
October 15, 2019

	Agency	Purpose	Effective Date	Expiration Date	Total Amount	Statutory Citation
1	MN STATE LBA BEMIDJI STATE UNIV	FY19 Wetland Habitat Research	7/15/2018	6/30/2021	222,640.00	MS 471.59
2	MN STATE LBA BEMIDJI STATE UNIV	FY19 BSU STUDY-Diets of Muskellunge and other piscivores in MN lakes	1/1/2019	12/31/2021	100,078.00	MS 471.59
3	AGRICULTURE DEPT	Analytical Services/Quality Assurance Water Chemistry/Fish Contaminant/Spills/Kills pesticide samples	7/1/2017	6/30/2019	738,024.00	MS 471.59
4	AGRICULTURE DEPT	Analytical Services for Geologic Atlas Program-chemistry analyasis of groundwater samples from domestic wells	7/1/2018	6/30/2019	140,956.00	MS 471.59
5	ADMINISTRATION DEPT	FY19 Lic. Center Special Mail	7/1/2018	8/31/2019	450,000.00	MS 471.59
6	ATTORNEY GENERAL	Attorney general services FY18-19	7/1/2017	6/30/2019	1,700,000.00	MS 8.15
7	MINNESOTA MANAGEMENT & BUDGET	Strategic consult to PAT-outdoor recreation trends and forecasts	10/10/2016	6/30/2019	367,080.00	16B.04, sub 2(4); 16B.36; 16B.48, sub 2(7); 471.59
8	MINNESOTA MANAGEMENT & BUDGET	Stategic visioning for FAW	6/26/2017	6/30/2019	113,960.00	16B.04, sub 2(4); 16B.36; 16B.48, sub 2(7); 471.59
9	MINNESOTA MANAGEMENT & BUDGET	Strategic communication (Deyoung)	11/1/2017	12/31/2019	107,525.00	MS 16A.055; MS 43A.55; MS 471.514
10	MINNESOTA MANAGEMENT & BUDGET	IDI Feedback sessions - PAT	5/23/2018	6/30/2019	216,825.00	MS 471.59
11	HUMAN SERVICES DEPT	MR Warehouse-Fullfillment svs, inventory management, reorder documents, shipment, inventory control reports	4/14/2018	4/13/2023	268,000.00	MS 246.57
12	MILITARY AFFAIRS DEPT	INCOME to DNR, Master Agmt-Biological Research, wildlife mgmt practice, environmental outreach, etc.	1/1/2019	12/31/2024	2,000,000.00	MS 471.59

	Agency	Purpose	Effective Date	Expiration Date	Total Amount	Statutory Citation
13	MILITARY AFFAIRS DEPT	Master Agmt/Camp Ripley-facility use	7/1/2014	6/30/2019	690,000.00	MS 471.59
14	MN.IT	Service Level Agreement-MN.IT Svs	7/1/2018	6/30/2019	22,749,778.78	Laws of 2011, 1st Special Session Ch 10, Art 4; MS 471.59
15	PUBLIC SAFETY DEPT	Firefighting support	4/1/2018	6/30/2022	200,000.00	MS 471.59
16	PUBLIC SAFETY DEPT	Dispatch Services	7/1/2015	6/30/2019	1,370,010.00	MS 471.59
17	POLLUTION CONTROL AGENCY	INCOME TO DNR, Const and Design Survey_landfill	11/10/2017	11/10/2019	360,000.00	MS 471.59
18	POLLUTION CONTROL AGENCY	Assistance from PCA for provision of environmnetal regulatory svs such as monitoring and permitting for mining	7/1/2018	6/30/2019	300,000.00	MS 298.17 b1
19	WATER & SOIL RESOURCES BOARD	Tullibee Lakes Stewardship-Improve water quality	6/4/2015	3/1/2019	275,000.00	MS 471.59
20	WATER & SOIL RESOURCES BOARD	DNR needs grant assistance from BWSR-contract mgmt, reimbursement for RIM Easements-Transfer	9/1/2018	12/31/2021	750,000.00	MS 471.59; ML 2018, Ch 214, Art 4, Sec 2, Subd 9(h)
21	WATER & SOIL RESOURCES BOARD	INCOME TO DNR-BWSR needs grant assistance from OMB-contract mgmt, reimbursement	10/24/2018	6/30/2020	600,000.00	MS 471.59; ML 2018, Ch 214, Art 4, Sec 2, Subd 4(i)
22	TRANSPORTATION DEPT	Gateway Trail grading, concrete surfacing, retaining walls, signals, etc.	10/23/2012	6/30/2021	187,797.99	MS 471.59
23	TRANSPORTATION DEPT	Glacial Lakes State Trail-grading, bituminous surfacing, bridge construction	5/22/2017	6/30/2023	1,104,013.17	MS 471.59
24	TRANSPORTATION DEPT	INCOME TO DNR-Grand Portage Visitor Center/Rest Area- Maintenance, Custodial Svs	7/20/2017	6/30/2022	287,000.00	MS 471.59

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

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

Agreement

1 **Term of Agreement**

1.1 ***Effective date*: July 15, 2018**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

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

2 **Scope of Work**

DNR Shall:

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

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

BSU Shall:

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

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

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

3 **Consideration and Payment**

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

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

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

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

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

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

5 **Authorized Representative**
DNR's Authorized Representative is Dr. Danelle Larson, Research Scientist, 102 23 St NE, Bemidji, MN 56601; 218-308-2289; Danelle.larson@state.mn.us; or her successor.

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

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

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

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

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

10 **Acknowledgement and Endorsement**

10.1 Acknowledgment. BSU must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund.

10.2 Endorsement. BSU must not claim that the DNR endorses its products or services.

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

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

By: Kristel Peters
Name: Kristel Peters
SWIFT PO#: 3-137499
Contr. #: 145083

3. DEPARTMENT OF NATURAL RESOURCES
Individual with delegated authority

7/25/18
By: Patrick Rivers for Jim Leach
Name: Patrick Rivers James T. Leach
Title: Deputy Director Director, Division of Fish and Wildlife
Date: 7/27/18

2. BEMIDJI STATE UNIVERSITY
Individual with delegated authority

By: Karen Snorek
Name: Karen Snorek
Title: VP of Finance + Admin.
Date: 7/23/18

Exhibit A

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

Today's Date: 02/27/2018

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

Date of Work Plan Approval: 06/05/2018

Project Completion Date: 06/30/2021

Does this submission include an amendment request? No

PROJECT TITLE: Restoring Wetland Invertebrates to Revive Wildlife Habitat

Project Manager: Dr. Danelle Larson

Organization: Minnesota Department of Natural Resources

College/Department/Division: Fish and Wildlife Division

Mailing Address: 102 23rd St NE

City/State/Zip Code: Bemidji, MN 56601

Telephone Number: 218-308-2289

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

Web Address: NA

Location: Statewide

Total Project Budget: $400,000

Amount Spent: $0

Balance: $400,000

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

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

Exhibit A

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

Today's Date: 02/27/2018

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

I. PROJECT STATEMENT:

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

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

The overarching goals of this project are to:

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

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

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

II. OVERALL PROJECT STATUS UPDATES:

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

III. PROJECT ACTIVITIES AND OUTCOMES:

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

ENRTF BUDGET: $206,487

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

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

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

ENRTF BUDGET: $193,513

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

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

IV. DISSEMINATION:

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

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

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

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

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

V. PROJECT BUDGET SUMMARY:

A. Preliminary ENRTF Budget Overview: See attached budget spreadsheet

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

Explanation of Use of Classified Staff: N/A

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

Enter Total Estimated Personnel Hours:	TOTAL FTE: 3.25

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

Enter Total Estimated Personnel Hours:	TOTAL FTE: 3.00

B. Other Funds:

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

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

VI. PROJECT PARTNERS:

A. Partners receiving ENRTF funding

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

B. Partners NOT receiving ENRTF funding

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

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

VIII. REPORTING REQUIREMENTS:

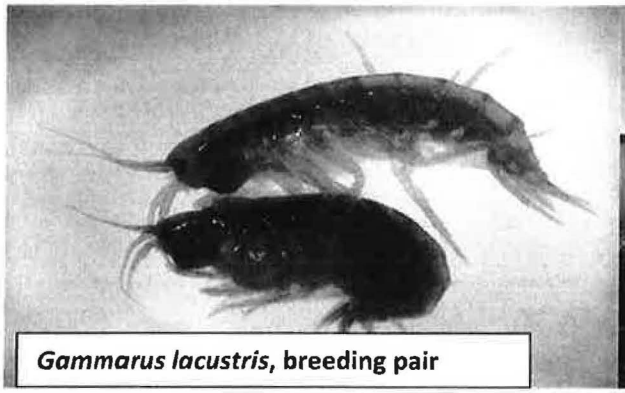
- **The project is for 3 years, will begin on July 1 2018, and end on June 30 2021.**
- **Periodic project status update reports will be submitted January 31 and June 30 of each year.**
- **A final report and associated products will be submitted between June 30 and August 15, 2021.**

IX. SEE ADDITIONAL WORK PLAN COMPONENTS:

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

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

Which habitat characteristics support amphipods in Minnesota's wetlands?



Gammarus lacustris, breeding pair

What is the efficacy of stocking amphipods?

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

Exhibit B, Budget. For BSU Interagency Agreement

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

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

College/Department/Division: Division of Fish and Wildlife

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

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

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

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

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

2 Scope of Work

DNR SHALL:

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

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

BSU SHALL:

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

3 Consideration and Payment

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

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

4 Conditions of Payment

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

5 Authorized Representative

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

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

6 Amendments

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

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

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

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

Signed: Mary Lavelle

Date: 11/19/18

150431 / PO 3-143656

2. BEMIDJI STATE UNIVERSITY

By: _____
(With delegated authority)

Title: VP of Finance + Admin

Date: 11/20/18

3. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: Patrick Lewis
(with delegated authority)

Title: Deputy Director, Fish & Wildlife

Date: 11/26/18

MLT 11/20/18
BP 11.21.18

Exhibit A

DIETS OF MUSKELLUNGE AND OTHER PISCIVORES IN MINNESOTA LAKES

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

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

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

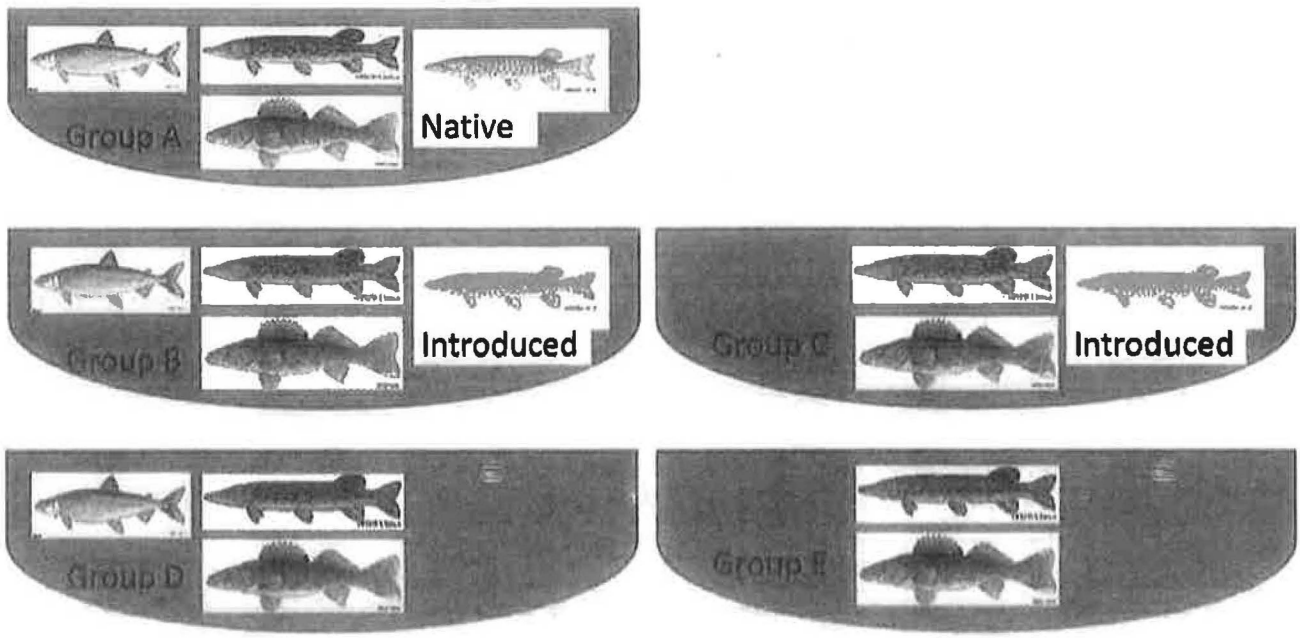


Figure 1. Proposed experimental design where Cisco (present/absent) is crossed with Muskellunge (native, stocked, or absent). A suitable group of study lakes in a native Muskellunge lakes without Cisco category do not exist. Only the Shoepack Lake population and a few remnant low density Muskellunge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

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

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

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

BSU duties, specific methods, and deliverables

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

Exhibit B

BUDGET

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

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

CFMS # _____

STATE OF MINNESOTA
INTERAGENCY AGREEMENT #13

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

Agreement

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

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

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

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

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

        a) <u>General Water Chemistry / Miscellaneous Parameters.</u>
        A total of approximately 4123 and 3540 inorganic and organic parameters shall be sent to the MDA for analysis in each of the fiscal years, FY18 and FY19, respectively. These parameters shall originate from the Division of Ecological and Water Resources and the Division of Fisheries and Wildlife in the approximate numbers shown in Table1 and Table 2, respectively. Total cost will be borne by each DNR Division or Section as indicated below. Bottles and other supplies provided to the DNR for general water chemistry by the MDA laboratory are not covered by this contract and will be billed separately.

Table 1. Parameters and Costs (FY18)

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

Table 2. Parameters and Costs (FY19)

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

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

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

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

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

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

Table 3. FY18-19 Prices per Analyses

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

4. **Deviation in Parameter Numbers.** If general water chemistry numbers deviate significantly from the figures described above, additional parameters shall be paid for through amendment of the interagency agreement at rates to be negotiated by the parties. If a new program involving significant sample parameter numbers arises and MDA agrees to analyze them for DNR, payment for these parameters shall be negotiated by both parties and the interagency agreement shall be amended, as necessary. The MDA Quality Assurance Manual will apply to any additional parameters.

5. **Parameter Re-runs.** If sample results are determined to be in question by the parties, those samples shall be re-analyzed and evaluated for accuracy. In cases where initial results are determined to have been unacceptable (as determined by the MDA quality system protocols), subsequent sample re-runs will not be counted against the number of DNR allowable parameters.

6. **Technical Liaison.** The technical liaison for DNR for the purposes of this agreement is Heidi Rantala or successor. She shall serve as liaison for each of the DNR Divisions (Ecological and Water Resources, Fisheries and Wildlife) in their interactions with MDA. Liaison responsibilities include: advising MDA on parameters to be run; reporting limits needed; scheduling sample submittals; how to handle late arrival of samples; determination of acceptability of sample results; when samples need to be re-run; resolving inconsistencies that occur if sample submittals deviate from anticipated practices; negotiating charges if parameter numbers exceed those outlined in the MOU; approval of invoices for payment; or other changes that are necessary to allow for timely and accurate completion of the analytical services MDA provides under this interagency agreement. Liaison shall review and approve the use of the MDA Quality Assurance Manual.

7. **Coordination of Samples Shipped to MDA.** DNR shall coordinate with MDA to schedule samples on a seasonal basis to the extent that permits and program constraints allow.

B. MDA

1) **Laboratory Data Quality and Certification.** MDA shall continue to maintain the ISO17025 accreditation of its quality system to ensure accuracy and precision of all data generated. In the event that MDA Laboratory is unable to maintain ISO17025 accreditation, MDA shall notify DNR.

2) **Reporting of Laboratory Results.** MDA Laboratory shall report electronic results to the DNR's technical liaison, or designee, using Excel and Adobe pdf formats. Report shall be within the time frames as established by the programmatic requirements. If requested, MDA will provide DNR quality assurance/quality control data or other information to meet program needs. Written report files are acceptable for short turn-around samples.

3) **Record Retention.** MDA shall retain records on-site for a period of five (5) years including all data pertaining to the analytical services performed for DNR under the terms of this agreement, unless specified differently

in the record retention schedule.

4) **Technical Liaisons.** MDA shall designate Supervisor Treeske Ehresmann or successor as technical liaison for the testing of inorganics, and Supervisor Kathryn Reynolds or successor as technical liaison for the testing of organics.

5) **Annual Reports.** Upon request, the MDA shall provide an annual report to the DNR technical liaison detailing the cumulative (year-to-date) number and type of samples analyzed.

6) **Emergencies Which Threaten the Health and Welfare of Human or Animal Populations.** Analytical work from MDA and DNR shall be treated equally except for during an emergency which threatens the health and welfare of human or animal populations. In the event of such an emergency, MDA may give precedence to analytical samples associated with the emergency situation; routine DNR general water chemistry, fish contaminant, or groundwater chemistry samples may be delayed. MDA shall take full financial responsibility for sending those DNR time-sensitive samples already in its possession to another laboratory that is able to meet the analytical and quality requirements. If the emergency situation persists and the DNR acquires additional samples that MDA cannot analyze in a timely manner, the DNR has the option, after notifying MDA, to directly forward all or part of its newly acquired general water chemistry, fish contaminant samples, or groundwater chemistry to another laboratory that can meet its analytical needs.

3. Consideration and Payment

A. General Water Chemistry / Miscellaneous Services

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

B. Fish Contaminant Services

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

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

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

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

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

4. Conditions of Payment

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

sole discretion of DNR's Authorized Representative.

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

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

5. Authorized Representative

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

B. MDA's Authorized Representative is Treeske Ehresmann, Chemistry/Toxicology Unit Supervisor, 651-201-6576 or successor.

6. Amendments

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

7. Liability

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

8. Termination

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

9. Other Provisions

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

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: # 127403 703-116371

Date: 29 June 2017

Department of Agriculture

By: Andrew F. Vaubel

(With delegated authority)

Title: Assistant Commissioner

Date: 6/28/17 MKT 6/29/17

DNR-Fisheries and Wildlife

By: James T. Leach

(With delegated authority)

Title: Director FAW

Date: 6-29-17

DNR-Ecological and Water Resources

By:

(With delegated authority)

Title: Director, EWR

Date: 6-30-17

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This interagency agreement is between the Minnesota Department of Natural Resources - Division of Ecological and Water Resources / County Geologic Atlas Program (CGA), and Minnesota Department of Agriculture (MDA).

Agreement

1) Term of Agreement.

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

b) ***Expiration date***: June 30, 2019 or until obligations have been satisfactorily fulfilled, whichever occurs first.

2) Scope of Work.

a) **Analytical Services**. The parties have determined that MDA will provide analytical services to the County Geologic Atlas Program. The program requires inorganic chemistry analyses of groundwater samples typically collected from domestic wells. A small number of samples may be surface water. Sampling rate is expected to be 20 to 40 samples per week starting in late-April and ending approximately mid-October. The total number of samples per year is approximately 455.

b) **MDA Quality Assurance Manual (QAM) in Lieu of the Quality Assurance Project Plans (QAPPS)**. The MDA Laboratory shall maintain its ISO17025 accreditation by American Association of Laboratory Accreditation (A2LA) under this agreement. The DNR shall review the MDA Quality Assurance Manual annually.

c) **Number of Parameters**. The number and types of parameters shall be further explained and agreed upon during an annual program review using the MDA contracts and tenders procedure. Changes in parameters, procedures, and budget will be reviewed and captured in the most recent Annual Program Review document (attached by reference).

3) Costs.

a) **Sample Sets and Costs**. Of the 455 water samples to be submitted each year, approximately 400 samples will be designated the "Standard Analytes" data set and will be analyzed for twenty one (21) analytes at a total cost of $326 per sample. Approximately 40 samples will be designated the "Carbon-14" data set and will be analyzed for nine (9) analytes at a total cost of $140 per sample Approximately 15 samples will be designated the "Fen" data set and will be analyzed for twelve (12) analytes at a total cost of $191 per sample. Table 2 lists the designated data sets and estimated prices per sample. The analyte suite for all data sets are specifically defined in the Program Review document.

Table 2. Designated Data Sets

Data Set	Number of samples	Number of analytes	Estimated cost per sample
Standard Analytes	400	21	$326
Carbon-14	40	9	$140
Fen	15	12	$191

Table 3 lists the price for individual analytes. Metals are not listed individually in this agreement.

Table 3. Prices per Analyses

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

MDA lab provides sample containers and vials containing preservatives at no additional cost.

b) **Deviation in Parameter Numbers.** If general water chemistry numbers deviate significantly from the figures described above, additional parameters shall be paid for through amendment of the interagency agreement at rates to be negotiated by the parties. If a new program involving significant sample parameter numbers arises and MDA agrees to analyze them for DNR, payment for these parameters shall be negotiated by both parties and the interagency agreement shall be amended, as necessary. The MDA Quality Assurance Manual will apply to any additional parameters.

c) **Parameter Re-runs.** If sample results are determined to be in question by the parties, those samples shall be re-analyzed and evaluated for accuracy. In cases where initial results are determined to have been unacceptable (as determined by the MDA quality system protocols), subsequent sample re-runs will not be counted against the number of DNR allowable samples.

4) Technical Liaisons.

a) **DNR.** The technical liaison for DNR for the purposes of this agreement is Todd Petersen or successor. He shall serve as liaison to the MDA for the County Geologic Atlas Program (program). Liaison responsibilities include: advising MDA on parameters to be run; reporting limits needed; scheduling sample submittals; how to handle late arrival of samples; determination of acceptability of sample

results; when samples need to be re-run; resolving inconsistencies that occur if sample submittals deviate from anticipated practices; negotiating charges if parameter numbers exceed those outlined in the Program Review document; approval of invoices for payment; or other changes that are necessary to allow for timely and accurate completion of the analytical services MDA provides under this interagency agreement. Liaison shall review and approve the use of the MDA Quality Assurance Manual.

b) **MDA**. The technical liaison for MDA for inorganic analysis for the purposes of this agreement is Supervisor Treeske Ehresmann or successor.

5) **Coordination of Samples Shipped to MDA**. DNR shall coordinate with MDA to schedule samples on a seasonal basis to the extent that permits and program constraints allow.

6) **Laboratory Data Quality and Certification**. MDA shall continue to maintain the ISO17025 accreditation of its quality system to ensure accuracy and precision of data generated. In the event that MDA Laboratory is unable to maintain ISO17025 accreditation, MDA shall notify DNR in a timely manner.

7) **Reporting of Laboratory Results**. MDA Laboratory shall provide electronic results in reports to the DNR's technical liaison, or designee, using Excel and Adobe pdf formats. Reports shall be within the time frames as established by the programmatic requirements. If requested, MDA will provide DNR quality assurance/quality control data or other information to meet program needs. Written report files are acceptable for short turn-around samples.

8) **Record Retention.** MDA shall retain records on-site for a period of five (5) years including data pertaining to the analytical services performed for DNR under the terms of this agreement, unless specified differently in the record retention schedule.

9) **Annual Reports**. Upon request, the MDA shall provide an annual report to the DNR technical liaison detailing the cumulative (year-to-date) number and type of samples analyzed.

10) **Consideration and Payment.** DNR shall pay MDA for samples analyzed. DNR payments to MDA will not exceed $138,865 in FY19 for the chemical analyses of groundwater samples as part of the DNR County Geological Atlas Program. Results will be reported to DNR following the designated protocols. This interagency agreement shall be amended if there are significant changes in: the number of samples submitted; changes in the parameters requested; or other considerations agreed upon by both parties.

11) **Conditions of Payment.** All services provided by MDA under this agreement must be performed to DNR's satisfaction, as determined at the sole discretion of DNR's Authorized Representative. Payment for services completed shall be transferred to MDA following quarterly invoices prepared and submitted by MDA during each fiscal year via SWIFT.

12) **Authorized Representative.**

a) DNR's Authorized Representative is Todd Petersen (todd.petersen@state.mn.us), Research Scientist, 651-259-5698, or successor.

b) MDA's Authorized Representative is Treeske Ehresmann (treeske.ehresmann@state.mn.us), Chemistry/Toxicology Unit Supervisor, 651-201-6576 or successor.

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

14) **Liability.** Each party will be responsible for its own acts and behavior and the results thereof.

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

16) **Other Provisions.**

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

b) **Management Group**. The Management Group for the purposes of this agreement shall be comprised as follows:

- DNR - Todd Petersen (technical liaison) and Paul Putzier (Supervisor of CGA)
- MDA - Treeske Ehresmann (Chemistry/Toxicology Unit Supervisor).

STATE ENCUMBRANCE VERIFICATION

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

Signed: Felicia Barnes

Date: 7/10/18

Minnesota Department of Agriculture

By: _____
(With delegated authority)

Title: Deputy Commissioner

Date: 6/26/18

Minnesota DNR-Ecological and Water Resources

By: _____
(With delegated authority)

Title: Director, Ecological & Water Resources

Date: 7-12-18

Amendment No. 1 to Interagency Agreement 143732/3000136122

Contract Start Date:	7/12/2018	Total Contract Amount:	$140,956
Original Contract Expiration Date:	6/30/2019	Original Contract:	$138,865
Current Contract Expiration Date:	6/30/2019	Previous Amendment(s) Total:	$ 0
Requested Contract Expiration Date:		This Amendment:	$2,091

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources ("State") and Minnesota Department of Agriculture Laboratory ("Contractor").

Recitals

1. The State has a contract with the Contractor identified as Swift Contract 143732/3000136122, DNR-MDA Lab Interagency Agreement.
2. Contract is amended to add additional samples to be analyzed.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 2 "**Scope of Work, a) Analytical Services**" is amended as follows:

Analytical Services. The parties have determined that MDA will provide analytical services to the County Geologic Atlas Program. The program requires inorganic chemistry analyses of groundwater samples typically collected from domestic wells. A small number of samples may be surface water. Sampling rate is expected to be 20 to 40 samples per week starting in late-April and ending approximately mid-October. The total number of samples per year is approximately ~~455~~461.

REVISION 2. Clause 3 "**Costs, a) Sample Sets and Costs**" is amended as follows:

Sample Sets and Costs. Of the ~~455~~461 water samples to be submitted each year, approximately ~~400~~407 samples will be designated the "Standard Analytes" data set and will be analyzed for twenty one (21) analytes at a total cost of $326 per sample. Approximately 40 samples will be designated the "Carbon-14" data set and will be analyzed for nine (9) analytes at a total cost of $140 per sample Approximately ~~15~~14 samples will be designated the "Fen" data set and will be analyzed for twelve (12) analytes at a total cost of $191 per sample. Table 2 lists the designated data sets and estimated prices per sample. The analyte suite for all data sets are specifically defined in the Program Review document.

Table 2. Designated Data Sets

Data Set	Number of samples	Number of analytes	Estimated cost per sample
Standard Analytes	~~400~~407	21	$326
Carbon-14	40	9	$140
Fen	~~15~~14	12	$191

Table 3 lists the price for individual analytes. Metals are not listed individually in this agreement.

Table 3. Prices per Analyses

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

MDA lab provides sample containers and vials containing preservatives at no additional cost.

REVISION 3. Clause 10 **"Consideration and Payment"** is amended as follows:

DNR shall pay MDA for samples analyzed. DNR payments to MDA will not exceed ~~$138,865~~$140,956 in FY19 for the chemical analyses of groundwater samples as part of the DNR County Geological Atlas Program. Results will be reported to DNR following the designated protocols. This interagency agreement shall be amended if there are significant changes in: the number of samples submitted; changes in the parameters requested; or other considerations agreed upon by both parties.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Felicia Barnes

Date: 9/7/2018

SWIFT Contract No. 143732/3000136122

2. Minnesota Department of Agriculture

By: _____
(with delegated authority)

Title: Deputy Commissioner

Date: 9/13/18

3. Minnesota DNR – Ecological and Water Resources

By: _____
(with delegated authority)

Title: Director, Ecological & Water Resources

Date: 9/14/18

Rev. 7/11

FY19 Interagency Agreement

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

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

Agreement

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1 Term of Agreement

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

1.2 ***Expiration date:*** June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

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

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

Central Mail will:

2.1 Complete all postcard printing jobs by the agreed upon timelines;

2.2 Provide assistance with any redesign or modifications to the mail piece that may be needed throughout the agreement period to achieve the lowest possible postage rate;

2.3 Perform any required address hygiene work to achieve the lowest possible postage rates;

2.4 Track the quantity of postcards printed and mailed within the billing period. Complete the National Change of Address (NCOA) for each job as required by the USPS;

2.5 Provide an exception report of the addresses deemed as undeliverable;

2.6 Provide the DNR with a monthly report which itemizes the volume of each mailing completed;

2.7 Bill the DNR monthly with an itemized invoice of the volume of printed, completed and production processes, including address hygiene and bulk zip code sorting, based on the rates agreed upon in this document.

DNR will:

2.8 Define the requirements for each job submitted;

2.9 Coordinate the timely transmission of the necessary print output files from DNR to Central Mail to enable the printing of the jobs;

2.10 Provide the pre-printed postcard stock, and arranging for the timely delivery of stock the DNR, or the DNR print vendor, to Central Mail, upon request by Central Mail;

2.11 Reimburse Central Mail, upon receipt of the monthly bill for services provided under this agreement.

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

3 Consideration and Payment

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

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

Final invoice must be received no later than August 30, 2019. Payment should be made directly to:

Vendor: G020000000 Location: 008 Address: 9

4 Conditions of Payment

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

5 Authorized Representative

5.1 Central Mail's Authorized Representative is Catherine Cheesebrow (or his/her successor), Central Mail Supervisor, 395 John Ireland Blvd, G-60, Saint Paul MN 55155. 651-296-6802.

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

6 Amendments

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

7 Liability

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

8 Termination

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

9 Data Practices

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

1 STATE ENCUMBRANCE VERIFICATION

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

Signed: Kristel Peters

Date: July 6, 2018

144430/3-135818

2 Minnesota Department of Natural Resources

JM 7-6-18

By: James T. Hawk

Title: Director, Div of Fish & Wildlife

Date: 7-9-18

3 Minnesota Department of Administration

By: Catherine Chessbrough

(with delegated authority)

Title: Supervisor, Central Mail

Date: 7-9-18

Attachment A – Rate Sheet

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

amend 1.

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

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

Recitals

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

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

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

Agreement Amendment

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

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

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

1.2 ***Expiration date***: ~~June 30, 2019~~ August 31, 2019, or until ~~all obligations have been satisfactorily fulfilled~~ a new rate schedule is available and a new contract can be agreed upon, whichever occurs first.

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

5.1 Central Mail's Authorized Representative is Catherine Cheesebrow (or his/her successor), Central Mail Supervisor, 395 John Ireland Blvd, G-60, Saint Paul MN 55155. 651-296-6802.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: N/A ET

Date: 6/20/19

SWIFT Contract No. 144430 / 3-135818

2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

6-20-19

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

Title: Acting Division Director, FAW

Date:

3. MINNESOTA DEPARTMENT OF ADMINISTRATION

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

Title: Supervisor, Central Mail

Date: 6-19-19

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

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

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

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

NOW, THEREFORE, IT IS AGREED:

1. **Scope:** The DNR agrees to pay to the Attorney General's Office ("AGO") in FY 2018 and 2019 (July 1, 2017 through June 30, 2019) an amount equal to the costs of legal services that are directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided to the DNR by the AGO. The billings for actual hours of service provided will be based on hourly rates of $131.00 for attorney services and $83.00 for legal assistant and investigator services. The actual breakdown of legal services provided by attorneys and legal assistants will be determined within the AGO's discretion. Both the DNR and the Attorney General acknowledge that the hourly rates in this Agreement are based on the hourly rates charged by the AGO for services to state agencies. Provided, however, that the DNR reserves the right to contest a bill or a portion of a bill for legal services. The AGO agrees to provide DNR with a report of legal services that will be billed five days prior to preparing an invoice. DNR shall notify the AGO of its intent to dispute a portion of the report and the basis for its dispute within five days of receiving the report. If the DNR contests a portion of a report, the AGO will only invoice for the uncontested portion while the parties try to resolve the issue. DNR shall pay the invoice for the uncontested portion of the report to the AGO as provided in paragraphs 4 and 5.

2. **Provision of Services:** The AGO shall provide legal services to the DNR in accordance with Minnesota Statutes Section 8.06, except those duties, if any, delegated to the DNR or provided by outside counsel under Section 8.06. The scope of legal services to be provided includes all matters pertaining to the DNR's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, and provision of other legal needs as may be necessary. Pursuant to Section 8.06, the AGO may authorize outside counsel to be employed to provide legal services to the DNR. Upon request, the AGO agrees to make representative(s) available to meet with the DNR to review priorities for legal services.

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

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

4. **Transfer Mechanism:** Except as provided in paragraph 1, monthly payments shall be made by the DNR to the AGO based on billings for hours of service provided for legal work. The payment(s) shall be made within 30 days of the date of the monthly billing. The first monthly billing to the DNR under this Agreement will cover the period of time commencing July 1, 2017.

5. **Reporting:** Hours of legal services provided under this Agreement will be recorded by AGO staff for inclusion in the AGO payroll system. The AGO will provide the DNR with a report of all hours of service provided under this Agreement on a monthly basis. Monthly, the AGO will provide a billing report to the DNR, including the total number of hours identifiable by case and a requested payment amount. The first monthly billing report to the DNR under this Agreement will cover the period of time commencing July 1, 2017.

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

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

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

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

7. **Estimated Amount:** The total cost of legal services to be provided to the DNR by the AGO in FY 2018 and 2019 is estimated by the DNR and the AGO to be $1.7 million. This amount of AGO legal services is merely a rough estimate for a two-year period.

8. **Insufficient Funding:** The DNR will endeavor in good faith to pay for the total amount of legal services actually rendered to it by the AGO. However, if the DNR believes during the term of this Agreement that it will not have sufficient funds to pay for all the legal services anticipated to be rendered to it by the AGO, the DNR shall immediately so notify the AGO. The parties acknowledge that a new or supplemental appropriation may be necessary, and MMB, the DNR and the AGO shall work cooperatively to obtain any necessary increased or supplemental funding. The parties agree that the DNR's obligation to pay for the cost of AGO legal services does not require the DNR to transfer funds to the AGO that (1) are appropriated or limited by contract, to be used for a specific purpose that clearly does not include the payment for AGO legal services; (2) would result in staff furloughs, involuntary leaves of absences or layoffs; or (3) are encumbered to pay for an expense unrelated to the payment of AGO legal services, but it is understood that the DNR may unencumber a portion or all of encumbered funds to the extent they are not necessary to pay for the expense for which they were encumbered.

9. **Amendments.** Any amendments to this Agreement shall be in writing and shall be executed as an amendment to the Agreement, including the mutual consent of all parties to the amendment.

10. **Authorized Agent:** The authorized agent of the AGO for purposes of this Agreement is Ray Smith, Director of Finance. The DNR's authorized agent for purposes of this Agreement is Dave Schad, Deputy Commissioner.

APPROVED:

DEPARTMENT OF NARTURAL RESOURCES

By: _____

Title: Deputy Commissioner

Date: 8/8/2017

OFFICE OF THE ATTORNEY GENERAL

By: _____

Title: Deputy Attorney General

Date: 8/14/17

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

MINNESOTA MANAGEMENT & BUDGET

By: _____

Title: Dept. Commissioner

Date: 8/16/17

Management
Analysis
& Development

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

Requesting Agency: Department of Natural Resources – Parks and Trails Division MAD Contact: Renda Rappa

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

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

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

Processing Information: (Some entries may not apply.) Begin Date: 101016 End Date: 063017

Contract: 116150 Order: 3-104026
Number/Date/Entry Initials Number/Date/Signatures

April Kane 10/6/16

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

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

1. Services to be Performed:

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

2. Contacts:

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

3. Consideration and Terms of Payment:

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

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

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

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

4. Effective Dates:

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

5. Cancellation:

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

6. Requesting Agency's Authorized Agent:

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

7. Interagency Agreement Authorization:

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

8. Amendments:

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

9. State Audit:

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

10. Liability:

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

Approved:

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

a-rk 10/6/16

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CONSULTING

GUIDING LEADERS AND TEAMS IN DISCOVERY AND ACHIEVEMENT
185 Wedgewood Drive, Mahtomedi, MN 55115 | Phone 651.253.3220 |
hjohnson@lanternaconsulting.com | www.lanternaconsulting.com

WORK AGREEMENT PROPOSAL

SUBMITTED TO: Erika Rivers, Director, Parks and Trails

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

DATE: August 31, 2016

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

CONTEXT

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

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

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

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KEY AREAS OF WORK

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

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

OUR PROPOSED APPROACH AND METHOD

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

1. Organizational Structure and Alignment

The client requested assistance with two strategic processes.

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

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

To address this, Lanterna Consulting will:

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

1. Organizational Structure and Alignment CONT.

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

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

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

2. Geographic Staffing Model Development and Implementation

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

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

To answer these questions, Lanterna will:

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

3. Staff Position Equity and Streamlining

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

To address this, Lanterna Consulting will:

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

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

PROPOSED TIMELINES FOR WORK STREAMS

Fall 2016	Winter 2017	Spring 2017	Summer 2017
Work Area #1: VISIONING (1.A.)			
Conduct visioning exercise with leadership. Provide staff input and engagement opportunity. *Holly lead; Judy assist.*	Gather and synthesize feedback on draft visioning content Reconvene visioning team and review input. Refine and vet for CMO approval Communicate vetted, finalized vision		
Work Area #3: STAFFING			
Conduct initial material review for staffing and positions. Meet with DNR HR to determine plan for review. Establish working group. *Judy lead.*	Select classifications. Confirm requirements for each position level. Develop roll out plan.	Roll out to regional, division and unit levels. Commence review of positions.	Continue position reviews until completed.
		Work Area #2: GEOGRAPHIC MODEL Assess current model. Develop key factors. Conduct best practices review. Develop alternatives. Review with stakeholders. Develop recommendations. *Holly lead.*	Identify pilot project location(s) and parameters. Work with DLT/region(s) to develop plan for implementation.

WORK STREAMS – FLEXIBLE TIMELINE

Fall 2016 **Winter 2017** **Spring 2017** **Summer 2017**

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

- *Flexible Timing / TBD*

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

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

Finalize and implement.

Judy lead; Holly assist.

KEY ASSUMPTIONS

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

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WORK ACTIVITIES, DELIVERABLES & ESTIMATES

Key Work Streams	Estimates
1.A. Organizational Visioning 1. Design, prepare, facilitate and document one full day workshop with division representatives 2. Develop staff input process (ranging from a survey, to a script for self facilitated discussions, to facilitated discussions by region with travel time) 3. Compile themes 4. Incorporate additional material 5. Design and facilitate workshop #2 6. Gulde communications sharing visioning result	▪ Total consultant hours: 164 low to 254 high ▪ Holly – lead/Judy - assist
1.B. Decision-Making / Role & Responsibility Clarification 1. Design, facilitate and document 4 full day sessions (or equivalent).	▪ Total consultant hours: 90 ▪ Judy – lead/Holly - assist
2. Geographic Modeling & Pilot Design 1. Assess current model, develop key factors. 2. Conduct best practices review. 3. Develop alternatives. 4. Review with stakeholders, and develop recommendations. 5. Identify pilot project locations and parameters. 6. Work with DLT/regions to develop plan for implementation.	▪ Total consultant hours: 100 low to 180 high ▪ Holly
3. Staffing – Position Equity & Streamlining 1. Conduct initial material review for staffing and positions. 2. Establish plan for implementation with DNR HR. Establish working group. 3. Assist working group in selection of classifications, confirming requirements for each position level, and developing roll out plan. Anticipate 1 – 2 facilitated meetings monthly, 3 hours each. Project management. 4. Design roll out process. Guide work group in communication to regional, division and unit levels. 5. Provide project management for review of positions. Continue positions reviews until completed. 6. Meet monthly with HR and team to maintain focus and assess progress. 15 hours/month, April – June	▪ Total consultant hours: 179 low to 410 high ▪ Judy

4. Integrated Work Streams Management & Coordination 1. Monthly one hour planning and coordination meetings with overall executive sponsors and consultant team. Includes preparation and follow-ups. Anticipated 9 monthly meetings, 1 hour each.	▪ Total consultant hours: 72 ▪ Holly and Judy
Total Cost	**$210,000***

** Total encumbered includes MAD administrative fee*

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

BUDGET

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

CONTRACT SUMMARY

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

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CONSULTANT TEAM

PROFILES & EXPERIENCE

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

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

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

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

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

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

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

COMBINED EXPERIENCE INCLUDES

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

CLIENT REFERENCES PROVIDED UPON REQUEST

Management
Analysis
& Development

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-060

WHEREAS, the State of Minnesota, **Department of Natural Resources – Parks and Trails Division,** has an interagency agreement identified as **2017-060 (Contract: 116150, Order: 3-104026)** 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 962 hours at a rate of $210.00 per hour for services provided by Lanterna Consulting Inc. and up to $8,000.00 for contract management as documented by invoice prepared by the Division. The Division will also charge up to $2,000.00 for travel and business expenses incurred by Lanterna Consulting. The total amount the Division will invoice under this agreement shall not exceed ~~$210,020.00~~ $212,020.00.

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

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

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Phil Cope	By: Brenda E Rappa
Title: Deputy Director	Title: Business Manager
Date: 12/5/2016	Date: Nov 21, 2016

April Kane 12/5/16 116150
encumbered ✓ 3-104026

Management
Analysis
& Development

AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-060

WHEREAS, the State of Minnesota, **Department of Natural Resources – Parks and Trails Division,** has an interagency agreement identified as **2017-060 (Contract: 116150, Order: 3-104026)** 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 and 4** of the 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 ~~962~~ 1,319 hours at a rate of $210.00 per hour for services provided by Lanterna Consulting Inc. and up to $8,000.00 for contract management as documented by invoice prepared by the Division. The Division will also charge up to $2,000.00 for travel and business expenses incurred by Lanterna Consulting. The total amount the Division will invoice under this agreement shall not exceed ~~$212,020.00~~ $286,990.00.

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

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

4. Effective Dates:

This agreement is effective October 10, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30~~ December 31, 2017, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: [signature]	By: [signature]
Title: Deputy Director	Title: Business Manager
Date: 06/15/2017	Date: June 14, 2017

Contract # 116150 P.O. 3-104026

Management Analysis & Development

AMENDMENT #3 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-060

WHEREAS, the State of Minnesota, **Department of Natural Resources – Parks and Trails Division**, has an interagency agreement identified as **2017-060 (Contract: 116150, Order: 3-104026)** 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 and 4** of the 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 ~~1,319~~ 1,579 hours at a rate of $210.00 per hour for services provided by Lanterna Consulting Inc. and up to $8,000.00 for contract management as documented by invoice prepared by the Division. The Division will also charge up to ~~$2,000.00~~ $2,400.00 for travel and business expenses incurred by Lanterna Consulting. The total amount the Division will invoice under this agreement shall not exceed ~~$286,990.00~~ $341,990.00.

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

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

4. Effective Dates:

This agreement is effective October 10, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2017~~ June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: [signature]	By: Renda E Ruppa
Title: DEPUTY DIRECTOR	Title: Business Manager
Date: 12/27/2017	Date: Dec 26, 2017

Melissa Jary
12.27.17 PO# 3-104026

Management
Analysis
& Development

AMENDMENT #4 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-060

WHEREAS, the State of Minnesota, **Department of Natural Resources – Parks and Trails Division,** has an interagency agreement identified as **2017-060 (Contract: 116150, Order: 3-104026)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

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

4. Effective Dates:

This agreement is effective October 10, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2018~~ December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: [signature]	By: Renda E Reuppa
Title: Admin Mgr.	Title: Business Manager
Date: 6/5/18	Date: June 1, 2018

DB

CONTRACT 116150
purchase order
3-104026
encumbered
April Kane 6/1/18

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

AMENDMENT #5 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-060

WHEREAS, the State of Minnesota, **Department of Natural Resources – Parks and Trails Division,** has an interagency agreement identified as **2017-060 (Contract: 116150, Order: 3-104026)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **3** and **4** of the 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 ~~1,579~~ 1,674 hours at a rate of $210.00 per hour for services provided by Lanterna Consulting Inc. and up to $8,000.00 for contract management as documented by invoice prepared by the Division. The Division will also charge up to $2,400.00 for travel and business expenses incurred by Lanterna Consulting. The total amount the Division will invoice under this agreement shall not exceed ~~$341,990.00~~ $361,940.00.

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

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

4. Effective Dates:

This agreement is effective October 10, 2016, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2018~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: [signature]	By: Renda E Rappa
Title: Deputy Director	Title: Business Manager
Date: 12/10/2018	Date: Dec 6, 2018

Contract # 116150 PO# 3-135248

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, St. Paul, MN 55155
Telephone: 651-259-3800 • Fax: 651-297-1117 • TTY: 800-627-3529 • http://mn.gov/mmb/mad/

Encumbered by: Karen Potvin 12-10-18

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

AMENDMENT #6 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-060

WHEREAS, the State of Minnesota, Department of Natural Resources – Parks and Trails Division, has an interagency agreement identified as 2017-060 (Contract: 116150, Order: 3-104026) with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) 3 of the 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 ~~1,674~~ 1,693 hours at a rate of $210.00 per hour for services provided by Lanterna Consulting Inc. and up to $8,000.00 for contract management as documented by invoice prepared by the Division. The Division will also charge up to ~~$2,400.00~~ $3,550.00 for travel and business expenses incurred by Lanterna Consulting. The total amount the Division will invoice under this agreement shall not exceed ~~$361,940.00~~ $367,080.00.

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.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Phyllis Fay	By: Renda E Rappa
Title: Deputy Director	Title: Business Manager
Date: 1/16/2019	Date: Jan 10, 2019

DB

Contract # 116150
PO # 3-135248
encumbered by Karen Potvin 1-9-19

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

MAD Project Number: 2017-128
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES

Requesting Agency: Department of Natural Resources – Fish and Wildlife MAD Contact: Renda Rappa

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, Approp ID – G100085, Fund – 6200, Accounts - 670011

Agency:	Fiscal Year:	
Total Amount of Contract: $49,629.00	Amount of Contract First FY:	
Commodity Code: 023-19-000000	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

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

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

Contract: #127231 / 26 Jun 17 / [illegible] Order: PO3-115726 / 26 Jun 17 / [illegible]
Number/Date/Entry Initials Number/Date/Signatures

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

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

1. Services to be Performed:

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

2. Authorized Representatives:

The following persons will be the primary authorized representatives for all matters concerning this agreement.
Management Analysis and Development: Renda Rappa Requesting Agency: Pat Rivers

3. Consideration and Terms of Payment:

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

Up to 216 hours at a rate of $210.00 per hour for services provided by Lanterna Consulting Inc. and up to $3,629.00 for contract management as documented by invoice prepared by the Division. The Division will also invoice up to $640.00 for travel/business expenses incurred by Lanterna Consulting. The total amount the Division will invoice under this agreement shall not exceed $49,629.00.

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 June 26, 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 agent for the purposes of this agreement is Pat Rivers. 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 16B.04, subd. 2(4); 16B.36; 16B.48, subd. 2(7); 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: Patrick Rivers	By: Pamela E Rappa
Title: Deputy Director, Fish & Wildlife	Title: Business Manager
Date: 6/26/17	Date: June 23, 2017

SFY 2018 Work Agreement

Submitted to: Jim Leach, Division Director, and Pat Rivers, Deputy Director

From: Holly Johnson, Lanterna Consulting Inc. contracted through Management Analysis & Development

Effective Date: June 26, 2017

CONTRACT SUMMARY

- *Focus:* Strategic visioning and planning for DNR Division of Fish and Wildlife
- *Duration:* ~12 months / June 26, 2017 through June 30, 2018
- *Total Budget:* $50,000
  - Total of 216 hrs @ $210/hr. = $45,360
  - 8% MAD administrative fee = $3,629
  - Up to $640 travel expenses for hotel, mileage, meals, etc. as approved by client
  - Any excess is released back to client or can be applied toward additional initiative work
- *MAD Consultant:* Holly Johnson
- *Primary Client Contact:* Pat Rivers, Deputy Director
- *Sponsor:* Jim Leach, Division Director

FOCUS OF WORK

1. **Design and Management Support for the Fish and Wildlife Division Evolution Project:** Consulting support to assist the Director, Deputy Director and other division leaders in their visioning work and organizational planning efforts for the division's short-term (3-5 years), long term (10-15 years) and post-Legacy (2034 and beyond) horizons. Includes assistance in project planning, communication, design, preparation, facilitation, debriefing, and implementation planning support.

KEY ASSUMPTIONS

- Client will provide administrative support, scheduling coordination and meeting space.
- Assumes continued access to, and leveraging of, internal resources wherever possible.
- Flexibility to adjust contract scope, timeline and budget as initiative progresses and level of effort to support evolves.

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-128

WHEREAS, the State of Minnesota, **Department of Natural Resources – Fish and Wildlife**, has an interagency agreement identified as **2017-128 (Contract: 127231, Order: 3-115726)** 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) **1, 3** and **5** of the original contract shall be amended to read:

1. Services to be Performed:

The Division agrees that through its Master Contract with Lanterna Consulting Inc. it will sub-contract with Lanterna Consulting Inc. to provide strategic consulting identified in Exhibit A-1, which is attached and incorporated as part of this contract.

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 ~~216~~ 501 hours at a rate of $210.00 per hour for services provided by Lanterna Consulting Inc. and up to ~~$3,629.00~~ $8,000.00 for contract management as documented by invoice prepared by the Division. The Division will also invoice up to ~~$640.00~~ $750.00 for travel/business expenses incurred by Lanterna Consulting. The total amount the Division will invoice under this agreement shall not exceed ~~$49,629.00~~ $113,960.00.

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.

5. Effective Dates:

This agreement is effective June 26, 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~~ December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: James T. Stark	By: Ronda E Rappa
Title: Director, Div of Fish & Wildlife	Title: Business Manager
Date: 2-6-18	Date: Feb 5, 2018

JK 2-6-18

Signature Routed 2-6-18
C- 127231
303-115726

SFY 2018 Work Agreement – Amended January 2018

Submitted to: Jim Leach, Division Director, and Pat Rivers, Deputy Director

From: Holly Johnson, Lanterna Consulting Inc. contracted through Management Analysis & Development

Effective Date: June 26, 2017

CONTRACT SUMMARY

- *Focus:* Strategic visioning and planning for DNR Division of Fish and Wildlife
- *Duration:* ~18 months / June 26, 2017 through December 31, 2018
- *Total Budget:* $113,960
  - Total of 501 hrs @ $210/hr. = $105,210
  - 8% MAD administrative fee = $8,000
  - Up to $750 travel expenses for hotel, mileage, meals, etc. as approved by client
  - Any excess is released back to client or can be applied toward additional initiative work
- *MAD Consultant:* Holly Johnson
- *Primary Client Contact:* Pat Rivers, Deputy Director
- *Sponsor:* Jim Leach, Division Director

FOCUS OF WORK

1. **Design and Management Support for the Fish and Wildlife Division Evolution Project:** Consulting support to assist the Director, Deputy Director and other division leaders in their visioning work and organizational planning efforts for the division's short-term (3-5 years), long term (10-15 years) and post-Legacy (2034 and beyond) horizons. Includes assistance in project planning, communication, design, preparation, facilitation, debriefing, and implementation planning support.

KEY ASSUMPTIONS

- Client will provide administrative support, scheduling coordination and meeting space.
- Assumes continued access to, and leveraging of, internal resources wherever possible.
- Flexibility to adjust contract scope, timeline and budget as initiative progresses and level of effort to support evolves.

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2017-128

WHEREAS, the State of Minnesota, Department of Natural Resources – Fish and Wildlife, has an interagency agreement identified as 2017-128 (Contract: 127231, Order: 3-115726) 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) 5 of the first amendment to the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective June 26, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2018~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: James T. Stasek	By: Renata E Rappa
Title: Director, Div of Fish & Wildlife	Title: Business Manager
Date: 12-19-18	Date: Dec 14, 2018

gn 12-18-18

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

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

Requesting Agency: Department of Natural Resources MAD Contact: Renda Rappa

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

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

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

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

Contract: 124123/3-124210 Order: 3-124210

Number/Date/Entry Initials Number/Date/Signatures

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

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

1. Services to be Performed:

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

2. Contacts:

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

3. Consideration and Terms of Payment:

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

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

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

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

4. Effective Dates:

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

5. Cancellation:

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

6. Requesting Agency's Authorized Agent:

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

7. Interagency Agreement Authorization:

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

8. Amendments:

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

9. State Audit:

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

10. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis & Development
By: Laurie Martinson	By: Kenda E Rappa
Title: Director	Title: Business Manager
Date: 11-2-17	Date: Oct 25, 2017

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

EXHIBIT A

DEYOUNG
CONSULTING SERVICES

Proposal For:

Minnesota Department of Natural Resources

DEPARTMENT OF
NATURAL RESOURCES

Project: Strategic Communications Planning

Updated: October 19, 2017

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

710 South Second Street, Suite 400, Minneapolis, MN 55401
Phone: (612) 336-3755
Email: karen@deyoungconsultingservices.com
www.DeYoungConsultingServices.com

DEYOUNG
CONSULTING SERVICES

Project Overview & Situation Assessment

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

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

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

- Natural Resources Are Everywhere, And Constituencies of DNR Are Equally Vast (And Passionate). The topics and issues where DNR interacts with the public range from maintaining parks, trails, campsites and fishing – resources that enable families to spend time together and lie at the heart of Greater Minnesota's tourism industry – to enforcing challenging topics like regulating movement of Chronic Wasting Disease or Zebra Mussels, or stopping methamphetamine labs from being set up on public lands. Organized environment, tourism and business industries are deeply tied to the work of DNR – especially in Greater Minnesota. This is a broad range of interests for any department to reach with consistent, effective communications.

- Broad Geography & Changing Staff Heighten Importance of Consistent Communications. The DNR is organized by seven divisions with more than 100 offices or remote sites across the state of Minnesota. More than 1 in 3 officers are set to retire in the next 5 years. The combined effect creates a significant and unique communication challenge: staff are geographically diffused and will be constantly changing, yet an effective strategic communications planning process should reach these far corners of the agency and empower all to communicate from a consistent foundation.

- Staff Disbursement And Inconsistent Structure May Amplify Communications Challenges and Needs. The DNR employs approximately 50 communications staff in a variety of roles and focus-areas, but only 30 of those staff report in through the agency's communications office. A 2009 report by Minnesota Management Analysis & Development (MAD) noted: "Agency communications is more a historical byproduct than a designed system." This structurally diffuse nature can likely compete with the strategic ambition of aligned strategic communications. The tension that sits underneath this dynamic will be as important to address as any messaging topic that may arise in planning process.

- DNR's Historic Understanding And Expectations Of Communications Is Inconsistent. Presuming the reports prepared by MAD are a fair reflection and important guide for DNR's communications strategy from 2009 to present, counsel to date shows limited and inconsistent understanding of communications' role in advancing an agency mission. For example, the 2009 report talks about both a mission of the communications department as a service to the other divisions, and just paragraphs later references the value of agency-wide and proactive communications. These inconsistencies sit atop a field (communications) that has almost totally changed since 2009 due to the mainstreaming of social media and the new public expectations that have grown from an on-demand information culture.

- DNR's Public Interactions Often Involve Regulating an Existing Natural Resource, Rather Than Delivering A Service. The Department of Human Services has a long and clear list of services it provides to its constituents. On the other hand, the DNR's relationship with the public it reaches is quite different. DNR's role is often to serve as a gatekeeper to passionate hobbies by providing licenses to hunters and anglers, for example. Or DNR is in the position of negotiating competing interests to protect the environment while respecting the economy in areas of the state where wildlife is at the heart of community culture and economy. In these examples and more, DNR's role is that of intermediary between people and the environment, rather than as an agency delivering services. That's a different role that creates different relationships with constituents served; these differences must be reflected in effective communications.

- DNR Has A Different Relationship With Local Governments And Tribal Governments Than Most State Departments. The natural environment is as "grassroots" and ground-level as they come. Doing the work of protecting natural resources requires being in communities and in nature, and working with the local governments is central to that. DNR staff likely interacts regularly with county commissions on issues of land use and planning; watershed districts on issues of waterway protection and preservation; and tribal governments on topics of protecting the quality and culturally appropriate accessibility of important natural resources. These dynamics create many important and delicate relationships that likely require regular engagement as part of any planning or regulatory process.

- Effective Communications Will Recognize These Variables, And the Changing Public And Media Landscape. As the Conservation Agenda notes, the public's demand for accessible information has increased significantly with the proliferation of smart phones, social media and other direct communications sources. Yet the general fund resources provided to the department have decreased by 30 percent from 2004 to 2014. The added expectations and fewer resources only heighten the importance of clear, consistent and effective communications in helping the DNR achieve its mission.

Strategic Planning for Communications Approach

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

1. Understand Stakeholders + Strategies. We start the planning process by taking time to understand the organization, project team and leadership. We explore your understanding of the communications challenges and opportunities facing DNR, who you see as your essential stakeholders, and your vision for the future of the agency. This grounding helps ensure that each step in the process is highly customized to DNR's needs, audiences and ambitions.

2. Culture + Structure Matters. Before diving deep into a planning process, we take time to understand the agency's structure and culture. Often strategic communications plans focus only on culture – the language, norms and artifacts that influence how teams interact with each other and with constituents. We go a step further to evaluate both culture and structure because we understand that creating new and effective strategic communications – and especially strategies that transform perceptions and behaviors – requires understanding both where perceptions are starting from and how competing and aligned interests could emerge in the planning process. This analysis is also an opportunity to understand roles within the organization, and identify important messengers and leaders to engage throughout the process.

3. Focus On The Why. Capacity for communication and change are built by defining and reinforcing strong visions bolstered by true passion. DNR is at an advantage in this respect – it's an agency of people who are dedicated to the environment. We work closely with agency leadership to understand and frame why the agency matters, and cast visions that inspire staff and constituents to work together toward a shared future.

4. Message. Messenger. Sequence. Effective Communications Strategy Considers All Three. Our team believes deeply in the value of three-dimensional communications. Words and messages matter. But the right words from the right person at the right time make all of the difference. We develop strategic communications planning processes that put this belief front-and-center, involving staff in the process for maximum buy-in on implementation. And the plans we create integrate three-dimensional thinking for maximum impact.

Steps for Strategic Communications Planning

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

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

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

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

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

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

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Consultant Qualifications, References & Experience

Karen DeYoung, M.Ed.

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

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

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

Stephanie Devitt, M.P.P.

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

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

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

Anna Peterson, M.S.

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

Client References for Strategic Communications (Stephanie Devitt)

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

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Work Plan and Budget

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

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Phase 2: Listen + Engage Timing: January - March 2018 Deliverables: Survey, listening meeting agendas, interview questions and lists Measure of Success: DNR's diverse stakeholder mix is heard from and can inform the strategic communications plan			
Step	**Key Activities**	**DNR Contributions**	**Budget**
Develop + Deploy Stakeholder Survey	- Understand the perspective of DNR's diverse stakeholder mix, and test messages and methods, through a SurveyMonkey survey - Develop survey questions - Work with DNR to understand the lists available and means of reaching stakeholders. And who is and isn't reached with this method. - Input survey questions and support DNR to deploy survey	- Identify lists available to deploy survey - Manage distribution of the survey to DNR constituencies - Provide input and review of survey questions, messages to test	$22,200 (148 consultant hours) $800 (Mileage to 4 sites, meeting food)
Develop + Lead Regional Listening Sessions	- Create 2 hour meeting agenda and facilitation questions - Work with DNR to identify invitation lists and develop invitation copy - Conduct 4, 2-hour listening meetings at regions across MN	- Work with regional staff to identify regional hosts and invitation lists - Schedule listening meetings - Provide feedback on agenda and facilitation questions	
Conduct Interviews With Strategic Constituencies	- Identify a recommended list of 15 – 20 stakeholders for potential interviews - Draft interview questionnaire - Conduct 10 – 12 confidential interviews with key DNR stakeholders	- Review stakeholder list and make recommendations. - Review interview questionnaire	

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Phase 3: Reflect + Prioritize Timing: March - April 2018 Deliverables: Summary of key themes and conclusions from listening work; Workshop training materials and presentation of key themes and conclusions from the listening work. Measures of Success: Senior leadership and project staff are aligned on strategic communications priorities, and are equally grounded in context of public expectations			
Step	**Key Activities**	**DNR Contributions**	**Budget**
Aggregate + Analyze Listening Results	- Review survey results for trends and preferences - Compare survey results against interview and listening session feedback - Organize key themes and resonant messages	- Provide feedback on organized themes and conclusions	$13,200 (88 consultant hours)
Conduct Senior Leadership Priority-Setting Workshop	- Develop presentation of key themes and resonant messages - Conduct 3 to 4 hour workshop covering message prioritization, resonant messages, and priorities for the strategic communications plan	- Review and provide feedback on themes, messages and agenda - Provide logistical support for on-site needs (AV, rooms, etc.)	$200 (Workshop meals, materials)

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Phase 4: Final Plan Presentation + Recommendations Timing: April – May 18, 2018 Deliverables: Final strategic communications plan, presentation of strategic communications plan Measures of Success: Senior leadership and project staff, as well as DNR stakeholders, see the final plan as accessible, functional and fairly reflective of the agency's vision and goals.			
Step	**Key Activities**	**DNR Contributions**	**Budget**
Draft Strategic Communications Plan	- Draft plan - Include components noted above	- Review and provide timely content feedback to 1 draft; provide timely feedback and changes for approval to draft 2	$12,000 (80 consulting hours)
Present Strategic Communications Plan to DNR	- Develop presentation reflecting strategic communications plan content - Present the plan to the project team and senior leadership	- Provide feedback on presentation - Identify and schedule presentation location	
Draft Implementation Plan	- Implementation plan will include tactics and actions to support rolling out successful implementation	- Dedicate capacity to supporting roll-out	
Provide Implementation Support	- Draft materials to support implementation of Strategic Communications plan	- Dedicate capacity to reviewing materials, inserting content into publications, and the like	TBD depending on plan. Estimate: up to $3,975 (26.5 consulting hours) / mo.

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

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

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

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

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

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

1. Services to be Performed:

The Division agrees that through its Master Contract with DeYoung Consulting Services it will sub-contract with DeYoung Consulting Services to provide strategic communications planning as identified in Exhibit A-2, which is attached and incorporated as part of this contract.

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

3. Consideration and Terms of Payment:

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

Up to ~~516~~ **517.5** hours at a rate of $150.00 per hour for services provided by DeYoung Consulting Services and up to ~~$6,192.00~~ **$6,167.00** for contract management as documented by invoice prepared by the Division. The Division will also invoice up to ~~$1,200.00~~ **$1,000.00** for travel/business expenses incurred by DeYoung Consulting Services. The total amount the Division will invoice under this agreement shall not exceed $84,792.00.

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

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

4. **Effective Dates:**

This agreement is effective November 1, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30~~ **October 31**, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

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

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Exhibit A-2
Contract Check In / Update For:

Minnesota Department of Natural Resources

DEPARTMENT OF
NATURAL RESOURCES

Project: Strategic Communications Planning

Updated: May 29, 2018

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

710 South Second Street, Suite 400, Minneapolis, MN 55401
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Email: karen@deyoungconsultingservices.com
www.DeYoungConsultingServices.com

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Strategic Planning for Communications Approach

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

1. Understand Stakeholders + Strategies. We start the planning process by taking time to understand the organization, project team and leadership. We explore your understanding of the communications challenges and opportunities facing DNR, who you see as your essential stakeholders, and your vision for the future of the agency. This grounding helps ensure that each step in the process is highly customized to DNR's needs, audiences and ambitions.

2. Culture + Structure Matters. Before diving deep into a planning process, we take time to understand the agency's structure and culture. Often strategic communications plans focus only on culture – the language, norms and artifacts that influence how teams interact with each other and with constituents. We go a step further to evaluate both culture and structure because we understand that creating new and effective strategic communications – and especially strategies that transform perceptions and behaviors – requires understanding both where perceptions are starting from and how competing and aligned interests could emerge in the planning process. This analysis is also an opportunity to understand roles within the organization, and identify important messengers and leaders to engage throughout the process.

3. Focus On The Why. Capacity for communication and change are built by defining and reinforcing strong visions bolstered by true passion. DNR is at an advantage in this respect – it's an agency of people who are dedicated to the environment. We work closely with agency leadership to understand and frame why the agency matters, and cast visions that inspire staff and constituents to work together toward a shared future.

4. Message. Messenger. Sequence. Effective Communications Strategy Considers All Three. Our team believes deeply in the value of three-dimensional communications. Words and messages matter. But the right words from the right person at the right time make all of the difference. We develop strategic communications planning processes that put this belief front-and-center, involving staff in the process for maximum buy-in on implementation. And the plans we create integrate three-dimensional thinking for maximum impact.

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Steps for Strategic Communications Planning

Step 1: Set Direction and Align Vision. We would begin our work with DNR by taking time to understand the greater context behind this planning need. Analysis would include a review of the DNR organizational chart and structure, and items like human resources guides, internal communications or other details that depict and frame the organization's culture. Next, we would conduct an in-depth conversation with the DNR Project Lead about the organization's tempo, strengths, and hopes from this process. The conversation would also be an opportunity to learn about any case study-worthy examples of communications (good and bad) that frame how the agency staff currently thinks about communications. Finally, this information would be brought together with our existing training materials to inform a 6-hour Senior Leadership Vision Retreat, led by Stephanie, where project staff and senior leadership could work together in a workshop format to set the vision for the strategic communications plan, and align around shared goals and hopes for the process and beyond. The sessions would build from Stephanie Devitt's "Stakeholder Analysis" and "Why Communications" trainings.

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

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

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

1) ***Vision for Communications.*** This would include the role of communications in supporting the DNR's overall mission, and the expected roles of staff in supporting this vision.
2) ***Stakeholder Analysis.*** Naming the diverse constituencies that will be essential to achieving DNR's vision.
3) ***Stakeholder Input Themes + Lessons.*** Key themes and priorities voiced by DNR stakeholders through the input process, as well as feedback provided on communications expectations and needs.
4) ***Communications Framework + Key Messages Hierarchy.*** This framework and "key messages hierarchy" would build from the priorities identified at the senior leadership retreat, and would encompass overarching key messages for DNR as well as supporting messages designed to tie the agency's diverse units under the overarching message. ***Note (5.29.18): Division strategic communications plans contain key messages, and should inform / align with this ultimate message hierarchy.*
5) ***Recommendations.*** This would include suggestions for strategies to deploy the strategic communications plan and reinforce its themes for maximum use and effectiveness.

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Work Plan and Budget

Phase 1: Set Direction + Vision

Timing: November - December 2017
Deliverables: Kick-off meeting agenda; Workshop agenda, training material and workshop work sheets; detailed work plan
Sign of Success: Senior leaders and DNR staff are aligned on their vision for the strategic communications plan and the role of communications in helping DNR achieve its mission.

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

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

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

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Phase 2: Listen + Engage Timing: January - June 2018 Deliverables: Survey, listening meeting agendas, interview questions and lists Measure of Success: DNR's diverse stakeholder mix is heard from and can inform the strategic communications plan			
Step	**Key Activities**	**DNR Contributions**	**Budget**
Conduct Interviews with Strategic Constituencies	- Interviews are underway. As of May 29, **15 interviews are complete** and several more are scheduled. Interviews will largely conclude by June 8. - We are on-track to exceed the interview goal	- Review stakeholder list and make recommendations. - Review interview questionnaire	
**MAY 2018 ADDITION ** Media Scan	- Pull articles on three to four high-profile topics related to DNR's work - Analyze and code coverage to understand stakeholders' perspectives and tone of coverage, issues	- Review and approve suggested cases	

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Phase 3: Reflect + Prioritize Timing: July - August 2018 Deliverables: Summary of key themes and conclusions from listening work; Workshop training materials and presentation of key themes and conclusions from the listening work. Measures of Success: Senior leadership and project staff are aligned on strategic communications priorities, and are equally grounded in context of public expectations and perceptions			
Step	**Key Activities**	**DNR Contributions**	**Budget**
Aggregate + Analyze Listening Results	- Review survey results for trends and preferences - Compare survey results against interview and listening session feedback - Organize key themes and resonant messages	- Provide feedback on organized themes and conclusions	**$13,200** (88 consultant hours) **$200** (Workshop meals, materials)
Conduct Senior Leadership Priority-Setting Workshop	- Revise approach to match Phase 1: Meetings with Commissioners, SMT. - Add presentation to CIOs	- Review and provide feedback on themes, messages and agenda - Provide logistical support for on-site needs (AV, rooms, etc.)	

DEYOUNG
CONSULTING SERVICES

Phase 4: Final Plan Presentation + Recommendations Timing: July 2018 to August 2018 Deliverables: Final strategic communications plan, presentation of strategic communications plan Measures of Success: Senior leadership and project staff, as well as DNR stakeholders, see the final plan as accessible, functional and fairly reflective of the agency's vision and goals.			
Step	**Key Activities**	**DNR Contributions**	**Budget**
Draft Strategic Communications Plan	- Draft plan - Include components noted above	- Review and provide timely content feedback to 1 draft; provide timely feedback and changes for approval to draft 2	**$12,000** (80 consulting hours)
Present Strategic Communications Plan to DNR	- Expect three presentations: Project Team, Commissioners, and SMT	- Provide feedback on presentation - Identify and schedule presentation location	
Draft Implementation Plan	- Presentation on implementation to CIOs - Collaboration / coaching as appropriate	- Dedicate capacity to supporting roll-out	
Provide Implementation Support	- Draft materials to support implementation of Strategic Communications plan	- Dedicate capacity to reviewing materials, inserting content into publications, and the like	(26.5 hours per month) Estimate: **$3,975 / mo.**

DEYOUNG
CONSULTING SERVICES

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

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

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

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

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

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

4. Effective Dates:

This agreement is effective November 1, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~October 31~~ December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Sarah Madison	By: Renda E Rappa
Title: Director	Title: Business Manager
Date: 10-24-18	Date: Oct 19, 2018

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

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

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

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

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

1. Services to be Performed:

The Division agrees that through its Master Contract with DeYoung Consulting Services it will sub-contract with DeYoung Consulting Services to provide strategic communications planning as identified in Exhibit A-2 and additional services as identified in Exhibit B, ~~which is~~ both are attached and incorporated as part of this contract.

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

3. Consideration and Terms of Payment:

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

Up to ~~517.5~~ 652.5 hours at a rate of $150.00 per hour for services provided by DeYoung Consulting Services and up to ~~$6,167.00~~ $7,830.00 for contract management as documented by invoice prepared by the Division. The Division will also invoice up to ~~$1,000.00~~ $1,820.00 for travel/business expenses incurred by DeYoung Consulting Services. The total amount the Division will invoice under this agreement shall not exceed ~~$84,792.00~~ $107,525.00.

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

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

4. Effective Dates:

This agreement is effective November 1, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2018~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

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

12/24/18
Kim 3-124210

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

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

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

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

MANAGEMENT AND BUDGET
MANAGEMENT ANALYSIS AND DEVELOPMENT

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

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

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

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

4. Effective Dates:

This agreement is effective November 1, 2017, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2019~~ **December 31, 2019**, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

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

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Management and Budget (MMB), 658 Cedar Street, 400 Centennial Building, Saint Paul, MN 55155, and Minnesota Department of Natural Resources (MNDNR), 500 Lafayette Road, 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, 2019*, 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 deepSEE Consulting, Inc., (Contractor) to provide Intercultural Development Inventory (IDI) Qualified Administrators (QA) to deliver IDI feedback/coaching sessions, individual study guides, IDI reports/profiles, and individual development plans for 300 one to one IDI feedback sessions with potential for an additional 550 (maximum 850) Minnesota Department of Natural Resources (MNDNR) employees. MNDNR's Division of Parks and Trails (PAT) may choose to close the contract after the initial 300 one to one IDI feedback sessions are complete. Services to be provided by the Contractor include, but may not be limited to:

2.1 Set up scheduling system, using the deepSEE Consulting's scheduling system, to schedule feedback sessions.

2.2 Work with MNDNR PAT IDI QA to access the individual IDI assessment reports/profiles through the MNDNR PAT IDI QA Enterprise Account.

2.3 Send message with scheduling information – Schedule feedback sessions directly with MNDNR employees through their state e-mail address (which is to be provided by the MNDNR PAT IDI QA) or initiate contact through their direct supervisors (contact information is to be provided by the MNDNR PAT IDI QA) for those that do not have a state e-mail address.

2.4 Coordinate scheduling.

2.5 Confirm participant has been introduced and/or is familiar with the Intercultural Development Continuum (IDC). If the participant has not been introduced or is not familiar with the IDC, then the Contractor is to instruct the participant to watch the IDI LLC video titled "Practical Applications of the IDI" and/or deepSEE Consulting's webinar about the continuum and the IDI assessment before their scheduled one to one feedback session.

2.6 Send IDI report/profile and IDI individual development plan (IDP) directly to participants via e-mail. For those participants that do not have a state e-mail, the Contractor is to:

- 2.6.1 Ask the employee if they are willing to receive the information using a personal e-mail address.
- 2.6.2 If the employee does not have an e-mail address or refuses to use their personal e-mail address to receive this information, then print and mail a hard copy of their individual results/profile and IDP's in a confidentially-marked envelope.

2.7 Conduct 20-minute individual feedback/coaching session with each participant. Sessions may be conducted using MNDNR's videoconferencing service. The Contractors IDI QA(s) will conduct a feedback session sharing the Individual Development Profile in alignment with IDI LLC's feedback procedures.

2.8 Provide Individual Study Guides for each participant.

2.9 Provide follow up with IDI Study Guides, and e-mail communication to check-in regarding questions and to ensure understanding.
2.10 Coordinate confirmation and documentation process of completed IDI participants with MNDNR PAT IDI QA.
2.11 Provide deepSEE IDI Study Guides as set for MNDNR reference once the contract is certified.
2.12 The initial 300 one to one IDI feedback/coaching sessions for MNDNR employees must be completed by December 31, 2018.
2.13 Up to 550 additional one to one IDI feedback/coaching sessions for MNDNR employees may be requested, with the majority of these sessions taking place between June 1, 2018, and September 30, 2018.
2.14 The Contractor and the Contractor's IDI QA(s) may not retain any IDI or MNDNR PAT employee data or records in digital, written, audio, or print format after the contract period ends. All IDI and employee data or records in the Contractor's or the Contractor's IDI QA(s) possession must be securely deleted or destroyed by the end date of the contract.

3 Consideration and Payment

MMB will invoice no more than monthly for services and materials actually provided as per the breakdown of costs listed in Table 1 below. Invoices are sent directly from SWIFT to interagencyinvoices.dnr@state.mn.us. MNDNR is to pay within 30 days of receipt of each invoice.

Table 1: Breakdown of Costs

Deliverables	**Cost**	**ETD Admin Fee (18%)**	**Quantity**	**Subtotal** (not to exceed)
20-minute IDI Coaching including: -Scheduling Coordination -Individual Study Guide -Follow-up email to check-in	$200.00/participant	$36.00/participant	Up to 850 participants	$200,600.00
Printed reports and guides mailed to participants without email	$25.00/participant	$4.50/participant	Up to 550 participants	$16,225.00
TOTAL (amount of services and materials actually provided, not to exceed)				$216,825.00

The payment is to be made to MMB using the applicable vendor number accounting information: **G100000000** Location: **001**

The total obligation of MNDNR for all compensation and reimbursements to MMB under this agreement will not exceed $216,825.00.

4 Conditions of Payment

All services provided by MMB under this agreement must be performed to MNDNR's satisfaction, as determined at the sole discretion of MNDNR'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 or her successor.

MNDNR's Authorized Representative is Linda Erickson-Eastwood, Fiscal and Division Services Manager, 500 Lafayette Road, Saint Paul, MN 55155, (651) 259-5589, linda.erickson-eastwood@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

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: Sandra Bowes
(Please sign name on line above)

Sandra Bowes
(Please print name on line above)

Date: 5-10-18

Contract #141719 / PO# 3-131705

2. MN DEPARTMENT OF NATURAL RESOURCES

By: Philip G Ledersedge
(With delegated authority – Please sign name on line above)

PHILIP G LEDERSEDGE
(Please print name on line above)

Title: Deputy Director

Date: 5/15/2018

DB

3. MN MANAGEMENT & BUDGET

By: Sheile Moore
(With delegated authority – Please sign name on line above)

Sheile Moore
(Please print name on line above)

Title: Mgr LETF

Date: 05/23/18

STATE OF MINNESOTA
SHARED SERVICES/INCOME AGREEMENT

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

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

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

NOW, THEREFORE, IT IS AGREED:

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

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

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

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

2. DUTIES OF PURCHASER

The PURCHASER agrees to:

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

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

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

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

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

3. CONSIDERATION AND PAYMENT

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

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

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

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

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

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

4. TERM OF CONTRACT

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

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

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

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

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

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

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

10. PUBLICITY

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

11. TERMINATION

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

12. OTHER PROVISIONS

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

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

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Julie Rand

Date: 4/4/18

Contract/PO: 139032/PO 3- 128760

2. PURCHASER

By: Barb Julien

(With delegated authority)

Title: DNR CFO

Date: 4-11-18

3. STATE AGENCY

By: Thomas J

(with delegated authority)

Title: Executive Director

Date: 4-5-2018

DNR Contract 151306 14MNR,
Income to DNR

STATE OF MINNESOTA
MASTER INTERAGENCY AGREEMENT

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

Recitals

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

2. Reference Cooperative Agreement, dated 11 September 2002.

Agreement

1 Term of Master Agreement

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

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

1.3 Expiration date: 31 December 2024.

2 Scope of Work

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

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

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

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

3 Time

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

4 Consideration and Payment

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

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

4.2 Payment

(1) **Invoices.** The Requesting Agency will pay the Providing Agency within 30 days of the Requesting Agency's presentation of an itemized invoice for the services performed or, ancillary goods or materials supplied, and acceptance of such services by the Requesting Agency's Project Manager.

5 Conditions of Payment

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

6 Authorized Representatives and Project Managers

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

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

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

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

7 Amendments

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

8 Liability

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

9 Ownership Of Materials And Intellectual Property Rights

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

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

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

10 Publicity and Endorsement

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

11 Termination

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

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

12 Other Provisions

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

1. **PROVIDING AGENCY**
DEPARTMENT OF NATURAL RESOURCES

By: _____

Title: Steve Colvin, Director EWR

Date: 12/4/18

By: _____

Title: Craig Schmid, Deputy Director

Date: 12-5-18

2. **REQUESTING AGENCY**
DEPARTMENT OF MILITARY AFFAIRS

By: _____ DONALD J. KERR EXECUTIVE DIRECTOR

for Major General Jon A. Jensen

Title: Adjutant General

Date: 12 Dec 2018

EXHIBIT A

SPECIAL CONDITIONS FOR CONTRACT WORK INVOLVING FEDERAL FUNDS

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

EXHIBIT A
SPECIAL CONDITIONS FOR CONTRACT WORK INVOLVING FEDERAL FUNDS

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

1. Applicable Law.

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

2. Governing Regulations.

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

3. Nondiscrimination.

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

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

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

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

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

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

4. Lobbying.

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

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

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

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

6. **Environmental Protection.**

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

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

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

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

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

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

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

8. **Debarment and Suspension.**

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

9. **Buy American Act.**

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

10. **Uniform Relocation Assistance and real Property Acquisition Policies**

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

11. **Copeland "Anti-Kickback" Act.**

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

12. **Contract Work Hours and Safety Standards Act.**

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

13. **System for Award Management and Data Universal Numbering Requirements**

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

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

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

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

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

(3) Definitions. For purposes of this Agreement:

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

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

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

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

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

(4) Subaward:

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

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

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

(5) Subrecipient means an entity that:

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

14. Reporting Subawards and Executive Compensation

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

a. Reporting of first-tier subawards.

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

2. Where and when to report.

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

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

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

b. Reporting Total Compensation of Recipient Executives.

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

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

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

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

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

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

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

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

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

c. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

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

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

i. To the recipient.

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

d. Exemptions

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

i. Subawards, and

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

e. Definitions. For purposes of this award term:

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

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

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

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

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

3. Subaward:

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

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

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

4. Subrecipient means an entity that:

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

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

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

i. Salary and bonus.

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

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

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

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

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

DNR Swift Contract #xxxxx
79795

STATE OF MINNESOTA
MASTER INTERAGENCY AGREEMENT

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

Agreement

1 **Term of Agreement**

1.1 ***Effective date***: July 1, 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***: June 30, 2015, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 **Scope of Work**

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

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

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

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

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

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

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

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

3 Consideration and Payment

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

The total obligation of Department of Natural Resources (DNR) for all compensation and reimbursements to Department of Military Affairs (DMA) under this agreement will not exceed $250,000.00.

4 Conditions of Payment

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

5 Authorized Representative

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

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

6 Amendments

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

7 Liability

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

8 Termination

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

1. DEPARTMENT OF MILITARY AFFAIRS

By: _____
(with delegated authority)

Title: DONALD J. KERR EXECUTIVE DIRECTOR

Date: 17 Jun 14

2. DEPARTMENT OF NATURAL RESOURCES

By: _____
(with delegated authority)

Title: Director

Date: 6-20-14

Rev. 12/00

Exhibit A

LEASE NUMBER 14-192

LEASE
FOR THE USE OF CAMP RIPLEY GROUNDS AND FACILITIES

This lease to use Camp Ripley Grounds and facilities is issued on Thursday, January 23, 2014 by the Camp Ripley Commander to Minnesota DNR Enforcement hereafter called the **LESSEE.** This lease, to be used on, 2/11/2014 through 2/12/2014 is issued for the following purpose and limited to the following activities:

Lessee's Address: Minnesota DNR Enforcement Telephone: (320) 616-2501

This lease is issued subject to the following conditions:

1. The Lessee agrees to pay the following fees:

FEE FOR	AMOUNT
Ferrell Lake	$30.00
Training Areas 5 and 7	$60.00
	$.00
	$.00
	$0.00
	$0.00
TOTAL:	$90.00

Fees are payable to: CAMP RIPLEY MESS FUND

LESSEE INITIALS _____

Amendment 1 to Contract 79795

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources ("DNR") and the Department of Military Affairs (DMA), Veterans Service Building, 20 West 12th Street, St. Paul, MN 55155 ("DMA").

Recitals

1. The DNR has a master interagency agreement with the DMA identified as SWIFT Contract Number 79795 ("Original Agreement") to provide for the use of grounds and facilities at Camp Ripley for DNR activities scheduled in advance.
2. DNR would like to continue scheduling the use of grounds and facilities for another year.
3. The DNR and the DMA are willing to amend the Original Agreement as stated below.

Agreement Amendment

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

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

1.1 ***Effective date:*** July 1, 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:*** ~~June 30, 2015~~ June 30, 2016 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: NA

Date:

SWIFT Contract No. 79795

2. Department of Military Affairs

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

By: DONALD J. KERR

Title: EXECUTIVE DIRECTOR

Date: 13 Apr 15

3. STATE AGENCY

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

By:
(with delegated authority)

Title: Director

Date: 4-16-15

Distribution:
DNR
DMA
State's Authorized Representative - Photo Copy

Rev. 7/11

Contract Start Date:	July 1, 2014	Total Contract Amount:	$ 330,000.00
Original Contract Expiration Date:	June 30, 2015	Original Contract:	$ 250,000.00
Current Contract Expiration Date:	June 30, 2016	Previous Amendment(s) Total:	$
Requested Contract Expiration Date:	N/A	This Amendment:	$ 80,000.00

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

Recitals

1. The DNR has a master interagency agreement with the DMA identified as SWIFT Contract Number 79795 ("Original Contract") to provide for the use of grounds and facilities at Camp Ripley for DNR activities scheduled in advance.
2. Additional funding is needed because of the high use of lodging and facilities.
3. The DNR and the DMA are willing to amend the Original Agreement as stated below.

Agreement Amendment

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

REVISION 1. Clause 2. Paragraph 1, **"Scope of Work"** is amended as follows:

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

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

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

The total obligation of Department of Natural Resources (DNR) for all compensation and reimbursement to Department of Military Affairs (MDA) under this agreement will not exceed ~~$250,000.00~~ $330,000.00.

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

1. DEPARTMENT OF MILITARY AFFAIRS

By: KERR.DONALD.JOHN.1138993198 (with delegated authority)
Digitally signed by KERR.DONALD.JOHN.1138993198
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=KERR.DONALD.JOHN.1138993198
Date: 2016.03.21 14:53:34 -05'00'

Title: Executive Director

Date: 21MAR2016

2. STATE AGENCY

By: [signature] (with delegated authority)

Title: OSD Director

Date: 3-25-16

Amendment 3 to Contract 79795

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources ("DNR") and the Department of Military Affairs (DMA), Veterans Service Building, 20 West 12th Street, St. Paul, MN 55155 ("DMA").

Recitals

1. The DNR has a master interagency agreement with the DMA identified as SWIFT Contract Number 79795 ("Original Agreement") to provide for the use of grounds and facilities at Camp Ripley for DNR activities scheduled in advance.

2. DNR would like to continue scheduling the use of grounds and facilities for another year.

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

Agreement Amendment

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

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

1.1 ***Effective date*:** July 1, 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*:** ~~June 30, 2016~~ June 30, 2017 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: NA

Date:

SWIFT Contract No. 79795

3. STATE AGENCY

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

By: _____
(with delegated authority)

Title: ~~Director~~ ADMINISTRATOR

Date: 6-20-16

2. Department of Military Affairs

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

By: KERR.DONALD.JOHN.1138993198

Digitally signed by KERR.DONALD.JOHN.1138993198
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=KERR.DONALD.JOHN.1138993198
Date: 2016.06.16 11:01:10 -05'00'

Title: Executive Director

Date: 16 June, 2016

Distribution:
DNR
DMA
State's Authorized Representative - Photo Copy

Contract Start Date:	July 1, 2014	Total Contract Amount:	$ 655,000.00
Original Contract Expiration Date:	June 30, 2015	Original Contract:	$ 250,000.00
Current Contract Expiration Date:	June 30, 2017	Previous Amendment(s) Total:	$ 80,000.00
Requested Contract Expiration Date:	June 30, 2019	This Amendment:	$ 325,000.00

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

Recitals

1. The DNR has a master interagency agreement with the DMA identified as SWIFT Contract Number 79795 ("Original Contract") to provide for the use of grounds and facilities at Camp Ripley for DNR activities scheduled in advance.
2. Additional funding is needed because of the high use of lodging and facilities and extension of the agreement is also needed.
3. The DNR and the DMA are willing to amend the Original Agreement as stated below.

Agreement Amendment

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

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

1.1 ***Effective date:*** July 1, 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:*** ~~June 30, 2017~~ June 30, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. Paragraph 1, **"Scope of Work"** is amended as follows:

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

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

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

The total obligation of Department of Natural Resources (DNR) for all compensation and reimbursement to Department of Military Affairs (MDA) under this agreement will not exceed ~~$330,000.00~~ $655,000.00.

DJK

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

1. DEPARTMENT OF MILITARY AFFAIRS

By: KERR.DONALD.JOHN.1138993198 (with delegated authority)
Digitally signed by KERR.DONALD.JOHN.1138993198
DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=USA, cn=KERR.DONALD.JOHN.1138993198
Date: 2016.09.14 10:25:11 -05'00'

Title: Executive Director

Date: 14 September, 2016

2. STATE AGENCY

By: Kurt Lekkenmoe (with delegated authority)

Title: ADMINISTRATOR

Date: 9-14-16

9/14/16 Kari
increased Contract 79795.

Contract Start Date:	July 1, 2014	Total Contract Amount:	$ 690,000.00
Original Contract Expiration Date:	June 30, 2015	Original Contract:	$ 250,000.00
Current Contract Expiration Date:	June 30, 2019	Previous Amendment(s) Total:	$ 405,000.00
Requested Contract Expiration Date:		This Amendment:	$ 35,000.00

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

Recitals

1. The DNR has a master interagency agreement with the DMA identified as SWIFT Contract Number 79795 ("Original Contract") to provide for the use of grounds and facilities at Camp Ripley for DNR activities scheduled in advance.
2. Additional funding is needed because of the high use of lodging and facilities.
3. The DNR and the DMA are willing to amend the Original Agreement as stated below.

Agreement Amendment

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

REVISION 1. Clause 2. Paragraph 1, **"Scope of Work"** is amended as follows:

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

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

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

The total obligation of Department of Natural Resources (DNR) for all compensation and reimbursement to Department of Military Affairs (MDA) under this agreement will not exceed ~~$655,000.00~~ $690,000.00.

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

1. DEPARTMENT OF MILITARY AFFAIRS

By: KERR.DONALD.JOHN.1138993198 Digitally signed by KERR.DONALD.JOHN.1138993198 Date: 2019.04.18 16:08:01 -05'00'

(with delegated authority)

Title: Executive Director

Date: 18APRIL2019

2. STATE AGENCY

By: Evaliz Pavent

(with delegated authority)

Title: Finance Director

Date: 4/23/2019

MINNESOTA IT SERVICES

Comprehensive IT Service Level Agreement FY2019

in direct support of

Minnesota Department of Natural Resources

11/26/2018

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Service Agreement – General Terms

Introduction

Revision 9/17/2018 v2.

The purpose of this Service Level Agreement (SLA) is to provide a basis for close cooperation between Minnesota IT Services (MNIT) and agencies, boards, and councils (Agency) and for support services to be provided by MNIT to the Agency, thereby ensuring that IT services are timely, cost effective, and efficient for the Agency.

The complete agreement consists of three parts:

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

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

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

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

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

Objectives

- To create an environment that is conducive to a cooperative relationship between MNIT and the Agency to ensure the effective support of the Agency as it conducts its business.
- To document the roles and responsibilities of all parties taking part in the SLA.
- To ensure that the Agency receives the provision of agreed upon service levels with the support of MNIT.
- To define the services to be delivered by MNIT and the level of expected service and anticipated costs that can be expected by the Agency, thereby reducing the possibility for misunderstandings.
- To provide a common understanding of service requirements or capabilities and service levels and objectives.
- To provide a single, easily referenced document that addresses the objectives as listed above.

Review Process

This SLA will be reviewed by MNIT and the Agency no less frequently than every two years. MNIT and the Agency will maintain regular dialog and use the SLA as a basis for cooperation between the two entities in order to ensure that the Agency is receiving the services it needs.

Common Partnership

MNIT and the Agency will work collaboratively to meet the State's strategic direction and business needs and will establish a cooperative relationship to achieve efficiencies and improve the delivery of technology services.

MNIT and the Agency agree to all terms in this Agreement, including as follows:

- In conjunction with state agencies and other stakeholders, MNIT will establish and maintain a formal governance process that includes agency business participation and incorporates agency business requirements into overall IT strategy and direction.

- MNIT's oversight authority includes, but is not limited to, IT planning activities, IT budget management, IT purchasing, IT policy development and implementation, and direction of MNIT employees. MNIT's oversight authority does not extend to the non-IT portions of the Agency's business operations, plans or needs.
- MNIT provides enterprise IT services to all state agencies, boards, and councils as defined in Minnesota Statutes, section 16E. MNIT assigns a Chief Business Technology Officer (CBTO) to work with agencies, boards, and councils to deliver and sustain agency-specific solutions to meet their unique mission system and application requirements.

MNIT Roles and Responsibilities

MNIT will work with the Agency to ensure the best interest of the state and the Agency it supports.

MNIT has the responsibility to:

- Coordinate, develop, communicate, and manage all IT strategic planning and establish the state's IT direction in the form of policies, standards, guidelines and directives.
- Collaborate with agencies to develop and determine delivery strategies for all executive branch state agency IT activity and services consistent with the IT Governance Framework.
- Manage IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs, and legal requirements pertaining to IT resources and IT resource funding.
- Manage all IT employees. All IT employees are MNIT employees and report up through the MNIT Commissioner.
- Perform human resources services for MNIT employees. MNIT Human Resources (HR) has authority with regard to IT-related employment including, but not limited to, transactions, classification, compensation, staffing (including hiring and termination), labor relations, unemployment, workforce planning, recruitment, training, safety and investigations.
- Work with agencies to support development of legislative initiatives related to IT.
- Determine responsibility, role and compensation for the Agency-based CBTO. Create a position description, complete performance appraisals of the Agency-based CBTO, and implement performance-related measures, including performance management.

- Implement and maintain appropriate IT internal controls for all IT-related business needs. Additionally, set information security policies and standards, and oversee the security of the state's executive branch information and telecommunications technology systems and services. MNIT will proactively identify and communicate to the Agency any system risks, vulnerabilities, weaknesses, threats or gaps that put the Agency at risk and identify options for change to address the risk, within the parameters and limits of the resources available to MNIT. MNIT is not responsible for maintaining internal controls for Agency non-IT related business.
- Develop and maintain plans and procedures for the recovery of the state's executive branch critical information and telecommunications technology systems and services in case of system or service interruption or failure. MNIT will collaborate with executive branch state agencies to develop recovery strategies consistent with business priorities and timelines. MNIT will coordinate and communicate response and recovery activities and timelines with executive branch state agencies during a continuity incident, emergency or disaster. MNIT will also collaborate with executive branch state agencies on training, testing and exercise activities to determine and improve the effectiveness of IT continuity plans and procedures.
- MNIT will collaborate with the Agency to comply with all applicable state and federal laws, rules and regulations that affect all consolidated agencies, boards, and councils. MNIT will work with the Agency to comply with the additional agency-specific legal and/or regulatory, safety and security requirements, and state standards. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
- Provide timely, accurate invoices to the Agency at a level of detail necessary for the Agency to identify the appropriate funding source from which to make payment, and respond to agency billing questions.
- Provide regular rate and cost information to the Agency sufficient for the Agency to plan, manage, and commit funding for Agency IT services, fiscal operations, and functions related to the CBTO and MNIT employees.

The Agency Roles and Responsibilities

The Agency has the responsibility to:

- Ensure the CBTO is in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent.

- Include the CBTO as a regular attendee of Agency leadership team meetings to provide IT-related reports and work in partnership to ensure that the MNIT IT strategy supports the business needs of the Agency.
- Provide feedback to MNIT's Commissioner regarding the performance of the Agency's CBTO as the Agency deems appropriate.
- Work with MNIT to perform a portion of the other administrative services and partner with MNIT on legislative functions, as needed and agreed upon by the parties to this SLA. (Specific services will be added to the local services section of this document.)
- Collaborate with MNIT to identify and ensure Agency compliance with all applicable state and federal laws, rules, standards and regulations. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
- Process and pay all invoices to MNIT in a timely manner. The Agency may request a credit or an amendment to a bill if there is an error.
- Work collaboratively with MNIT and the CBTO to adhere to the policies, processes and procedures for requesting and maintaining IT services and tools, and participate in IT project management methodologies.
- Collaborate with MNIT on MNIT's Asset Management and Inventory to ensure proper accounting for IT assets at the Agency, in compliance with federal and state statutory and regulatory requirements and policies.
- Determine and communicate new service requirements to the CBTO based on program needs including, but not limited to, changes in service volumes and IT projects, identifying funds for new services and investments, and initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.
- Unless otherwise approved by MNIT's Commissioner, provide at least 30 days' notice to MNIT of cancellation of projects and termination of services. This is required because MNIT is obligated under labor agreements to provide staff with a 21-day notice of layoffs.
- Work with its CBTO to provide necessary financial accounting services and purchasing of IT goods and services for the Agency. Provide regular financial reporting sufficient to plan, manage and commit funding for Agency IT services, fiscal operations and functions related to the CBTO and MNIT employees.
- Develop and maintain a continuity of operations plan and procedures that include the Agency's business priorities, timelines and critical information needs. Collaborate with

MNIT to develop recovery strategies for the critical telecommunications and technology systems and services needed to support business services. Coordinate and communicate response and recovery activities with MNIT during a continuity incident, emergency or disaster. Work jointly with MNIT on training, testing and exercise activities to determine and improve the effectiveness of continuity plans and procedures.

- Provide oversight, leadership, and direction for Agency IT investments and services.

The Chief Business Technology Officer Roles and Responsibilities

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

- Hire and manage MNIT employees in coordination with MNIT Human Resources.
- Represent MNIT in communications with Agency leadership regarding the Agency's needs for IT services to support the Agency's unique business operations and priorities.
- Ensure that the Agency is made aware of and implements all MNIT IT policies, standards, guidelines, direction, strategies, procedures and decisions. Where the Agency does not implement the aforementioned, the CBTO will inform the Agency where and how the Agency is assuming risk. The CBTO will work with the Agency to identify and avoid risks that the Agency cannot assume because they would impair other agencies, boards, or councils.
- Report directly to, and be held accountable by MNIT for IT operational direction including, but not limited to, IT-related planning activities, purchasing, security, policy implementation and management of MNIT employees.
- Maintain regular dialog with the Agency's senior leadership to ensure that the SLA performance expectations reflect the current Agency needs and that the Agency is receiving the services it needs.
- Manage within the Agency-approved IT Budget, including determining service delivery strategies in consultation with the Agency. Work with Agency to ensure shared understanding of MNIT financial accounting and IT management and purchasing for the Agency. Provide regular financial reporting sufficient for the Agency to plan, manage, and commit funding for IT services and other IT operations.

Data Handling Roles and Responsibilities

- The Agency's electronic data that is housed on MNIT-managed technology belongs to the Agency and is subject to the Agency's direction and control. MNIT is the custodian of the Agency's electronic data. The State Chief Information Officer is not the responsible authority under Minnesota Statutes, Chapter 13 (the Data Practices Act) for the Agency's data that resides on MNIT managed technology equipment. Agencies will work collaboratively with MNIT to ensure that MNIT has the appropriate resources to adhere to all policies and requirements provided by the Agency in order to protect the Agency's data.
- Should MNIT receive a data request for the Agency's data, MNIT will not produce the requested data. However, MNIT will assist in retrieving the data housed on MNIT-managed technology if requested by the Agency to do so.
- Should an Agency receive a request for MNIT data, the Agency will not produce the requested data.
- Should a request include Agency data and MNIT data, MNIT and the Agency will work together to appropriately respond to the request.
- Minnesota Statutes, Chapter 16E, requires the Agency to share data, including not public Agency data, with MNIT as necessary for MNIT to provide IT services and equipment to the Agency. Sharing data as required by Chapter 16E, and in the manner prescribed in the Data Practices Act, does not affect the classification of any not public data shared with MNIT and is not intended to waive any privileges afforded to not public data under applicable law.
- In accordance with the Data Practices Act, MNIT will only access and use not public agency data that it is the custodian of in relation to a work assignment or project on behalf of the Agency.
- Should MNIT or the Agency become aware of a known or suspected security incident or potential breach of an Agency's electronic data, each will promptly notify the other. MNIT will work to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency, which may require additional Agency resources. The Agency will be responsible for complying with the notice and regulatory requirements under the Data Practices Act and other applicable state and federal laws, rules, and regulations for any breaches of Agency data.

- This SLA is not meant to supersede, waive, or violate data handling roles and responsibilities set forth in state law, federal law, or any applicable data sharing and/or business associate agreement between MNIT and Agency.

Budget Scope

Enterprise rate-based services and services provided by the CBTO will be billed directly to the Agency. The CBTO will work with the Agency's Chief Financial Officer (CFO) and other appropriate finance staff as designated by the CFO to develop budget for local services, and to ensure that all IT expenditures are accounted for, such as staffing, hardware, software, supplies, training, and administrative costs. Staffing costs include legal and settlement costs for MNIT employees assigned to the Agency. All IT budget expenditures must be approved by the CBTO or delegate.

MNIT and the Agency will collaborate to determine appropriate accounting processes to support the Agency's payment of all MNIT bills. MNIT and the Agency will cooperatively plan and communicate regarding IT expenditures and billing.

Acceptance

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

For the departments, agencies, offices, councils, boards, commissions and other entities in the executive branch of Minnesota State government that are subject to IT Consolidation, the use of MNIT is required by the State Legislature. MNIT recognizes that providing IT services is most successfully done in close partnership with the Agency. MNIT and the Agency representative will memorialize their formal partnership by adding their signatures to this document.

Dispute Management

The parties agree to cooperate with each other in the performance of the duties and responsibilities under this SLA. Each party to this SLA will make every effort to avoid disputes by clearly documenting communication and engaging the applicable chain of command as necessary. If the parties are unable to reach an agreement with respect to any dispute related to the services, terms, and provisions of this SLA, the Agency's Commissioner/CEO/Executive Director and MNIT's Commissioner will meet to determine further action. If no agreement can be reached, the Agency and MNIT will participate in conflict resolution proceedings managed by the Bureau of Mediation Services.

Liability

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the acts or omissions, including lack of funding, of that party or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have, nor shall anything herein be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this SLA.

Additional Provisions

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

Law to Govern

This SLA shall be interpreted and enforced in accordance with the laws of the State of Minnesota. Any legal proceedings arising out of this SLA, or breach thereof, shall be adjudicated in the state courts of Minnesota, and venued in Ramsey County, Minnesota.

Assignment

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

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Service Agreement – Projects and Services

Template version 11/16/2018 v2.

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

Projects

Definitions:

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

Projects can have multiple funding sources including:

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

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

Service Definitions

There are six types of services available:

1. MNIT Enterprise Services
2. MNIT Enterprise Shared Services
3. MNIT Enterprise Security Services
4. Center of Excellence Services
5. MNIT DNR Shared Services
6. MNIT DNR Professional Services

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

MNIT Enterprise Shared Services are standard services that executive branch agencies may utilize to support their business operations. Alternatively, this type of service may also be provided on a single agency basis by Minnesota IT Services (MNIT) staff partnering with agencies. An example is Geospatial services. This service has biennial enterprise rates approved by MMB and are uniform across all agencies that utilize the shared service.

Center of Excellence Services are services that executive branch agencies may utilize to support their business operations. Typically, these services are provided to multiple agencies by MNIT staff located at a single agency office. Examples include: FileNet Document Management, and Identity and Access Management (IAM) services are provided by MNIT staff located at the MNIT/DHS office, and are used by a number of other agencies. These services have rates set by the service provider and approved by MMB and are uniform across all agencies that utilize the service.

MNIT Enterprise Security Services are provided to all Minnesota IT Services executive branch customers at a core level. These services include: Security Operations, Threat and Vulnerability Management, Access and Identity Management, and Governance, Risk, and Compliance. Within these services, additional protective services are provided. These costs are covered by enterprise rates and the MNIT administrative charge.

MNIT DNR Shared Services The MNIT Services @ DNR funding model differs from the program for MNIT Enterprise Services. The funding model is specifically designed to: 1. Associate service delivery (Shared Services) with indexes that equitably set rates for those services; 2. Provide a fee-for-service model for divisions to avail themselves to MNIT Services @ DNR services beyond those included with Shared Services; 3. Enable business to control personal computing equipment and two-way radio costs

through a comprehensive utility services program, and 4. Establish an effective services delivery relationship with division management customers by defining dedicated IT staffing levels, negotiating fiscal terms, and collaborating on work planning.

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

Delivered Services

Service Type	Service Categories
MNIT Enterprise Services	• Enterprise Software Bundle • Local Area Network (LAN) • Mobile Device Management (enterprise) • Telephone • WAN
MNIT Enterprise Shared Services	• Geospatial Shared Services (MNGEO)
Center of Excellence Services	• FileNet Electronic Document Management System (EDMS)
MNIT Enterprise Security Services	• Enterprise Vulnerability Management • Security Operations Center • Digital Forensics • Enterprise Privileged Account Management Service • Enterprise Digital Certificate and Encryption Key Management (PKI) • Enterprise Governance, Risk, and Compliance
MNIT DNR Local Shared Services **(See section 4 for local services SLA)**	• End User Services • Hosting Services • Application Services • Security • Service Desk • Leadership • GIS • Financial Systems Support • Web Services
MNIT DNR Local Business Services	• Computer Equipment Fleet • Radio • Physical Security • Professional Services

Enterprise Services Summary

In FY19, the Department of Natural Resources will consume the following Enterprise Service Bundles:

- Enterprise Software Bundle
- Local Area Network (LAN)
- Mobile Device Management (enterprise)
- Telephone
- WAN

These services are delivered by MNIT Enterprise staff. The agency will be charged back rates for the services that are consumed.

A detailed description of each service, pricing and delivery terms associated with that service may be found on the MNIT public website.

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

Service Details	Summary Description
Service Category	MNIT Enterprise Service
Service Name	**Enterprise Software Bundle,** 703 – Enterprise Software No Support
Included	Enterprise License: • Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access • Skype for Business • Web filtering
NOT included	• Agency-specific software packages
Delivery Method	• Fulltime support staff for both online and deskside support are provided by local MNIT DNR staff and are not part of the enterprise rate.
Hours of Operation	• Access to Foundational Services (Email, SharePoint and Skype) 24x7x365 from Microsoft • Following hours of Minnesota IT Services support. M-F, 7 a.m.5 p.m.

Service Details	Summary Description
Service Category	**MNIT Enterprise Service**
Service Name	**Local Area Network (LAN):** 725 – LAN Wireless Device Standard, 722 LAN Core Small, 720 LAN Core Large, 724 LAN – Wireless Device Specialized, 730 LAN Device Service Level H, 731 LAN 12 Fiber,
Included	• Wired and wireless IP network connections within a location or campus
NOT included	• Wide area network (WAN) connections
Delivery Method	• Minnesota IT Services owned and managed LAN devices
Hours of Operation	• 24x7

Service Details	Summary Description
Service Category	**MNIT Enterprise Service**
Service Name	755 - **Mobile Device Management**
Included	• Help with device enrollment • Working with agency partners to establish security standards, feature restrictions and application testing • Monitoring devices for compliance with agency partner rules and operating system requirements • Management of lost devices (wipe) • Establishing retirement parameters • Troubleshooting instructions and remote diagnostics
NOT included	• Device procurement. • Initial setup is provided by agency partner or local MNIT Services Staff • End user training • Forced operating system updates. • Cell carrier management • Support for accessories
Delivery Method	• Level 1 – Service Desk • Back office – Supported by MDM team. • Additional service provided by @agency MNIT personnel if needed.
Hours of Operation	• M-F; 7 a.m.-5 p.m.

Service Details	Summary Description
Service Category	**MNIT Enterprise Service**
Service Name	**Telephone** – 764 - Small Office Multi Line
Included	• Telephone service using state IP services or contracted traditional services
NOT included	• Cellular Phones
Delivery Method	• Dial tone to telephone handset
Hours of Operation	• 24 x 7

Service Details	Summary Description
Service Category	**MNIT Enterprise Service**
Service Name	**WAN Services,** 337 – MNET Access Facility, 779 - WAN Small Office, 776 -WAN Field Office Employees, 778 - WAN One person office, 775 - WAN District Office, 774 -WAN Branch Office, 777 - WAN Headquarters
Included	• IP Network Connection
NOT included	• Applications running on the network
Delivery Method	• Managed circuits and WAN devices
Hours of Operation	• 24 x 7

Enterprise Security Services Summary

In FY19, the Department of Natural Resources will consume the following Enterprise Security Services Bundles:

- Enterprise Vulnerability Management
- Security Operations Center
- Digital Forensics
- Enterprise Privileged Account Management Service
- Enterprise Digital Certificate and Encryption Key Management (PKI)
- Enterprise Governance, Risk, and Compliance

These services are delivered by MNIT Enterprise Security staff. The agency will be charged back rates for the services that are consumed and an administrative charge that is based on the number of FTE DNR employees supported.

A detailed description of each service, pricing and delivery terms associated with that service may be found on the MNIT public website.

Service Details	Summary Description
Service Category	**MNIT Enterprise Security Service**
Service Name	**Enterprise Vulnerability Management**
Included	• Internal Vulnerability Scanning of desktops, servers, network devices and other supported devices • External scanning of internal facing devices • Communication of prioritized vulnerabilities • Oversight of remediation efforts on vulnerabilities • Configuration compliance scanning (emerging capability) • Web application security scanning • Veracode administration for teams using Veracode • Penetration and Red Team Services (emerging capability)
NOT included	• Devices not connected to MNIT managed networks • Devices not supported by TVMU tools
Delivery Method	• Fulltime support Staff • Automated scanning • MNIT Mall: Threat and Vulnerability Management
Hours of Operation	• M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Category	**MNIT Enterprise Security Service**
Service Name	**Security Operations Center**
Included	• Security Incident Response • Threat Research and SOC Daily Brief • Spam/Phishing Investigation • Security Operations Coordination • Security Monitoring • Enterprise Intrusion Detection and Prevention • Enterprise Web Content Filtering • Enterprise Endpoint Protection
NOT included	• Full service provided to MN executive branch and partner entities with core detection/alerting to other MNET customers • Monitoring is limited to network activity only for external MNET entities that do not participate in the Intrusion Detection and Prevention Service
Delivery Method	• Fulltime support staff • Email: soc@state.mn.us • Phone: 651.201.1281 • MNIT Mall: Report a Security Event
Hours of Operation	• Daily 6 a.m. – 6 p.m. • Emergency after hours support: MNIT Service Desk 24x7

Service Details	Summary Description
Service Category	**MNIT Enterprise Security Service**
Service Name	**Digital Forensics**
Included	• Data Preservation • Data Recovery • Security Incident Investigations • eDiscovery
NOT included	• Devices not owned by executive branch agencies
Delivery Method	• Fulltime support staff • MNIT Mall: Use the Agency Data & Legal Hold Request Form • SOC Phone: 651-201-1281
Hours of Operation	• M-F: 6 a.m. – 2:30 p.m. • Emergency service daily 6 a.m. – 6 p.m. through the Security Operations Center • Emergency after hours support: MNIT Service Desk 24x7

Service Details	Summary Description
Service Category	**MNIT Enterprise Security Service**
Service Name	**Enterprise Privileged Account Management Service**
Included	• User license • Centralized, secure storage • Automatic password rotation • Automated Workflows • Access oversight and audit
NOT included	• A self-service portal for password reset • Storage of personal passwords
Delivery Method	• Fulltime Support staff • MNIT Mall: Privileged Account Access
Hours of Operation	• M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Category	**MNIT Enterprise Security Service**
Service Name	Enterprise Digital Certificate and Encryption Key Management (PKI)
Included	• Management of external digital certificates • Management of internal digital certificates
NOT included	• Management of encryption keys
Delivery Method	• Fulltime Support staff • MNIT Mall: Security Certificates
Hours of Operation	• M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Category	**MNIT Enterprise Security Service**
Service Name	Enterprise Governance, Risk, and Compliance
Included	• IT Audit Coordination across agencies (ie: IRS, FBI, SSA, PCI, etc) • CJIS training coordination • Security ScoreCard Metrics process ownership • Anti-phishing training coordination • Statewide Security Policy and Standards (creation, publishing, curation) • Security finding management (audit findings, exceptions) • Archer management and administration • Risk assessment process ownership
NOT included	• Securing the Human training
Delivery Method	• Fulltime support staff
Hours of Operation	• M-F, 8 a.m.-5 p.m. via GRC@state.mn.us

Shared Services Summary

In FY19, the Department of Natural Resources will consume the following Enterprise Shared Services Bundles:

- Geospatial Shared Services (MNGEO)

These services are delivered by MNIT MNGeo staff. A detailed description of each service, pricing and delivery terms associated with that service may be found on the MNIT public website.

Service Details	Summary Description
Service Category	**MNIT Shared Service**
Service Name	**Geospatial Shared Services (MNGEO):** 857 – MNGeo Prof Svcs – Intermediate, 859 - MNGeo Prof Svcs Advanced,
Included	• Enterprise Licensing for Geospatial Software • MN Geospatial Commons • Access and use of geospatial web services • Geospatial Managed Hosting • Access to PT Services for development and support of geospatial applications and web services
NOT included	• Note: this shared services category does not include GIS Support that is provided by local MNIT DNR staff, which is defined in local SLAs.
Delivery Method	• Fulltime support staff with access to the MNIT On-Premise and external cloud environments
Hours of Operation	• Production availability 7x24x365

Center of Excellence Services Summary

In FY19, the Department of Natural Resources will consume the following Enterprise Shared Services Bundles:

- FileNet Electronic Document Management System (EDMS)

These services are delivered by MNIT Department of Human Services staff. This service is billed directly by the Department of Human Services.

Service Details	Summary Description
Service Category	**Center of Excellence**
Service Name	FileNet Electronic Document Management System (EDMS)
Included	• Monthly user license
NOT included	• Data storage
Delivery Method	• Agency-specific web portal
Hours of Operation	• High availability 24x7x365, excluding scheduled maintenance

MNIT DNR Shared Services Summary

In FY19, the Department of Natural Resources will consume the following local DNR Shared Services:

- End User Services
- Hosting Services
- Application Services
- Security
- Service Desk
- Leadership
- GIS
- Financial Systems Support
- Web Services

The MNIT Services @ DNR funding model differs from the program for MNIT Enterprise Services. The funding model is specifically designed to: 1. Associate service delivery (Shared Services) with indexes that equitably set rates for those services; 2. Provide a fee-for-service model for divisions to avail themselves to MNIT Services @ DNR services beyond those included with Shared Services; 3. Enable business to control personal computing equipment and two-way radio costs through a comprehensive utility services program, and 4. Establish an effective services delivery relationship with division management customers by defining dedicated IT staffing levels, negotiating fiscal terms, and collaborating on work planning.

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

A detailed description of each service, pricing and delivery terms associated with that service may be found in appendix 4 of this document in the attachment '**Customer Cost Allocations and Service Terms**,' which is the local SLA that governs services provided locally.

Service Details	Summary Description
Service Category	**MNIT DNR Shared Service**
Service Name	End User Services
Included	• Networked computer workstation support • Shared drive administration • System access rights administration • Telephony support • Video conferencing training, consulting, and meeting support
NOT included	• Personal computer backup
Delivery Method	• Service desk • Scheduled, automated updates • In-person
Hours of Operation	7:30 AM – 4:30 PM, Business days

Service Details	Summary Description
Service Category	**MNIT DNR Shared Service**
Service Name	**Hosting Services**
Included	• Comprehensive compute server and storage administration
NOT included	• Build applications or databases (available through supplemental agreements) • Update, enhance, or maintain business-unit specific applications (available through supplemental agreements) • Application hosting software licensing (operated systems, virtualization, backup and recovery). These expenses are handled through the Computing Equipment Fleet (CEF) program.
Delivery Method	• Behind the Scenes
Hours of Operation	7:30 AM -4:30 PM, Business Days

Service Details	Summary Description
Service Category	**MNIT DNR Shared Service**
Service Name	**Application Services**
Included	• Business Application Development and Deployment Infrastructure
NOT included	• Business Application Design, Development and Maintenance
Delivery Method	• Behind the scenes
Hours of Operation	• 7:30 AM – 4:30 PM, Business days • On-call services on Holidays and weekends from 8 AM – 4 PM.

Service Details	Summary Description
Service Category	**MNIT DNR Shared Service**
Service Name	Security Services
Included	Planning, Monitoring, Consulting
NOT included	Remediation
Delivery Method	Behind the Scenes, In-Person
Hours of Operation	7:30 AM – 4:30 PM, Business days

Service Details	Summary Description
Service Category	**MNIT DNR Shared Service**
Service Name	Desk/Desktop Support
Included	• "First call for Help" on personal computer hardware and software problems, and system access • Personal computer deployments • Mobile device troubleshooting and problem resolution
NOT included	Software use and assistance
Delivery Method	• Service desk • In-person • Remote support
Hours of Operation	7:00 AM – 4:30 PM, Business days

Service Details	Summary Description
Service Category	**MNIT DNR Shared Service**
Service Name	Leadership and Strategic Planning
Included	• Equipment standards • Statewide initiative support • Pre-project planning • IT Governance • Portfolio Services
NOT included	• Project artifact development • Business analysis • Project management
Delivery Method	In-person
Hours of Operation	7:30 AM – 4:30 PM, Business days

Service Details	Summary Description
Service Category	**MNIT DNR Shared Service**
Service Name	GIS Support Services
Included	• Infrastructure management • Technical support • Agency priority analysis projects • Training
NOT included	• GIS Application Development
Delivery Method	• Behind the scenes • In-person • Remote support
Hours of Operation	7:30 AM – 4:30 PM, Business days

Service Details	Summary Description
Service Category	**MNIT DNR Shared Service**
Service Name	**Financial Services Development and Support**
Included	• Operation and Administration of WIRES system • Version upgrades of Oracle e-Business Suite • User interface customization • Maintenance of DNR Financial Gateway
NOT included	
Delivery Method	• Behind the scenes • In-person • Remote support
Hours of Operation	7:30 AM – 4:30 PM, Business days

Service Details	Summary Description
Service Category	**MNIT DNR Shared Service**
Service Name	Web Services
Included	• Hosting • Enterprise presentation and design • Roles and responsibilities described in the documents: " Web Content Management" and "Homepage Content Management policies" • Content development consulting • Technical platform administration
NOT included	• Comprehensive content review and editing • Plain language remediation • Accessibility remediation
Delivery Method	• On-line services • Direct customer engagement
Hours of Operation	Website is monitored and supported 8:00 AM – 4:30 PM weekdays; extended hours weekdays, 6:00 AM to 10:00 PM, and weekends, 8:00 AM to 4:00 PM

MNIT DNR Business Services

Service Details	Summary Description
Service Category	**MNIT DNR Business Service**
Service Name	Physical Security
Included	• Consulting • Planning • Support and maintenance • Contractor oversight and review • Badge access systems • Video surveillance systems
NOT included	• Funds to pay for security systems
Delivery Method	• In –Person • Remote
Hours of Operation	7:30 AM – 4:30 PM, Business days

Service Details	Summary Description
Service Category	MNIT DNR Business Service
Service Name	**Computer Equipment Fleet**
Included	Identification of personal computers and infrastructure equipment that requires replacement based on established equipment lifecycles (personal computers – 4 years, server – 5 years) or equipment failure, or datedness within the unified computing environment. • Computer equipment purchasing (personal computers, including laptops and specialized tablets), networking equipment (switches and routers), Network-Attached Storage devices (NAS), Uninterrupted Power Supplies (UPS'), servers (all classes), storage area network (SAN) and other server-based storage devices. • Server software licensing • Essential computing peripherals, including mice (standard and alternate ergonomic models), keyboards, laptop docking stations (port replicators), desktop display devices (monitors). • Computing equipment delivery to work locations • Computing equipment surplus processing, in coordination with OSD staff for equipment processed through regional centers. Payment of equipment disposal fees to state contractor • Computing equipment inventory control • Tablet device procurement coordination (non-CEF funds), tracking, inventory control, and disposal
NOT included	• Cellphones and smartphones • Global Positioning System (GPS) devices • Printers, Faxes, and Multifunction Devices • Videoconferencing equipment (all types) • External video cameras and microphones • Specialized input devices for custom graphics production

	• Adaptive technologies to support enhanced accessibility to computer-based resources.
Delivery Method	• Regularly scheduled (in-cycle) equipment replacement will reach fulfillment (meaning, notification of equipment availability to the customer) 4 weeks after finalization of the order. • Immediate (out of cycle) equipment replacement will reach fulfillment (meaning, notification of equipment availability to the customer) 5 business days after request is logged in the department IT ticketing system. • Equipment in pending disposal status will be flagged with that status within the inventory, two working days after receipt of Equipment Transfer Request (ETR) record.
Hours of Operation	8:00 AM – 4:30 PM, Business days

Service Details	Summary Description
Service Category	**MNIT DNR Business Service**
Service Name	**Radio Equipment**
Included	Identification of 2 way radio equipment that requires replacement based on established equipment lifecycles (portables, mobile, and base stations vary 10 – 12 years) or equipment failure, or datedness within the 2 way radio environment. • Radio equipment purchasing (portables, mobiles, and base stations) • Radio Tower: Lease payments, repair / modification management • Essential 2 way radio peripherals and radio accessories procurement, including vehicle mounting hardware, carry cases, batteries, charging stations, and remote Microphones. • Radio equipment delivery • Radio equipment surplusing • Radio equipment inventory control • Radio equipment specification preparation • Radio equipment manufacturer repair coordination • Radio equipment training coordination
NOT included	• Cellphones and smartphones
Delivery Method	• Regularly scheduled (in-cycle) equipment replacement will reach fulfillment (meaning, notification of equipment availability to the customer) 4 weeks after finalization of the order. • Immediate (out of cycle) equipment replacement will reach fulfillment (meaning, notification of equipment availability to the customer) 5 business days after request is logged in the department IT ticketing system. • Equipment in pending disposal status will be flagged with that status within the inventory, two working days after receipt of Equipment Transfer Request (ETR) record.
Hours of Operation	8:00 AM – 4:30 PM, Business days

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Service Agreement – Performance Metrics

Revision 9/14/2018 v2.

This section provides information related to the various performance metrics provided to agencies. Further information on each metric is available through the agency based CBTO or their designee.

Performance Metrics

There are multiple types of metrics available:

- Security Risk Score (contains NOT PUBLIC security information)
- Enterprise Services

CBTOs may provide other metrics, including those representing locally delivered services as needed.

*The **Security Risk Scorecard*** measures a number of key metrics and security controls for an agency yielding a numeric score on eight separate subject areas:

1. Risk Management
2. Vulnerability and Threat Management
3. Secure System Development
4. Security Configuration Management
5. Access Control
6. Monitoring and Incident Response
7. Disaster Recovery Readiness
8. Security Training and Awareness

Enterprise Services have a number of metrics available for partner agencies, including:

MN.GOV – State Web Site

1. Number of Monthly Visits
2. Average Daily Visits
3. Number of Unique Monthly Visitors
4. Number of Monthly Visitors Who Visit Once
5. Number of Monthly Visitors Who Visit More Than Once

Enterprise Applications

1. Email Activity – number of active users & volume of use
2. SharePoint file related activity – number of active users & volume of use
3. Skype for Business activity – number of active users & volume of use
4. OneDrive for Business – number of active users & file storage volume

MINNESOTA IT SERVICES

Signature Page

Under Minnesota Statutes section 16E, the Office of MN.IT Services (dba Minnesota IT Services/MNIT) provides Information Technology services to the Agency. The Agency use of these services constitutes an acceptance of this Service Level Agreement.

The MNIT Service Level Agreement is reviewed and recognized by:

Department of Natural Resources	**The Office of MN.IT Services**
Tom Landwehr	Johanna Clyborne
Commissioner Department of Natural Resources	State Chief Information Officer and Commissioner of the Office of MN.IT Services
Date of Signature	Date of Signature

MINNESOTA IT SERVICES

Service Level Agreement Appendix

Supporting documents

MINNESOTA IT SERVICES

Customer Cost Allocations and Service Terms

MNIT Services @ DNR

Program

Dates of Agreement

July 1, 2018 to June 30, 2019

9/17/18

Tom Landwehr, Commissioner DNR

9/20/18

Laurie Martinson, Director, Operations Services Division

9/24/2018

Tim Loesch, Deputy CBTO, MNIT Services

MINNESOTA IT SERVICES

This document complements the Comprehensive Service Level Agreement (SLA) between MNIT Services and the Department of Natural Resources (DNR) by providing several financial and legal-structural elements considered to be necessary by DNR executive management. First, it provides a description of the methodology used to allocate costs for MNIT@DNR (@DNR) "common" services to its DNR division customers. Second, it provides certain service term details that demarcate responsibilities between DNR staff and @DNR business lines. Third, it authorizes the establishment of a contractual framework that allows the @DNR Chief Business Technology Officer (CBTO) to negotiate directly with DNR division directors for supplemental IT services. Finally, it authorizes and documents necessary terms for operating the DNR Computing Equipment Fleet (CEF) and 2-Way Radio programs.

MNIT Services @DNR Program
Service Description

The following DNR standard services description is provided to maintain consistency with other Operations Services documentation.

The MNIT Services @ DNR program supports DNR's outdoor recreation, economic development, and conservation mission by providing information systems utility services, technology support to DNR employees, expertise for improving business processes through technology investment, maintenance and protection of DNR information assets, public access to DNR information resources, and advancement of DNR's strategic initiatives through focused technical consulting and project support.

By linking DNR values to overall MNIT Services @ DNR program priorities and goals, a services delivery model has been developed that promotes accountability, business alignment, and fairness in apportioning costs to DNR division customers.

The DNR information management system is comprised of a diverse, fully integrated set of facilities and services. One-hundred and ninety sites are fitted with secure local networks and integrated into a single seamless department-wide network. Collaborative tools such as Email, file-sharing, and project management sites are extended to nearly every employee. Facilities for hosting over 100 business-enhancing applications and 35,000 public web pages are maintained within an efficient, modern architecture. High performance GIS tools are available to over 1500 employees. Hundreds of computing devices are maintained to enable the complete system. Technical staff is made available directly to maintain productivity of individual employees.

MINNESOTA IT SERVICES

I. MNIT SERVICES @ DNR Program: Scope

A. Network Infrastructure

1. File sharing
2. Internet services
3. Email
4. Storage and backup systems
5. Employee identity management

B. Computer and Telecommunications Services

(PCs, landline system, cell phones, smartphones, video conference, and radios)

1. Technology assessment and planning
2. System design and specifications
3. Installation, operation and maintenance
4. Technical assistance and user support
5. Hardware and software configuration and administration
6. License and contract administration
7. Computing equipment procurement, deployment, and decommissioning
8. Radio equipment procurement, deployment, and decommissioning

C. Enterprise Application Maintenance and Support

1. Database and application infrastructure administration
2. Web design, administration and content coordination
3. Geographic information system data administration, tool development, training and support
4. Data center equipment procurement, upgrade, deployment, and decommissioning

D. Leadership

1. Strategic planning, goals and measures
2. Financial and staff management
3. Policy, procedures and standards
4. Management information
5. Communications
6. System security program

E. Division Data Management and Application Support

1. Business application operations and support
2. Decision support and analysis
3. Database and application administration
4. Data analysis and stewardship
5. Geographic information system data administration, training and support

MINNESOTA IT SERVICES

II. MNIT SERVICES @ DNR Deliverables Summary

A. Network Infrastructure

1. File sharing services to DNR MnNet and VPN sites
2. Enterprise Unified Communication and Collaboration (EUCC – Email, Sharepoint, Lync) administration for 2600 DNR employees
3. Department-wide file storage facilities and backup services commensurate with the capabilities available at each site
4. A comprehensive infrastructure for secure employee access to information resources

B. Computer and Telecommunications Services

(PCs, land line systems, cell phones, smartphones, video conference, and radios)

1. Communications technology consulting
2. Land line administration for systems installed after 2001
3. Video conferencing system operations and scheduling
4. Technical assistance on the use of personal computing equipment
5. Comprehensive personal computing equipment support for trouble-shooting hardware, and correcting software configuration (break-fix)
6. Personal computing software configuration and administration

C. Enterprise Application Maintenance and Support

1. An integrated infrastructure for hosting databases, applications, and Web resources
2. High functioning and secure business applications
3. Web design standards development and enforcement, and content coordination
4. Geographic information system data access, software tools, training, and technical support

D. Leadership

1. Effective program management
2. IT policy, procedures, and standards
3. IT procurement coordination
4. Participation in state government-wide investment and state standards-setting teams

E. Division Application Maintenance and Support and Data Management

1. High functioning and secure business applications
2. Secure and available data
3. Available, adaptive and responsive decision support tools and data for division leadership and field staff
4. Report development, distribution and publishing

F. Computing Equipment Fleet

1. Equipment provisioning as a service, including replacement planning based on department standards, delivery of planned replacement equipment to employees, emergency equipment replacement and new hire provisioning
2. Inventory database maintenance, and coordination with DNR asset management team to

maintain the official inventory record in SWIFT
3. Replacement and new equipment standards
4. Equipment disposal or resale

G. Radio Equipment Fleet

1. Equipment provisioning as a service, including replacement planning based on department standards
2. Inventory database maintenance, and coordination with DNR asset management team to maintain the official inventory record in SWIFT
3. Replacement and new equipment standards
4. Equipment disposal or resale

III. Expectations and Obligations

A. Executive and senior managers expect information systems to be accessible, and technical support resources to be available within the constraints described in Appendix A.

B. The design of the MNIT Services @ DNR program is expected to meet the following goals:

1. Ensure customer satisfaction at levels in the upper 30 percent of the surveyed quantitative evaluation range
2. Establish professional services rates at levels at least 10 percent below average state contract rates across the suite of MNIT Services @ DNR services
3. Track and report on utilization of materials reduction technologies
4. Monitor customer web services access methods (mobile device type, desktop) to inform business decisions in maintaining technical alignment with customer preferences.
5. Monitor network performance to ensure 98 percent availability based on system components that @DNR staff maintain technical control over.
6. Monitor application infrastructure availability using WIRES, TSM, Internet, and Intranet services as proxies for overall performance.

See Appendix A for defined limits of relevant service areas

Performance Measure	Data Source	Calculation
Customer Satisfaction - What is the level of Customer Satisfaction? **Leah Kemp – 651-259-5467**	Internet Customer Satisfaction Survey (sponsored by MNIT Central)	Satisfaction with response time from IT Service Desk using metrics from Service Desk Plus (SDP) software.

MINNESOTA IT SERVICES

Fiscal – Comparison of Staff Augmentation by Tier to ASAP Contracts **Tim Loesch – 651-259-5475**	MNIT/DNR vs. MNSITE in state contract	MNIT/DNR Tier: 1, 2, 3 Average published MNSITE Tier: 1, 2
Natural Resource Focus – Users served through material reduction techniques. **Alicia Mathews – 651-259-5910**	Internal Tracking System/EUC C reporting	Number of users served through technology: Uniflow, Lync, Webex
Mobile Device Usage – Is DNR providing information and resources in a format in demand for access of our data? **Jed Becher – 651-259-5450**	Google Analytics	Usage by type of device increase. This measure will help DNR determine application development methods and skills needed to align with customer usage preferences.
Application - Access and performance for department applications. **Fred Sasse – 651-259-5510**	App Manager	• Availability • Capacity • Service Support • Recoverability

C. In order for the MNIT Services @ DNR program to successfully meet customer expectations, division program managers are obligated to actively participate as follows:

1. Network Infrastructure
   a. Encourage staff to report system outages to the computer support desk
   b. Coordinate with MNIT Services @ DNR staff to plan and execute connectivity improvements at DNR sites
2. Computer and Telecommunications Services
   a. Encourage staff to submit service requests to the IT Service Desk
   b. Coordinate with MNIT Services @ DNR staff to plan and execute telecommunications improvements at DNR sites
   c. Select personal computing equipment for staff based on the requirements of their position
3. Enterprise Application Maintenance and Support
   a. Encourage staff to report outages to the computer support desk
   b. Plan expenditures on business application development and maintenance, and communicate them to MNIT Services @ DNR staff prior to the beginning of each fiscal year
   c. Conform to established procedures for developing and executing project service level agreements
   d. Focus web content management responsibilities into the hands of a limited number of qualified individuals and require them to conform to department standards for presentation, technical architecture, and collaboration
   e. Work with MNIT Services @ DNR applications managers to develop plans for maintaining,

enhancing, and decommissioning business applications.

4. Leadership
   a. To follow standard operating procedures for all service request types
   b. To ensure staff follow established policies on appropriate use of computing equipment
   c. Request and receive approval from MNIT Services @ DNR management staff before purchasing or installing non-standard software and hardware
   d. Fund start-up costs for facilities upgrades at area offices (such as improved network connectivity or new phone systems)
   e. Purchase equipment and support services to replace faulty or damaged phone system equipment at area offices
   f. Ensure that professional and administrative staff is aware of responsibilities in handling "not public" information and that state information security policies are adhered to.
   g. Ensure that professional and administrative staff is aware of responsibilities for handling business records in conformance with available policies and procedures
5. Division Data Management and Application Support
   a. Ensure program and administrative staff use the assigned IT Business Services supervisor for IT planning
   b. Support participation of MNIT Services @ DNR leadership staff in division IT strategy development and planning activities
   c. Communicate division priorities to assigned IT Business Services supervisor
   d. Maintain a dedicated management designee that partners with the assigned IT Business Services supervisor to ensure alignment between division technology interests and corporate DNR standards, and issue escalation and resolution
   e. Access to division work plans and priorities
   f. Coordination of non-IT staff on specific projects and/or operational issues, as necessary
   g. Access to people and tools needed to effectively advocate, support and manage division IT applications, assets and IT facilities
6. Computing Equipment Fleet
   a. Select personal computers from standardized model list to equip division staff
   b. Prompt payment of regular invoices
   c. Ensure adoption of new equipment at staff level within 30 days of receipt
   d. Business staff follow CEF administrative procedures
7. Radio Equipment Fleet
   a. Verify equipment to be assigned to staff to ensure "right-sizing" for the assigned position.
   b. Prompt payment of regular invoices

IV. Program Funding Model

The MNIT Services @ DNR funding model differs from the program description provided in Section I above. The funding model is specifically designed to: 1. Associate service delivery (Shared Services) with indexes that equitably set rates for those services; 2. Provide a fee-for-service model for divisions to avail themselves to MNIT Services @ DNR services beyond those included with Shared Services; 3. Enable

business to control personal computing equipment and two-way radio costs through a comprehensive utility services program, and 4. Establish an effective services delivery relationship with division management customers by defining dedicated IT staffing levels, negotiating fiscal terms, and collaborating on work planning.

This document is largely concerned with details of the shared services segment of the @DNR budget. The overall goal of the shared services funding model is to link service levels to the choices department and division-level managers make; in other words, to be responsive to department technology business activity levels. Indexed services operating directly under the shared services model include the following (detailed service descriptions are provided in Appendix A):

1. End User Services
    1. Index Measure: Network Logins
    2. Index Definition: Active network logins as defined by the number of human-assigned Email addresses associated with each division, calculated as a monthly average over the previous year (or nearest period where data are available)
    3. Cost Distribution Plan: Calculate total End User services costs and divide by the number of network logins department wide to develop a cost per network login rate. Divisions are then assessed based on number of network logins.
2. Hosting Services
    1. Index Measure: Network Logins, Relative Site Occupancy, Business Application Impact Rating
    2. Index Definition: Network login count is combined with relative site occupancy in equal measure, and then combined as a consolidated network index with each division's Enterprise Application Impact rating, which estimates relative rate of computing resource consumption in the DNR data center.
    3. Cost Distribution Plan: Calculate total Hosting Services costs and multiply by the combined index percentage for each division.
3. Application Services
    1. Index Measure: Business Application Impact Rating
    2. Index Definition: Cross tabulate elements of each division's application portfolio against server resources managed in the DNR data center and tally these occurrences to form a measure of relative "complexity" or "resource impact" for each division.
    3. Cost Distribution Plan: Calculate total cost of supporting the department's current fleet of enterprise business applications (about 100 in number) and allocate those costs against the relative impact that each division portfolio has on the costs of maintaining the software computing infrastructure
4. Security Services
    1. Index Measure: DNR Composite Index
    2. Index Definition: Combined fiscal activity and staffing level
    3. Cost Distribution Plan: Calculate total cost of providing the suite of services and allocate against the relative percentage expressed in the standard DNR Composite Index.
5. Service Desk
    1. Index Measure: PC Count
    2. Index Definition: Personal computers including workstations and laptops assigned to each division.
    3. Cost Distribution Plan: Calculate total personal computer support costs and divide by number of devices in DNR's PC fleet to arrive at a cost per device. Divisions are then assessed based on number of supported computers assigned to them.

6. Leadership Services
   1. Index Measure: DNR Composite Index
   2. Index Definition: Combined fiscal activity and staffing level
   3. Cost Distribution Plan: Calculate total cost of providing the suite of services and allocate against the relative percentage expressed in the standard DNR Composite Index.
7. GIS Services
   1. Index Measure: GIS Activity Rating
   2. Index Definition: Number of named ArcGIS users (defined as having used the software on 20 or more calendar days) – weight 80 percent, (Detailed worksheet is available in Appendix B).
   3. Cost Distribution Plan: Expressed as a relative percentage by division, GIS Activity Rating is applied against the total cost of providing GIS Technical Support services. An across the board 20 percent base is first evenly applied, upon which the Activity Rating percentage is subsequently applied.
8. Financial Systems Support Services
   1. Index Measure: Total revenue and transactions processed
   2. Index Definition: An index expressed as a percentage, accounting for total revenue, total revenue transacted, total receipts, total invoices, and total invoice distribution lines processed through WIRES in FY2014 and FY2015 (detailed worksheet is available in Appendix B).
   3. Cost Distribution Plan: Calculate total cost associated with supporting WIRES as a business application and allocate those costs to business units based on revenue processing percentage.
9. Web Services
   1. Index Measure: DNR Composite Index
   2. Index Definition: Combined fiscal activity and staffing level
   3. Cost Distribution Plan: Calculate total cost of providing the suite of services and allocate against the relative percentage expressed in the standard DNR Composite Index.
10. Land Records System Support
    1. Direct billing to Division of Lands and Minerals to be paid from appropriations earmarked for support of the system

- *Appendix B describes how indexes are built up from a variety of metrics*
- *Appendix C details funding allocation for each service area (based on indexes above) by business unit*
- *Appendix D describes professional services rates*
- *Appendix E lists Block funded costs for embedded IT staff*
- *Appendix F summarizes service levels associated with computing infrastructure disaster recovery scenarios*
- *Appendix G details approved budget proposals*

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VIII. Expenditure Plan

Fiscal Year 2019

FY18/19 Service Area	FY18 Costs	FY19 Costs
End User Services	$617,018	$620,718
Hosting Services	$374,138	$383,881
Application Services	$623,556	$669,270
Security Services	$131,995	$142,939
Service Desk	$1,547,217	$1,621,415
Leadership Services	$225,886	$242,178
GIS Services	$953,949	$1,011,188
Financial Systems Support Services	$407,702	$422,839
Web Services	$484,896	$720,864
Governance Subtotal	**$5,366,357**	**$5,835,292**
Board-Approved Initiatives		
Server Administration	$120,000	
Special Assessments		
Land Records System Support	$133,000	$133,000
Governance Total	**$5,619,357**	**$5,968,292**
Delta		**$348,935**

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Appendix A: Information Technology Scope Definition and Service Level Terms by Service Category

This appendix provides detailed terms for services. It follows the MNIT Services @ DNR funding model, because those categories align most closely with MNIT Services @ DNR operational structures.

A. End User Services

1. Scope Definition
    a. System-wide management of networked personal computer fleet, including virus protection, monitoring, updates, remote software installation, and inventory control.
    b. Administration of statewide file-sharing environment (network drives), and site-specific file servers (NAS devices)
    c. Support for DNR-administered phone systems at selected regional and area offices
    d. Administration of DNR responsibilities in the state enterprise Voice Over IP (VOIP) system

B. Hosting Services

1. Scope Definition
    a. Full administration of server and storage infrastructure in support of business applications and other common services within the DNR data center.
    b. Administration of network-based storage environment (SAN and NAS)
    c. System backup services
        i. Data center
        ii. Field sites with local network storage and backup systems
    d. These products and services are covered in this agreement:
        i. Maintain servers upon which DNR's internally hosted applications function (production database, application and reporting servers). Tasks include updates to maintain system security, enhance performance, and ensure proper integration with the various components necessary to operate business applications.
        ii. Monitor servers and software for continuity of operations, and troubleshoot and restore required devices and processes when needed.
        iii. Develop and maintain infrastructure that forms the basis for business application deployments and reduces costs of application development
        iv. Maintain application product development, testing, and training environments
    e. These products and services are not covered in this agreement:
        i. Build applications or databases (available through supplemental agreements)
        ii. Update, enhance, or maintain business-unit specific applications (available through supplemental agreements)
        iii. Application hosting software licensing (operated systems, virtualization, backup and recovery). These expenses are handled through the Computing Equipment Fleet (CEF) program.
2. Service Level Terms
    a. Software-based application failures diagnosed between 8:00 am and 4:30 pm on non-holiday weekdays will be restored within 4 hours on average
    b. Hardware-based application failures diagnosed between 8:00 am and 4:30 pm on non-holiday weekdays will be restored within 2 business days on average
    c. Non-business hour application failures will be logged with resolution uncertain, and best level of effort in restoring service.
    d. All files stored on network drives at the DNR Central Office site are backed-up daily and retained for six

months. 100% of requests to restore files from backup are satisfied within two working days.

e. Backup of network-based files stored on local area network drives. File restores will be completed within 2-business days. Services are limited to the following sites:

Atkin Area Office
Baudette Area
Bemidji Area Office
Bemidji EWR
Bemidji NW Region HQ New
Blackduck Forestry
Brainerd Area Office
Caledonia Forestry
Cambridge
Camp Ripley
Carlos Avery
Cloquet
Crookston Wildlife
Deer River
Detroit Lakes EWR
Detroit Lakes Multi Site
Duluth EWR
Duluth Forestry
Duluth French River
Effie
Eveleth 1
Faribault-NEW
Fergus Falls
Finland
Glenwood
Grand Marais
Grand Rapids MIFC
Grand Rapids Region 2 HQ New
Grand Rapids Res. Assmt.
Hibbing Forestry
Hibbing LAM

Hibbing Minerals 2
Hinckley
Hutchinson
International Falls 1
Itasca State Park
Karlstad Wildlife
Lac Qui Parle
Lac Qui Parle SP Residence
Lake City Area Office
Lake City EWR (Mussel Research)
Lanesboro
Lewiston Forestry
Little Falls
Littlefork Forestry
Madelia Wildlife
Mankato EWR
Marshall
Mentor Prairie
Nicolett Wildlife
New London
New Ulm
Orr
Ortonville Fisheries 1
Park Rapids Fisheries 1
Park Rapids Wildlife 1
Princeton
Red Lake WMA - Norris Camp
Redwood Falls
Rochester
Roseau River WMA
Saint Paul River Bend
Saint Paul Warner Road
Sakatah Lake NAS

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Sandstone
Sauk Rapids
Shakopee
Sibley Stonehouse Wildlife/Sibley Wild
Slayton
Spicer Fisheries
Thief Lake WMA
Thief River Falls
Tower
Two Harbors
Vermillion
Wannaska New
Warroad 1

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C. Connectivity/Network Services (Legacy – Service now provided by MNIT Central under a separate agreement)

D. Application Services

1. Scope Definition
   a. Operation and configuration of key department databases that support services across the agency
   b. Operation and configuration of application infrastructure components that provide services across the agency. Examples include Business Objects/Crystal Reporting environment, a variety of application infrastructure components, and the CITRIX virtualization environment.
   c. Document management support services, including administration of a centralized electronic document management system (EDMS), consulting to customer groups interested in adding document collections to the system, development of controlled vocabularies and standard metadata for maintaining a cohesive system, and application of records retention schedules with established document collections.
   d. Develop and document application development and deployment standards
   e. Deploy and maintain application development infrastructure (issue tracking, source code version control)

2. Service Level Terms
   a. Software-based application infrastructure failures diagnosed between 8:00 am and 4:30 pm on non-holiday weekdays will be restored within 4 hours on average
   b. Software-based application infrastructure failures associated with Tier 1 business services during extended business hours (6AM-10PM) will be restored at best level of effort
   b. Non-business hour application failures will be logged with resolution uncertain, and best level of effort in restoring service.

E. Security Services

1. Scope Definition
   a. These products and services are covered in this agreement:
      i. Program management – planning, oversight, coordination, and risk management.
      ii. Development and maintenance of a comprehensive library of security policies
      iii. Information security assessments, risk analysis, and remediation planning.
      iv. Information systems monitoring and vulnerability assessment
      v. Facility services – building access control system administration for the DNR Central Office and additional sites integrated into the central system, and storage of video surveillance images.
      vi. Information technology-related investigative support, including but not limited to building access information, video surveillance, and computer forensics.
      vii. Data practices and litigation hold support, including systems for providing secure storage for authoritative documents relevant to agency litigation, and documents subject to attorney-client privilege.
   b. These products and services are not covered in this agreement:
      i. Building access and surveillance equipment installation and support is out of scope for this agreement (available through supplemental service level agreements and other funding mechanisms)

F. Service Desk

1. Scope Definition
   a. These products and services are covered in this agreement:

i. Computer Support Desk – "First Call for Help"
- Log, track and escalate customer problems and requests
- Perform diagnostic procedures, resolve problems, and document resolution
- Broadcast information on system-wide problems, anticipated resolution, and planned downtime
- Provide computer tips and techniques, training opportunities, and other self-help guides on DNRnet, the DNR Intranet
- Generate monthly reports and performance evaluation data by category of service, and customer business unit and location

ii. Computer User Support – Central office and field service areas
- Provide assistance, troubleshooting, and repair for day-to-day problems and scheduled projects, including setting up PCs, laptops, and mobile devices. Loading and configuring new software, and setting up peripheral devices
- Advise customers of request status and expected time to resolution
- Finalize setup of and transfer user data to new computers
- Provide advice and guidance on the use of DNR standard communications software and networked hardware (e.g., Outlook, Windows file-sharing, network printers)
- Develop and promote policies and procedures for personal computer use
- Provide technical support to Central Office Computer Training Center (CTC)
- Network printer installation and troubleshooting

b. These products and services are not covered in this agreement:
   i. Desktop software funding
   ii. Training beyond a brief introduction for new employees demonstrating how to log in to the network and start using e-mail and calendar software
   iii. Copier and multi-function device purchasing, maintenance, troubleshooting, or repair
   iv. Personal printer purchasing, installation, maintenance, or troubleshooting
   v. Network printer purchasing or replacement
   vi. Privately owned computers and mobile devices.
   vii. Customer-owned computer equipment support of any kind.

2. Service Level Terms
   a. In an effort to satisfy the greatest number of customers in the least amount of time, computer support staff use the table below to set priorities, make daily assignments, and balance workloads.
      i. Priority 1 problems are the highest priority and are resolved first
      ii. Problems within the same priority level are resolved on a first come, first served basis
      iii. Special consideration may be given to mobile and remote employees with limited access
      iv. In the event of a catastrophic event or failure of a utility, response times may be longer
      v. Problem acknowledgement and response initiation for priority 1-3 requests is within 2 hours.

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Priority	Description and Examples	Problem Resolution Goal
1	• Mission critical system is down (e.g., network access) • Central Office users are affected by the problem • Data is corrupted (e.g., virus infection) • Regulatory deadline will be missed	1 to 4 business hours
2	• Intermittent or unstable network connectivity • 25 or more users are affected by the problem • No workaround or alternative is available	1 to 8 business hours
3	• Computer is down and employee is unable to perform his or her job • Basic functions are usable with minor restrictions • Workaround or alternative is available (e.g., redirect print jobs when local printer fails)	Next business day, or as scheduled with customer
4	• Minor problem – defect is cosmetic or simply a nuisance (e.g., formatting of converted documents) • Chronic problems that require research for resolution • Complex project requiring extensive research and troubleshooting, including high level of expertise	As scheduled with customer
5	• Planned project to fix a problem (e.g., make changes to network directory based on DNR re-organization) • Scheduled hardware or software upgrades (e.g., set-up new computers, upgrade operating system)	As scheduled by computer user support or network operations staff

vi. 98% of voice and e-mail requests that are received between 7:30 am and 4:30 pm on non-holiday weekdays receive electronic acknowledgement within 1 hour

vii. 95% of users say they were provided an estimated completion time for their service request and that either that estimated time was achieved or they received adequate status reports until their need was satisfied

b. Resolution time

i. 95% of priority 1 problems assigned to computer user support staff are resolved within 4 business hours

ii. 95% of priority 2 problems assigned to computer user support staff are resolved within 8 business hours

iii. 90% of priority 3 requests are resolved by close of business on the following day

iv. 90% of priority 5 requests are resolved by the requestor's deadline or within one week, which ever is later

c. Proactive support

i. Each networked personal computer will be evaluated at least once per year via either individual, personal site visit, or remote access

ii. Computer support technicians will perform 60 on-site visits per year to ensure proper environment health, and resolve nagging technical challenges

d. Satisfaction

i. 95% of those who report having used computer user support services say they are satisfied or very

satisfied with the service they received

G. Leadership and Strategic Planning

1. Scope Definition
   a. These products and services are covered in this agreement
      i. Establish and maintain personal computer equipment standards
      ii. Desktop equipment standards and procurement assistance
      iii. Provide staff support to state-wide initiatives, particularly as they relate to MNIT @Central projects
      iv. Provide staff support to information technology governance processes
      v. Provide consulting support for pre-project planning and strategic investment initiatives
      vi. Technology research to advance DNR systems; manifested in increased productivity, reduced costs, and improved opportunities for systems integration
      vii. Continuity of Operations Planning (COOP) support in risk mitigation, disaster recovery, and business continuity planning
      viii. Develop and maintain computer use best practices documentation
      ix. Strategic planning
      x. Program and project portfolio services
      xi. Project start-up services – assisting customers in evaluating, and initial project scoping

   b. These products and services are not covered in this agreement
      i. Development of project management or business analysis artifacts (available through supplemental SLA's)
      ii. Formal business services
      iii. Formal project management services

H. GIS Technical Support

1. Scope Definition
   a. These products and services are covered in this agreement:
      i. GIS data replication services to regional and area offices (72 sites)
      ii. Content management of the Minnesota GeoCommons
      iii. Network Accessible Storage (NAS) server setup, installation, trouble-shooting, and maintenance
      iv. Administer enterprise spatial database software
      v. Maintain Spatial Data Dictionary and related content
      vi. Maintenance of the following desktop software products:
         - Landview
         - DNRGPS
         - Quicklayers for ArcGIS. (Enhancements made at the discretion of MNIT Services @ DNR staff)
      vii. Integration with state enterprise level computing resources
      viii. Remote support for customers seeking assistance with GIS software use or desktop software configuration
      ix. Conduct support visits to DNR field sites
      x. Install and update GIS desktop software
      xi. Payment of GIS software acquisition and licensing fees for business unit use (limited to the ArcGIS family of products, licensed by ESRI, Inc.)

xii. Regional project analysis and product development support (governed by position description of individual support staff member)
xiii. Organized communications and events to inform customers of new developments in the area of GIS software and data product availability
xiv. Monitor system performance
xv. Development and advancement of a comprehensive Recreation Services mapping program to support facilitated access to DNR outdoor recreation data, including the integration of key recreation facilities data from Minnesota government business partners. The program includes provisioning for customized mapping for DNR customer groups, and integration with mobile device delivery channels.
xvi. Geospatial data publishing in the GDRS environment

b. These products and services are not covered in this agreement:
   i. Creating new geospatial business data sets (available through supplemental SLA's)
   ii. Application and database development (available through supplemental SLA's)
   iii. Maintenance of existing custom applications (available through supplemental SLA's)
   iv. Database maintenance (available through supplemental SLA's)
   v. Analysis projects outside of regional operations responsibilities (available through supplemental SLA's)
   vi. Support of non-standard tools such as Google Earth, third-party software extensions to ArcMAP, or other products acquired by individual users
   vii. Mobile Application software development (available through supplemental SLA's)

2. Service Level Terms – GIS User Support
   a. All GIS services are limited to regular workdays, 8:00 AM – 4:30 PM, Monday-Friday
   b. GIS technical support and operations staff members prioritize their work based on a blend of existing work schedules, urgency of need, and a first-come, first-served basis. Although the GIS Section Manager defines work priorities on a case by case basis, the table at the end of this section provides a basic decision framework.
   c. Availability and communication
      i. Service requests via voice or email are either acted upon within 2 business days or the customer is referred to an alternate staff resource.
   d. Resolution time
      i. 95% of priority 1 problems are attended to, but not necessarily resolved, within 4 hours of reporting. Resolution of these issues may be beyond our direct control.
   e. Proactive support
      i. Annual GIS User Group meetings will be held in each of the DNR Regional work sites.
      ii. GIS and GPS training courses will be maintained with current software capabilities and at least 4 training classes per year will be conducted (GIS training user fees are based on the schedule provided in Appendix D.)
      iii. Enterprise systems will be monitored for functionality and performance
   f. Satisfaction
      i. 95% of those who report having used GIS support services say they are satisfied or very satisfied with the service they received.
   g. Data replication service levels vary amongst sites.
      i. Sites with modern equipment (Linux-based NAS, or Windows file-sharing appliances) receive updates at least once per week.
      ii. Sites with stand-alone data on external hard-drives (e.g. Buffalo Drives) will be updated at least twice

a year.

h. Issues with application and database performance will be addressed within one-day of identification.
i. Mission Critical systems interruption will be addressed within four working hours.
j. The Minnesota GeoCommons will be updated 5 times per week (minimum).

Priority	Description and Examples
1	• Mission Critical systems are down such as Network Accessible Storage Devices (NAS), Data corruption, or connectivity issues. • Mission critical enterprise data sets and applications such as Forest Inventory Module and WHEELS are off line. • Regional work priorities or Commissioner's Office requests with associated deadlines
2	• Field Office visits scheduled well in advance • Ad-hoc user support that is mission critical and has no work-around or alternative is available. • System performance is degraded but system is still in operation
3	• Develop training materials and conduct training classes • Develop materials and conduct GIS User Meetings • Ad-hoc user support that is deemed to be a minor problem by both client and GIS coordinator • Scheduled hardware setup requests

I. Financial Services Development and Support

1. Scope Definition
   a. These products and services are covered in this agreement:
      i. Maintain servers upon which WIRES system operates (production database, and application servers). Tasks include updates to maintain system security, enhance performance, and ensure proper integration with the various components necessary to operate WIRES
      ii. Maintain the software that constitutes WIRES: Oracle Applications and Oracle Database software. Tasks include performing software updates and applying system patches
      iii. Monitor servers and software for continuity of operations, and troubleshoot and restore required devices and processes when needed
      iv. Develop and maintain infrastructure (e.g. DNR Financial Gateway) that forms the basis for business application integration with WIRES
      v. Provide consulting support to business units seeking to improve business processes through integration with WIRES
      vi. Maintain WIRES development, testing, and training environments
      vii. Develop, deploy and maintain a WIRES reporting warehouse
      viii. Develop, deploy and maintain WIRES reports
      ix. Maintenance of interfaces between WIRES and SWIFT.
      x. Maintenance of other established system interfaces to SWIFT
      xi. Maintenance of DNR SWIFT Financials, Procurement, and HCM data marts
   b. These products and services are not covered in this agreement:

i. Development of interfaces to business applications (available through supplemental SLA's)
ii. Development of custom, business-unit specific, reports (available through supplemental SLA's)
iii. Major version upgrades of hardware and/or server components constituting the system
iv. Major Oracle Financials or database software upgrades

2. Service Level Terms
   a. Software-based WIRES failures diagnosed between 8:00 am and 4:30 pm on non-holiday weekdays will be restored within 4 hours on average
   b. Hardware-based WIRES failures diagnosed between 8:00 am and 4:30 pm on non-holiday weekdays will be restored within 2 business days on average

J. Web Services Support

1. Scope Definition
   a. These products and services are covered in this agreement:
      i. Maintain environment upon which DNR's externally hosted web services operate. Tasks include updates to content management software, enhance performance, and ensure proper integration with the various components necessary to operate DNR web services.
      ii. Monitor software availability for continuity of operations, and troubleshoot and restore required devices and processes when needed.
      iii. Procure web hosting and security services from vendor
      iv. Provide consulting support to business units seeking to improve business processes through web-based solutions
      v. Coordinate DNR website content management activities
      vi. Develop and maintain agency core web content
      vii. Enable DNR Web Liaison staff to maintain division content via a web content management system or file-based access to web servers
      viii. Develop and maintain information architecture for agency websites
      ix. Develop and apply web presentation and content standards
      x. Integrate high-value web collaboration tool sets (list-servers, blogs, wiki's, etc.) into DNR's application environment
      xi. Participate in the agency-wide web content governance group
      xii. Develop and maintain contracts for external services that support the agency's web presence
      xiii. Promote ADA-compliance guidelines
      xiv. Promote DNR Plain Language principles
   b. These products and services are not covered in this agreement:
      i. Acquire or support commercial software for enhancing Intranet-based collaboration environment (e.g. document management software)
      ii. Development of business unit specific content management applications (available through supplemental SLA's)
      iii. Training for staff on how to develop and publish web-based content (available through cost/student courses)
      iv. Document remediation for ADA electronic compliancy.
2. Service Level Terms
   a. Software-based website failures logged and diagnosed within 2 hours during weekday business hours (8:00 AM-4:30 PM) and extended business hours (weekends 6:00 AM – 10:00 PM), with average restoration within 2 hours.
   b. Hardware-based website failures logged and diagnosed within 2 hours during weekday business hours (8:00

AM-4:30 PM) and extended business hours (weekends 6:00 AM – 10:00 PM), with average restoration within 6 hours.

K. Computing Equipment Fleet

1. Scope Definition
   a. These products and services are considered in-scope for the program
      i. Identification of personal computers and infrastructure equipment that requires replacement based on established equipment lifecycles (personal computers – 4 years, server – 5 years) or equipment failure, or datedness within the unified computing environment.
      ii. Computer equipment purchasing (personal computers, including laptops and specialized tablets), networking equipment (switches and routers), Network-Attached Storage devices (NAS), Uninterrupted Power Supplies (UPS'), servers (all classes), storage area network (SAN) and other server-based storage devices.
      iii. Server software licensing
      iii. Essential computing peripherals, including mice (standard and alternate ergonomic models), keyboards, laptop docking stations (port replicators), desktop display devices (monitors).
      iv. Computing equipment delivery to work locations
      i. Computing equipment surplus processing, in coordination with OSD staff for equipment processed through regional centers. Payment of equipment disposal fees to state contractor
      vii. Computing equipment inventory control
      viii. Tablet device procurement coordination (non-CEF funds), tracking, inventory control, and disposal
   b. These products and services are not covered in this agreement:
      i. Cellphones and smartphones
      ii. Global Positioning System (GPS) devices
      iii. Printers, Faxes, and Multifunction Devices
      v. Videoconferencing equipment (all types)
      vi. External video cameras and microphones
      i. Specialized input devices for custom graphics production
      ii. Adaptive technologies to support enhanced accessibility to computer-based resources.
2. Service Level Terms
   a. Computing equipment inventory record will be 95 percent accurate based on available equipment status documentation, historical records, and network access records.
   b. Regular equipment replacement billings will 95 percent accurate (in terms of cost) when compared to the computing equipment inventory record.
   c. Regularly scheduled (in-cycle) equipment replacement will reach fulfillment (meaning, notification of equipment availability to the customer) 4 weeks after finalization of the order.
   d. Immediate (out of cycle) equipment replacement will reach fulfillment (meaning, notification of equipment availability to the customer) 5 business days after request is logged in the department IT ticketing system.
   e. Equipment in pending disposal status will be flagged with that status within the inventory, two working days after receipt of Equipment Transfer Request (ETR) record.
   f. All equipment purchased after June 30, 2013 is considered a MNIT-managed asset.

N. Radio Equipment Fleet

1. Scope Definition

a. Identification of 2 way radio equipment that requires replacement based on established equipment lifecycles (portables, mobile, and base stations vary 10 – 12 years) or equipment failure, or datedness within the 2 way radio environment.
b. Radio equipment purchasing (portables, mobiles, and base stations)
c. Radio Tower: Lease payments, repair / modification management
d. Essential 2 way radio peripherals and radio accessories procurement, including vehicle mounting hardware, carry cases, batteries, charging stations, and remote Microphones.
e. Radio equipment delivery
f. Radio equipment surplusing
g. Radio equipment inventory control
h. Radio equipment specification preparation
i. Radio equipment manufacturer repair coordination
j. Radio equipment training coordination

2. These products and services are not covered in this agreement:
   a. Cellphones and smartphones
3. Radio Equipment Rate
   a. Radio rates are applied quarterly on customer inventory, a "pay-as-you-go" system.
   b. Radio Rate = Capital Cost + Maintenance / Repair Cost + Administration

O. Land Records Support

1. Scope Definition
   a. These services are covered under this agreement
      i. Application hosting services
      ii. Request management services
      iii. Application infrastructure management services
      iv. Oracle database licensure fees
   b. These products and services are not covered in this agreement
      i. Application enhancements or modifications
      ii. Business analysis
      iii. Project management
      iv. Data maintenance
      v. Reporting
      vi. Data analytics
      vii. Application deployment and user support
2. Service Level Terms
   a. System operations terms are identical to those specified in the Financial Services Support section of this document (Section I).

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Appendix B.1 – FY2018

I. Data Used to Develop Indexed Assessments

Business Unit	Percentage of Network Accounts	PC Fleet Percentage	GIS Support Rating	Financial Services Support Rating	Consolidated Index	App Enterprise Activity Rating
Ecological and Water Resources	19.4%	17.4%	28.2%	8.9%	15.9%	24.8%
Enforcement	8.9%	9.3%	0.0%	2.8%	6.3%	5.7%
Forestry	19.9%	18.8%	32.1%	35.5%	16.9%	23.6%
Fish and Wildlife	24.6%	29.6%	29.1%	15.1%	28.8%	22.5%
Lands and Minerals	3.7%	3.9%	4.8%	14.4%	4.6%	9.5%
Parks and Trails	22.4%	19.8%	5.7%	21.7%	26.3%	13.9%
Regional Administration	0.4%	0.6%	0.0%	1.2%	1.1%	0.0%
Commissioner's Office	0.6%	0.6%	0.0%	0.4%	0.0%	0.0%
Totals	2461.0	100.0%	100.0%	100.0%	100.0%	100.0%

A. Financial Services Worksheet (basis for Financial Services Support Rating index)

Weights	*20.00%*	*5.00%*	*25.00%*	*45.00%*	*5.00%*		100.00%
	Total Revenue Processed	Total Revenue Transactions	Total Receipts	Total Invoices	Total Invoice Distribution Lines		Composite (without OSD)
Lands and Minerals	14%	3%	3%	22%	12%		14.4%
Ecological & Water Resources	10%	3%	12%	8%	2%		8.9%
Forestry	14%	9%	13%	56%	79%		35.5%
Parks and Trails	19%	75%	52%	3%	1%		21.7%
Fish and Wildlife	39%	10%	16%	6%	3%		15.1%
Enforcement	3%	1%	3%	3%	2%		2.8%
Regional Administration	1%	0%	0%	2%	0%		1.2%
Commissioner's Office	1%	0%	0%	0%	0%		0.4%
TOTAL All	100%	100%	100%	100%	100%		100.0%

MINNESOTA IT SERVICES

B. GIS Worksheet (basis for GIS Support Rating index)

FY 2017 DNR Divisions	No. of Users	Percent Use
Ecological and Water Resources	251	27.52%
Enforcement	0	0.00%
Fish and Wildlife	285	31.25%
Forestry	259	28.40%
Lands and Minerals	43	4.71%
Operations Services Division	23	2.52%
Parks and Trails	51	5.59%
2016 Total:	**912**	**100.00%**

SELECT division, count (distinct(username)) AS "num_users"
from days_by_username_365
where division <> '' AND days_of_use > 19
group by division
order by num_users desc;

FY2017 Notes:

*Calculated from arcmap_starts where user days of use > **19** in the past 365 days from 3/23/2017*
*OSD = OSD + MRG + OMB + RGO. Does **not** include MNIT or MIS*
EWR = EWR + ECO + WAT

Notes: ArcGIS named user counts are logged in a DNR database,

MINNESOTA IT SERVICES

Appendix B.2 – FY2019

I. Data Used to Develop Indexed Assessments

Summary of MNIT Common Indexes

Business Unit	Percentage of Network Accounts A	PC Fleet Percentage B	GIS Support Rating C	Financial Services Support Rating D	Consolidated Index E	App Enterprise Activity Rating F
Ecological and Water Resources	19.50%	21.28%	26.92%	9.02%	15.67%	26.74%
Enforcement	8.49%	8.28%	3.33%	2.83%	6.63%	5.87%
Fish and Wildlife	21.33%	27.19%	28.00%	15.29%	28.56%	22.83%
Forestry	25.01%	19.54%	26.65%	35.20%	17.50%	22.39%
Lands and Minerals	3.49%	3.33%	6.83%	13.52%	4.88%	9.13%
Parks and Trails	20.90%	19.07%	8.27%	22.39%	25.92%	13.04%
Leadership	1.05%	1.09%		1.65%	0.84%	
General Counsel	0.12%	0.16%		0.00%		
School Trust Lands	0.12%	0.06%		0.09%		
Totals	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**

A. Percentage of Networks Accounts

Divisions	# Network Accounts	% of Network Accounts
Ecological and Water Resources	503	19.50%
Enforcement	219	8.49%
Fish and Wildlife	550	21.33%
Forestry	645	25.01%
Lands and Minerals	90	3.49%
Parks and Trails	539	20.90%
Leadership	27	1.05%
General Counsel	3	0.12%
School Trust Lands	3	0.12%
Total:	**2,579**	**100.00%**

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C. GIS Support Rating

FY 2018 DNR Divisions	Base	No. of Users	Activity Rating	Composite (without OSD)
Weights	20%		80%	100%
Ecological and Water Resources	16.67%	263	29.48%	26.92%
Enforcement	16.67%	0	0.00%	3.33%
Fish and Wildlife	16.67%	275	30.83%	28.00%
Forestry	16.67%	260	29.15%	26.65%
Lands and Minerals	16.67%	39	4.37%	6.83%
Parks and Trails	16.67%	55	6.17%	8.27%
2018 Total:	**100.00%**	**892**	**100.00%**	**100.00%**

SELECT division, count (distinct(username)) AS "num_users"
from days_by_username_365
where division <> '' AND days_of_use > 19
group by division
order by num_users desc;

FY2018 Notes:

Calculated from arcmap_starts where user days of use > 19 in the past 365 days from 3/29/2018
OSD = OSD + MRG + OMB + RGO. Does not include MNIT or MIS
EWR = EWR + ECO + WAT

Notes: ArcGIS named user counts are logged in a DNR database.

D. Financial Services Worksheet (basis for Financial Services Support Rating index)

	Total Revenue Processed	Total Revenue Transactions	Total Receipts	Total Invoices	Total Invoice Distribution Lines	Composite (without OSD)
Weights	20%	5%	25%	45%	5%	100%
Ecological & Water Resources	8.24%	2.71%	12.54%	8.82%	2.55%	9.01500%
Enforcement	2.81%	0.72%	3.31%	2.97%	1.43%	2.83%
Fish and Wildlife	41.16%	9.25%	13.66%	6.58%	4.43%	15.29%
Forestry	12.91%	8.48%	12.83%	55.64%	78.96%	35.20%
Lands and Minerals	11.32%	2.79%	3.41%	21.56%	11.15%	13.52%
Parks and Trails	21.10%	75.95%	53.74%	1.97%	0.99%	22.39%
Leadership	2.29%	0.08%	0.49%	2.32%	0.45%	1.65%
General Counsel	0.00%	0.00%	0.00%	0.01%	0.00%	0.00%
School Trust Lands	0.16%	0.00%	0.02%	0.12%	0.02%	0.09%
TOTAL	**100%**	**100%**	**100%**	**100%**	**100%**	**100%**

MINNESOTA IT SERVICES

E. Consolidated Index

Program	Fiscal Index	HR Index	Consolidated Index
20 Eco & Water Res	15.06%	16.28%	15.67%
70 Enforcement	5.37%	7.89%	6.63%
60 Fish & Wildlife	32.78%	24.33%	28.56%
30 Forestry	13.05%	21.94%	17.50%
10 Lands & Minerals	6.66%	3.10%	4.88%
40 Parks & Trails	25.98%	25.86%	25.92%
80 Operations Leadership	1.09%	0.59%	0.84%
Grand Total	**100.00%**	**100.00%**	**100.00%**

F. App Enterprise Activity Rating

Divisions	# Applications	Enterprise App Activity Rating
Ecological and Water Resources	123	26.74%
Enforcement	27	5.87%
Fish and Wildlife	105	22.83%
Forestry	103	22.39%
Lands and Minerals	42	9.13%
Parks and Trails	60	13.04%
Total:	460	100.00%

Appendix C.1

Detailed Business Unit Funding Allocations by Service Categories (FY 18) – includes approved initiative funding of $120,000 in the Hosting Services category

Service Category	End User Services	Hosting Services	Application Services	Security	Service Desk	Leader-ship	GIS	Financial Systems Support	Web	**Base Unit Totals**
Business Unit										
Ecological and Water Resources	$119,479	$109,172	$154,783	$20,946	$268,621	$35,846	$247,268	$36,189	$76,947	**$1,069,252**
Enforcement	$54,896	$36,000	$35,379	$8,343	$143,300	$14,277	$31,798	$11,493	$30,648	**$366,135**
Forestry	$122,956	$107,644	$147,413	$22,357	$291,359	$38,261	$276,456	$144,636	$82,132	**$1,233,213**
Fish and Wildlife	$152,019	$116,360	$140,042	$37,980	$458,454	$64,997	$254,136	$61,624	$139,524	**$1,425,137**
Lands and Minerals	$23,101	$32,614	$58,965	$6,116	$59,752	$10,466	$68,712	$58,781	$22,467	**$340,974**
Parks and Trails	$138,109	$89,763	$86,974	$34,766	$306,694	$59,495	$75,579	$88,656	$127,715	**$1,007,751**
Operations Services	$0	$0	$0	$0	$0	$0	$0	$0	$0	**$0**
Combined leadership	$6,458	$2,586	$0	$1,487	$19,036	$2,544	$0	$6,322	$5,462	**$43,895**
TOTALs	$617,018	$494,138	$623,556	$131,995	$1,547,217	$225,886	$953,949	$407,702	$484,896	**$5,486,357**
Index Used	*Number of Network Accounts*	*Consolidated Network/App Enterprise Rating*	*App Enterprise Activity Rating*	*Consolidated Index*	*Number of PCs*	*Consoli-dated Index*	*GIS Support Rating*	*WIRES Support Rating*	*Consolidated Index*	

Note on Land Records System support special assessment: Division of Lands and Minerals will be billed $133,000 in second half fiscal year billing for agreed upon services in addition to the fees detailed above.

Appendix C.2

Detailed Business Unit Funding Allocations by Service Categories (FY 19)

Note on Land Records System support special assessment: Division of Lands and Minerals will be billed $133,000 in second half fiscal year billing for agreed upon services in addition to the fees detailed above.

Service Category	End User Services	Hosting Services	Application Services	Security	Service Desk	Leadership	GIS	Financial Systems Support	Web	FY19 MNIT Common Billing
Business Unit										
Ecological and Water Resources	$121,062.96	$88,758.64	$178,956.93	$22,394.94	$345,037.02	$37,943.16	$272,219.78	$38,122.17	$112,941.27	**$1,217,436.88**
Enforcement	$52,709.32	$27,565.00	$39,283.23	$9,479.02	$134,253.13	$16,060.05	$33,706.28	$11,982.16	$47,804.21	**$372,842.40**
Fish and Wildlife	$132,375.01	$84,745.87	$152,768.11	$40,819.82	$440,862.62	$69,159.94	$283,102.53	$64,666.02	$205,860.86	**$1,474,360.78**
Forestry	$155,239.78	$90,981.66	$149,858.24	$25,010.09	$316,824.41	$42,373.94	$269,499.10	$148,849.83	$126,129.87	**$1,324,766.91**
Lands and Minerals	$21,661.36	$24,223.18	$61,107.24	$6,978.80	$53,993.11	$11,823.99	$69,075.20	$57,153.65	$35,195.19	**$341,211.72**
Parks and Trails	$129,727.51	$65,150.43	$87,296.06	$37,050.87	$309,203.76	$62,774.31	$83,585.53	$94,675.33	$186,853.44	**$1,056,317.23**
Operations Services	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**
Leadership	$6,498.41	$2,009.46	$0.00	$1,205.48	$17,673.42	$2,042.41	$0.00	$6,981.66	$6,079.42	**$42,490.26**
General Counsel	$722.05	$223.27	$0.00	$0.00	$2,594.26	$0.00	$0.00	$19.03	$0.00	**$3,558.61**
School Trust Lands	$722.05	$223.27	$0.00	$0.00	$972.85	$0.00	$0.00	$389.04	$0.00	**$2,307.21**
TOTALs	**$620,718.45**	**$383,880.79**	**$669,269.81**	**$142,939.02**	**$1,621,414.57**	**$242,177.81**	**$1,011,188.42**	**$422,838.88**	**$720,864.26**	**$5,835,292.00**
Index Used	A	50% A + 50% F	F	E	B	E	C	D	E	
	Percentage of Network Accounts	% of Network Accts & App Enterprise Rating	App Enterprise Activity Rating	Consolidated Index	PC Fleet Percentage	Consolidated Index	GIS Support Rating	Financial Services Support Rating	Consolidated Index	

Appendix D.1 – Labor Rates (FY18)

I. MNIT Services @DNR Classroom Training Rates

All classes will be prices at $300 per day per person (half day classes at $150). A (hypothetical) two-day class would be priced at $600.

II. MNIT Services @DNR Professional Services Rates

IT Classification	Hourly Rate
Systems Analysis Unit Supervisor/ITS 5	$107.00
ITS4	$95.00
ITS3	$84.00
ITS2	$74.00
Student Worker	$41.00

NOTE: Labor Rates are provided here for information purposes only. Formal review and approval of professional services rates is the responsibility of the Assistant Commissioner for Administr

Appendix D.2 - Labor Rates (FY19)

I. MNIT Services @DNR Classroom Training Rates

All classes will be prices at $300 per day per person (half day classes at $150). A (hypothetical) two-day class would be priced at $600.

II. MNIT Services @DNR Professional Services Rates

IT Classification	Hourly Rate
Systems Analysis Unit Supervisor/ITS 5	$110.00
ITS4	$98.00
ITS3	$85.00
ITS2	$76.00
Student Worker	$42.00

NOTE: Labor Rates are provided here for information purposes only. Formal review and approval of professional services rates is the responsibility of the Assistant Commissioner for Administration, and handled through a separate process.

Appendix E

Disaster Recovery Objectives

A formal "disaster," as it relates to DNR information systems services is one where the MNIT Enterprise Data Center 4 (EDC4) center or essential equipment located within is rendered inoperable. Disaster scenarios include incidences associated with fire, water damage, environmental control systems (HVAC) failure, tornado, aircraft collisions, terrorist attack, chemical exposure, or any other event that would impact DNR computing assets to an extent where it is practically non-recoverable at the existing site.

The DNR Continuity of Operations Plan (COOP, 2004, 2014, 2016) defines procedures and objectives for recovering from a disaster of this type. The COOP is a "not public" document and as such is not available for distribution. A summary of COOP results is included here since "disaster recovery capability" is a service. Investment in disaster recovery planning and provisioning results in improved response times, and less data loss in the event of a disaster.

The DNR COOP information systems strategy involves establishing a temporary data center at an alternate location. This data storage site is populated with current data daily. As such, the Recovery Point Objective (RPO) from the time of the incident is expected to be one day. The site is permanently provisioned at approximately eight percent of the DNR Data Center's computing capacity. Therefore, additional compute capacity will need to be procured in the event of an actual incident. The order in which resources will be restored follows the DNR Business Continuity Plan (2015). All systems are expected to be off-line for a minimum of three days as the recovery team is deployed and the temporary data center placed into service. Infrastructure elements will be restored first, followed by applications and systems with a public safety impact (tier 1 resources). These will be followed by tier 2 and tier 3 resources. Tier 1 resource recovery should be within three days. Tier 2 resources are expected to be recovered within one week, and tier three resources within two weeks. Not all systems will be available for recovery. Older systems tied to legacy physical, dedicated hardware may not be recoverable.

In general, the temporary data center can be expected to be less capable than a primary data center, exhibiting lesser performance (particularly in data transfer rates and processing speeds). Studies have shown that typically 20 percent of data and/or server resources prove to be non-recoverable in the event of an actual disaster.

Should DNR infrastructure resources be subject to an incident of this type, it is possible that recovery will be staged at a different MNIT enterprise data center location. This would depend on the circumstances of the incident. A large scale disruption affecting enterprise network services could result in significant delays in initiation of the recovery process.

In the event of a disaster, technical and GIS support staff would be available to help individual customers as needed. All operations staff, including system administrators, web support, database support, and application developers would be generally unavailable during the recovery phase.

Appendix F
Board Approved Initiatives

Agency: Department of Natural Resources
Division: MNIT @DNR
Change Item: IT Server Administration FY18-19

Preliminary Budget Option

Fiscal Impact ($000s)	FY 2018	FY 2019	FY 2020	FY 2021
General Fund				
Expenditures	0	0	0	0
Revenues	0	0	0	0
Other Fund				
Expenditures	120	120	120	120
Revenues	120	120	120	120
Net Fiscal Impact	0	0	0	0

Recommendation

Staff recommend that the Shared Services Board authorize conversion of existing temporary base level funding to permanent status in support of IT server administration activities.

(It should be noted that funding for a second position is required to fully maintain services, and that rate increases in the CEF program are being proposed to augment operational budgets to handle that expense).

Background

The Shared Services Board has continuously approved funding for earlier editions of this initiative for the past four years (beginning in FY14). At that time, there was much uncertainty about the direction of state IT consolidation and it was considered prudent to provide funding in two year increments rather than making it part of the permanent base. Dramatic changes in MNIT services delivery do not seem imminent and we are requesting to make these increases permanent.

Compute servers are the bricks and mortar of all DNR IT business operations: databases, software applications, web services, GIS resources, security protections, shared file access, and many other functions. Every time a computer user does anything while attached to a network, they are interacting with at least one and sometimes several servers.

The number of servers being administered within the DNR data center has doubled in the past 5 years. Over the same time period, the total volume of managed storage has tripled. Growth in server counts has been fueled by increased demand for services from DNR business customers in terms of both business application deployments and increased capabilities (e.g. disaster recovery systems and field site storage). Each server requires administrative support to protect DNR's information assets from security threats. Server "hygiene" is a principal strategy within the IT industry for mitigating cybersecurity risk, and is a primary job of the server administrator.

This initiative allows staff to hold their ground on system maintenance and information security but not improve our position. Additional workload increases are anticipated that will continue to strain resources, even if current funding bases are solidified.

An approximate cost allocation by division customer includes:

Division	*Cost*
Ecological and Water Resources	$26,952
Enforcement	$8,338
Forestry	$25,623
Fish and Wildlife	$27,449
Lands and Minerals	$8,913
Parks and Trails	$22,097
Operations Services	$0
Regional Administration	$242
Commissioner's Office	$386
TOTAL	$120,000

This breakout uses the DNR IT hosting services index, which is split 50-50 between network account totals, and business application impact indexes. In effect, cost is driven by the size and complexity of division business application portfolios, and the size of their permanent professional workforce as expressed in number of network accounts.

Relationship to Base Budget

The initiative would have no impact on the budget base that division customers have paid over the past four years.

Key Goals and Measures

Patching and updating of server resources would be maintained at current levels. Server provisioning turn-around maintained at current levels.

Alternatives Considered

- Cut service levels in other shared services areas (probably two FTEs)
- Fund a project to convert DNR server resources to a commercial cloud-based environment
- Restructure this budget area to create a true direct cost model for provisioning division business applications.
- Create an additional overhead charge in hourly rates for development and "embedded" staff to generate revenues for meeting the need.

Statutory Change:

Not Applicable

MINNESOTA IT SERVICES

Signature Page

Under Minnesota Statutes section 16E, the Office of MN.IT Services (dba Minnesota IT Services/MNIT) provides Information Technology services to the Agency. The Agency use of these services constitutes an acceptance of this Service Level Agreement.

The MNIT Service Level Agreement is reviewed and recognized by:

Department of Natural Resources

Tom Landwehr

Commissioner
Department of Natural Resources

Jan. 3, 2019

Date of Signature

The Office of MN.IT Services

Johanna Clyborne

State Chief Information Officer and
Commissioner of the Office of MN.IT Services

January 4, 2019

Date of Signature

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

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

1.2 ***Expiration date***: June 30th, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

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

The parties mutually agree on the following:

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

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

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

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

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

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

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

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

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

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

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

3 Consideration and Payment

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

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

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

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

4 Conditions of Payment

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

5 Authorized Representative

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

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

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

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

6 Amendments

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

7 Liability

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

8 Termination

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

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

Signed: Jody M. Wagner

Date: April 1st, 2018

SWIFT Contract No. 137954 PO No. 130727

2. Department of Public Safety, State Fire Marshall

By: _____
(With delegated authority)

Title: CHIEF DEPUTY

Date: 4.13.2018

3. Department of Natural Resources

By: _____
(With delegated authority)

Title: Deputy Director

Date: 5-1-18

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

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

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

Agreement

1 Term of Agreement

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

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

2 Scope of Work

2.1 DPS DUTIES

DPS shall:

2.1.1 Operate and maintain a radio communications broadcast system for the primary purpose of providing dispatching services. Such radio communications broadcast system shall be made available and accessible by the DPS to law enforcement personnel of the Enforcement Division of the DNR.

2.1.2 DPS shall provide radio communications dispatching services for the law enforcement personnel of the Enforcement Division of the DNR as per mutual agreement of contract protocols. DPS shall implement contract protocols as agreed to consistently in all dispatch locations.

2.1.3 The law enforcement personnel of the Enforcement Division of the DNR and the law enforcement personnel of the DPS shall have joint use and right to all of the dispatching services provided.

2.1.4 DPS shall provide dispatch service to the Turn In Poachers anonymous report line for DNR Enforcement during periods when DNR personnel are unavailable or not scheduled, including but not limited to non-business hours, holidays and weekends.

2.2 DNR'S DUTIES

DNR shall:

2.2.1 Provide, operate and maintain mobile voice radio communications equipment in compliance with DPS requirements.

2.2.2 Provide any and all subscriber equipment necessary for DNR's law enforcement personnel to use the data radio communications system.

2.2.3 Provide all software licensing and related software maintenance for DNR's users.

2.2.4 Make payment separate from this agreement for any additional services or costs incurred to provide access to systems, which are not part of the DPS's voice radio communications broadcast system, and are deemed necessary or requested by the DNR, including but not limited to per device fees for user access to CJIS.

2.2.5 Make payment separate from this agreement for any additional services or costs incurred to provide access to DPS's data information network systems, deemed necessary or requested by the DNR, including but not limited to user software licensing, software development, operations and/or maintenance, technical assistance and hardware. If the DNR requests additional functionality, products or other changes to support their needs, then DPS will assess the feasibility of implementing the request including providing itemized estimates of development, software, support, etc. Both parties must agree to the changes prior to any work

being done.

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

3 Consideration and Payment

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

3.1.1 For radio communications dispatch services at a flat rate of $249,500.00 for state fiscal year 2016 (July 1, 2015 through June 30, 2016) and $249,500.00 for state fiscal year 2017 (July 1, 2016 through June 30, 2017).

3.1.2 For CAD connectivity, an annual fee of $67,680.00 for state fiscal year 2016 and $67,680.00 for state fiscal year 2017. The fee of $67,680.00 is for CAD connectivity of one hundred and eighty-eight (188) mobile data computers at $360 each per fiscal year.

3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and Mobile Data Computers to the DPS data network that are not covered under the flat rate referenced in 3.1.1 will be charged at the straight time rate of $63.90 per hour and at the overtime rate of $95.85 when requested and approved by the DNR not to exceed $15,400.00 annually.

3.1.4 An annual fee of $3,300.00 will be paid for having over forty (40) mobile data computers on the system.

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

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

4 Conditions of Payment

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

5 Authorized Representative

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

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

6 Amendments

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

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

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

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

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

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

1. DNR ENCUMBRANCE VERIFICATION

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

Signed: Brendan Medd

Date: 6/25/15

2. MN DEPARTMENT OF PUBLIC SAFETY

By: _____
(With delegated authority)

Title: Chief

Date: 4/30/15

3. MINNESOTA DEPARTMENT OF NATURAL RESOURCES – ENFORCEMENT DIVISION

By: K E Soma
(with delegated authority)

Title: Director of Enforcement

Date: 6/25/15

Interagency Agreement
Amendment #1
State of Minnesota
DPS Contract Number: 88308
DNR Contract Number: 95255

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

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

Recitals

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

Agreement Amendment

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

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

1 Term of Agreement

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

1.2 Expiration Date. ~~June 30, 2017~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled.

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

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

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

3 Consideration and Payment

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

3.1.1 For radio communications dispatch services at a flat rate of $249,500.00 for state fiscal year 2016 (July 1, 2015 through June 30, 2016), and $249,500.00 for state fiscal year 2017 (July 1, 2016 through June 30, 2017), and at a flat rate of $261,975.00 for state fiscal year 2018 (July 1, 2017 through June 30, 2018), and $261,975.00 for state fiscal year 2019 (July 1, 2018 through June 30, 2019).

3.1.2 For CAD connectivity, ~~an~~ annual fees of $67,680.00 for state fiscal year 2016, ~~and~~ $67,680.00 for state fiscal year 2017, $67,680.00 for state fiscal year 2018, and $67,680.00 for state fiscal year 2019. The fee of $67,680.00 is for CAD connectivity of one hundred and eighty-eight (188) mobile data computers at $360 each per fiscal year.

3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and Mobile Data Computers to the DPS data network that are not covered under the flat rate referenced in 3.1.1 will be charged. During state fiscal year 2016 and state fiscal year 2017, a ~~at the~~ straight time rate of $63.90 per hour and at the overtime rate of $95.85 when requested and approved by the DNR not to exceed $15,400.00 annually. During state fiscal year 2018 and state fiscal year 2019, a straight time rate of $67.10 per hour and an overtime rate of $100.64 per hour when requested and approved by the DNR not to exceed $16,170.00 annually.

3.1.4 An annual fee of $3,300.00 will be paid for having over forty (40) mobile data computers on the system.

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

The total obligation of DNR for all compensation and reimbursements to DPS under sub-section 3.1.1 through 3.1.4 of this Agreement will not exceed $335,880.00 for Fiscal Year 2016, and $335,880.00 for Fiscal Year 2017, $349,125.00 for Fiscal Year 2018 and $349,125.00 for Fiscal Year 2019 for a total of ~~$671,760.00~~ $1,370,010.00 under this agreement.

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

~~**9 Extension Option**~~

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

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

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

Signed: [signature]

Date: 6/21/17

SWIT PO No.: 3000078050

3419 8/15/18 [signature] 3-139614

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

Signed: [signature]
(with delegated authority)

Title: CAPTAIN

Date: 6-23-17

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

Signed: [signature]
(with delegated authority)

Title: Director

Date: 6/23/17

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

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

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

1.1 ***Effective date***: November 10, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

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

2 Scope of Work

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

3 Consideration and Payment

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

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

4 Conditions of Payment

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

5 Authorized Representative

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

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

6 Amendments

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

7 Change Orders

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

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

8 Liability

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

9 Termination

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

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: 9/7/17

2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Assistant Director, Div of Lands and Minerals

Date: 11.9.17

3. MINNESOTA POLLUTION CONTROL AGENCY

By: _____
(with delegated authority)

Title: Assistant Division Director

Date: 11-9-17

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

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

Attachment A
Scope of Work

Construction and Design Survey

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

Property Boundary Survey

County Records Review

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

Surveying and Monument Installation

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

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

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

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

Geospatial Data

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

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

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

Site Feature Survey

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

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

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

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

Attachment B
Workplan

SWIFT CONTRACT No.: 131540

_____ Landfill Survey Workplan
_____, 20__

PROJECT DESCRIPTION

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

PROJECT SCOPE

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

Detailed Budget:

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

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

Detailed Budget:

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

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

Detailed Budget:

Task 4 – Property Boundary Survey Field Work

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

Detailed Budget:

Task 5 – Site Features

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

Detailed Budget:

Task 6 – Geospatial and other Survey Data

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

Detailed Budget:

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

Detailed Budget:

DELIVERABLES

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

SCHEDULE

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

PROPOSED PROJECT TEAM

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

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

MDNR's Project Contact

Total of Detailed Budget to be invoiced:

WORKPLAN ATTACHMENTS

ATTACHMENT C
Example Budget for FY 18

SWIFT Contract No.: 131540

MPCA-DNR Land Survey Agreement

Project Name:_____

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

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

MINNESOTA POLLUTION CONTROL AGENCY

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

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

2 Scope of Work

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

3 Consideration and Payment

The sum of **$300,000.00 (Three Hundred Thousand Dollars and Zero Cents)** will be transferred to MPCA to allotment FY19 2001 R3210000 R32H108 512605.

4 Conditions of Payment

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

5 Authorized Representative

MPCA's Authorized Representative is **Jim Robin**, MPCA, 520 Lafayette Road North, St. Paul, MN 55155, jim.robin@state.mn.us, 651-757-2739, or his successor.

MDNR's Authorized Representative is **Irina Woldeab**, MDNR, 500 Lafayette Road, St. Paul, MN

55155, irina.woldeab@state.mn.us, 651-259-5380, or her successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

By: _____

Title: N/A

Date: _____

2. MINNESOTA POLLUTION CONTROL AGENCY

By: _____
(With delegated authority)

Title: Asst Division Director

Date: 6-28-18

3. MINNESOTA DEPARTMENT OF NATURAL RESOURCE

By: _____
(With delegated authority)

Title: Director Lands and Minerals

Date: 6-27-18

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

1.1 ***Effective date:*** June 4, 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, 2016, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The transfer of funds from the MN DNR to BWSR shall be to support the implementation of several landscape stewardship projects such as the Tullibee Lakes Stewardship Project. BWSR will use the funds to take a lead role in coordination of efforts being conducted by several agencies and projects designed to create similar outcomes of improving water quality.

MN DNR is using these funds as a match towards a federal USFS grant *"Managing Forests for Water's Sake in the Upper Mississippi Basin: Integrating PFM Redesign, Strategic Land Asset Management Analyses and Landscape Stewardship"*.

A final accomplishment report including acres protected from threats, enhanced public benefits gained, and forest stewardship plans written in the project areas is required. Number of Landscape Stewardship plans completed is required annually.

3 Consideration and Payment

MN DNR will pay BWSR up to $75,000.00 upon the submittal of an invoice.

The total obligation of MN DNR for all compensation and reimbursements to BWSR under this agreement will not exceed $75,000.00.

4 Conditions of Payment

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

5 Authorized Representative

MN DNR's Authorized Representative is Gary Michael, Cooperative Forest Management Supervisor, 500 Lafayette Road, St. Paul, MN 55155 651/259-5262, or his/her successor.

BWSR's Authorized Representative is Doug Thomas, Assistant Director, 520 Lafayette Road, St. Paul, MN 55155 651/215-6338, or his/her successor.

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

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

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

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

Signed: Deanna Weidell

Date: 06.04.2015

SWIFT Contract/PO Number: 94134; PO#3-76490

2. Minnesota Board of Water and Soil Resources

By: _____
(With delegated authority)

Title: Admin Serv Dir

Date: June 8, 2015

3. Minnesota Department of Natural Resources

By: _____
(with delegated authority)

Title: Deputy Director

Date: 6-9-2014

Amendment #1 for Interagency Agreement #94134

Contract Start Date:	06/09/2015	Total Contract Amount:	$75,000.00
Original Contract Expiration Date:	06/30/2016	Original Contract:	$75,000.00
Current Contract Expiration Date:	06/30/2016	Previous Amendment(s) Total:	$ N/A
Requested Contract Expiration Date:	06/30/2018	This Amendment:	$ N/A

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources, Division of Forestry ("State") and the Minnesota Board of Water and Soil Resources (BWSR), 520 Lafayette Road, St. Paul, MN 55155, ("Grantee").

Recitals

1. The State has an interagency agreement with the Contractor identified as SWIFT Contract Number 94134 ("Original Contract") to support the implementation of landscape stewardship projects.
2. This agreement is being amended to extend the expiration date because the work is ongoing for three years.
3. The State and the Contractor are willing to amend the Original Grant Contract as stated below.

Grant Contract Amendment

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

REVISION 1. Clause 1.2 **"Expiration date"** is amended as follows:

1.2 ***Expiration date:*** ~~June 30, 2016,~~ June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Deanjma Weidell

Date: 04.20.2016

SWIFT Contract No. 94134: PO#3-76490

2. CONTRACTOR

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

By: Wm Eisela

Title: Admin Serv Dir

Date: May 3, 2016

By:

Title:

Date:

3. STATE AGENCY

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

By: [signature]

(with delegated authority)

Title: Deputy Director

Date: 5-5-2016

Amendment #2 for Interagency Agreement #94134

Contract Start Date:	06/09/2015	Total Contract Amount:	$225,000.00
Original Contract Expiration Date:	06/30/2016	Original Contract:	$ 75,000.00
Current Contract Expiration Date:	06/30/2018	Previous Amendment(s) Total:	$ N/A
Requested Contract Expiration Date:	08/31/2018	This Amendment:	$150,000.00

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources, Division of Forestry ("State") and the Minnesota Board of Water and Soil Resources, 520 Lafayette Road, St. Paul, MN 55155 ("Contractor").

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 94134 ("Original Contract") to support the implementation of landscape stewardship projects.

2. This agreement is being amended to extend the expiration date because the work will need to go past the current expiration date. The agreement is also being amended to pass through the federal competitive grant funds received for the project(s). During the time of the original agreement, both parties knew the federal funding was coming, however, MNDNR had not officially received the grant from the U.S. Forest Service.

3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 1.2 **"Term of Contract"** is amended as follows:

1.2 ***Expiration date*:** ~~June 30, 2018~~, August 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

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

MN DNR will pay BWSR up to $75,000 upon the submittal of an invoice. MN DNR will pay BWSR an additional $150,000.00 according to the following schedule: BWSR can invoice MN DNR up to $25,000.00 immediately following the completion of this amendment. Future invoices can be submitted according to the schedule listed below assuming expenses are incurred:

July 1, 2017	$25,000.00
October 1, 2017	$25,000.00
February 1, 2018	$25,000.00
May 1, 2018	$25,000.00
August 30, 2018	$25,000.00

The total obligation of MN DNR for all compensation and reimbursements to BWSR under this agreement will not exceed ~~$75,000.00~~ $225,000.00.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Deonyma Weidell

Date: 04.21.17

SWIFT Contract No. 94134; PO#3-112046

2. Minnesota Board of Water and Soil Resources

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

By: Wm Ekale

Title: Admin Serv Dir

Date: April 25, 2017

By: _____

Title: _____

Date: _____

3. Minnesota Department of Natural Resources

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

By: _____
(with delegated authority)

Title: Deputy Director

Date: 4-26-17

Contract Start Date:	06/09/2015	Total Contract Amount:	$275,000.00
Original Contract Expiration Date:	06/30/2016	Original Contract:	$75,000.00
Current Contract Expiration Date:	08/31/2018	Previous Amendment(s) Total:	$150,000.00
Requested Contract Expiration Date:	3/1/2019	This Amendment:	$50,000.00

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources, 500 Lafayette Rd., St. Paul, MN 55155 ("State") and the Minnesota Board of Soil and Water Resources, 520 Lafayette Rd., St. Paul, MN 55155 ("Contractor").

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 94134 ("Original Contract") to support the implementation of landscape stewardship projects.

2. The agreement is being amended to extend the expiration date to allow extra time to complete the project.

3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 1.2 **"Expiration Date"** is amended as follows:

1.2 ***Expiration date:*** ~~August 31, 2018~~ March 1, 2019 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. **"Scope of Work"** is amended to add:

Promotion, coordination, and oversight of completing the Riparian, Adjacency, and Quality Analysis (RAQ) in forested major watersheds (HUC8 watersheds) for use in local and comprehensive water planning and implementation efforts of clientele and partners.

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

MN DNR will pay BWSR according to the following schedule provided all services under this agreement are performed to the MN DNR's satisfaction, at the sole discretion of the MN DNR's Authorized Representative.

December 1, 2018	$25,000.00
February 28, 2019	$25,000.00

Total obligation of MN DNR for all compensation and reimbursements to BWSR under this agreement will not exceed ~~$225,000.00~~ $275,000.00.

The original contract and any previous amendments are incorporated into this amendment by reference.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Jody M. Wagner

Date: August 31, 2018

SWIFT Contract No. 94134 PO No. 112046

2. BOARD OF WATER AND SOIL RESOURCES

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

By:

Title: Chief Financial Officer

Date: 09-05-18

By:

Title: Assistant Director

Date: 9-5-2018

3. DEPARTMENT OF NATURAL RESOURCES

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

By:

(with delegated authority)

Title: Deputy Director

Date: 9-6-18

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

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

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

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

2 Scope of Work

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

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

RIM Easement Acquisition

Contract Management:

- Prepare grant agreements and amendments

Training and Communications:

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

Reimbursement:

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

Fiscal and Close-out

- Encumber funds
- Financial reporting/reconciliation
- Grant monitoring

3 Considerations and Payment

- DNR to transfer $750,000 to BWSR.

4 Conditions of Payment

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

5 Authorized Representative

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

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

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

6 Amendments

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

7 Liability

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

8 Termination

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

DEPARTMENT OF NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Chief Financial Officer

Date: 10/22/18

BOARD OF WATER AND SOIL RESOURCES

By: _____
(With delegated authority)

Title: Assistant Director

Date: 10/12/18

149235
10/18/18
Kim M.

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

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

1.2 ***Expiration date:*** *June 30, 2020*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

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

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

Contract Management:

- Prepare grant agreements and amendments

Training and Communications:

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

Reimbursement:

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

Fiscal and Close-out

- Encumber funds
- Financial reporting/reconciliation
- Grant monitoring

3 Considerations and Payment

- BWSR to transfer $600,000 to DNR.

4 Conditions of Payment

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

5 Authorized Representative

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

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

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

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

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

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

DEPARTMENT OF NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Chief Financial Officer

Date: 10/22/18

BOARD OF WATER AND SOIL RESOURCES

By: _____
(With delegated authority)

Title: Assistant Director

Date: 10/12/18

contract 149476-Alexandria Lakes
10/24/18 KM

#149235
10/18/18
Kim M.

Mn/DOT Contract No: **01585**

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

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

Estimated Amount Receivable
$187,797.99

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

Recitals

1. Mn/DOT will perform grading, bituminous and concrete surfacing, retaining walls signals, TMS, signing lighting, ADA improvements and bridges No.'s 62608, 62609, 62610, 62856, 62918, 62919, 62920, 62921, 62924, 62925, 62926 construction and other associated construction upon, along and adjacent to Trunk Highway No. 35E from 580' south of University Avenue to 760' north of Maryland Avenue according to Mn/DOT-prepared plans, specifications and special provisions designated by Mn/DOT as State Project No. 6280-308 (T.H. 35E=390)("Project"); and
2. The Mn/DNR has requested Mn/DOT include in its Project the extension of the Gateway Trail south of Cayuga Street construction; and
3. The Mn/DNR wishes to participate in the costs of the extension of the Gateway Trail south of Cayuga Street construction and associated construction engineering; and
4. A separate agreement between Mn/DOT and City of St. Paul, Agreement No. 01637, Ramsey County, Agreement No. 01607, Metropolitan Airports Commission, Agreement No. 01846 and Met Council, Agreement No. 01542 and will address other agreements that are associated with this Project and cover such things as detours, design, const. eng., signal and lighting and maintenance; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

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

1.1. ***Effective date.*** This Agreement will be effective on the date Mn/DOT obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. ***Survival of terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by Mn/DNR; 8. Liability; Worker

Exhibit C

Compensation Claims; 10. Mn/DOT Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

1.4. ***Plans, Specifications, Special Provisions.*** Plans, specifications and special provisions designated by Mn/DOT as State Project No. 6280-308 (T.H. 35E=390) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")

1.5. ***Exhibits.*** Preliminary Schedule "I" is on file in the office of the Mn/DNR Administrator and incorporated into this Agreement by reference.

2. Construction by Mn/DOT

2.1. ***Contract Award.*** Mn/DOT will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

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

A. ***Supervision and Inspection by Mn/DOT.*** Mn/DOT will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

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

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

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

B. Mn/DNR may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with Mn/DOT. If Mn/DOT determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, Mn/DOT will cause the additional work or plan changes to be made.

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

2.5. ***Permits***

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

3. Maintenance by the Mn/DNR.

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

Exhibit C

3.1. ***Bikeways/Multi-use Trails.*** Upon completion of the multi-use Gateway Trail within the T.H. right-of-way and on Mn/DOT bridges construction to be performed under the construction contract, the DNR shall provide for the proper maintenance of the multi-use Gateway Trail and all of the facilities a part thereof, in accordance with the future Limited Use Permit without cost or expense the Mn/DOT. The DNR agrees to execute the Limited Use Permit within one year of executing this Agreement.

3.2. ***Future Responsibilities.*** Upon completion of the Gateway Trail construction, the Mn/DNR will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of Gateway Trail and all of the facilities constructed as part of this Agreement, without cost or expense to the Mn/DOT.

4. Basis of Mn/DNR Cost

4.1. ***SCHEDULE "I".*** The Preliminary SCHEDULE "I" includes all anticipated Mn/DNR participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

4.2. ***Mn/DNR Participation Construction.*** Mn/DNR will participate in the following at the percentages indicated. The construction includes the Mn/DNR's proportionate share of item costs for mobilization and traffic control.

A. 20 Percent will be the Mn/DNR's rate of cost participation in all of the Gateway Trail bikeways and multi-use trails construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary SCHEDULE "I".

4.3. ***Construction Engineering Costs.*** The Mn/DNR will pay a construction engineering charge equal to 8 percent of the total Mn/DNR participation construction covered under this Agreement.

4.4. ***Plan Changes, Additional Construction, Etc.*** The Mn/DNR will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the Mn/DNR participation construction covered under this Agreement, including any Mn/DNR requested additional work and plan changes.

The Mn/DOT reserves the right to invoice the Mn/DNR for the cost of any additional Mn/DNR requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

5. Mn/DNR Cost and Payment by Mn/DNR

5.1. ***Mn/DNR Cost.*** $187,797.99 is the Mn/DNR's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, Mn/DOT will prepare a Revised SCHEDULE "I" based on construction contract unit prices.

5.2. ***Conditions of Payment.*** Mn/DNR will pay Mn/DOT the full and complete lump sum amount, as shown in the Revised SCHEDULE "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the Mn/DNR, including a copy of the Revised SCHEDULE "I".

B. The Mn/DNR's receipt of a written request from the Mn/DOT for the advancement of funds.

5.3. ***Final Payment, Additional Mn/DNR Requested Work***

Upon completion of all contract construction and upon computation of the final amount due Mn/DOT's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, Mn/DOT will prepare a Final SCHEDULE "I" and submit a copy to the Mn/DNR. The Final SCHEDULE "I" will be based on final quantities of any additional Mn/DNR requested participation construction items and the

Exhibit C

construction engineering cost share due to additional requested work. The computation by Mn/DOT of the amount due from the Mn/DNR will be final, binding and conclusive.

6. Authorized Representatives

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

6.1. Mn/DOT's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
Fax: (651) 366-4769
E-Mail: maryanne.kellysonnek@state.mn.us

6.2. Mn/DNR's Authorized Representative will be:

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

7. Assignment; Amendments; Waiver; Contract Complete

7.1. ***Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

7.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

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

8. Liability; Worker Compensation Claims

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

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

9. Nondiscrimination

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

10. Mn/DOT Audits

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

Exhibit C

11. Government Data Practices

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

12. Governing Law; Jurisdiction; Venue

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

13. Termination; Suspension

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

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

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

14. Force Majeure

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

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

Exhibit C

Mn/DOT Contract No: 01585

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

Signed: Laura Ochs

Date: Oct 8, 2012

SWIFT Purchase Order No. 3-28763

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

Recommended for Approval:

By: KENT SKAAR

Title: Senior Project Manager/Parks & Trails Division

Approved:

By:

Title: Deputy Director, Parks & Trails Division

Date: 10-12-12

10/11/12 CSR

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: Scott Zaun
(District Engineer)

Date: 10/17/12

Approved:

By: Ann Jabr
(State Design Engineer)

Date: 10/18/12

~~COMMISSIONER OF ADMINISTRATION~~
Mn/DOT Contract Management

By:
(With delegated authority)

Date: Oct 23, 2012

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

Exhibit C
MK-S

PRELIMINARY SCHEDULE "I"
Agreement No. 01585
Mn/DNR

S.P. 6280-308 (T.H. 35E=390) Preliminary: August 14, 2012
S.A.P. 062-633-004
S.A.P. 164-137-008
S.A.P. 164-020-122
S.A.P. 164-288-013
S.A.P. 164-267-004
Fed. Proj. HPP-HPPH-HPPS-BRIM-IM 6213 (094)

Grading, bituminous and concrete surfacing, retaining walls, signals, lighting, ADA improvements and bridges No.'s 62608, 62609, 62610, 62856, 62918, 62919, 62920, 62921, 62924, 62925 and 62926 construction to start approximately 15 December, 2012 under State Contract No. ____ with ____ located on T.H. 35E from 580' south of University Ave. to 760' north of Maryland Ave.

Mn/DNR COST PARTICIPATION	
From Sheet No. 2	187,797.99
Subtotal	$187,797.99
(1) Total City Cost	$187,797.99

(1) Amount of advance payment as described in Article 5 of the agreement (Estimated amount)

Exhibit C

Data is considered Non-public prior to project award.

(1) 20% DNR

ITEM NUMBER	S.P. 6280-308 WORK ITEM		UNIT	QUANTITY (1)	UNIT PRICE	COST
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	(1)	TON	671.00	52.52	7,048.18
2211.503	AGGREGATE BASE (CV) CLASS 5	(1)	CU YD	440.00	19.80	1,742.40
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C)	(2)	TON	336.00	53.00	3,561.60
2211.503	AGGREGATE BASE (CV) CLASS 6	(2)	CU YD	283.00	18.60	1,052.76
2521.501	4" CONCRETE WALK	(3)	SQ FT	2,950.00	3.43	2,023.70
2211.503	AGGREGATE BASE (CV) CLASS 5	(3)	CU YD	54.60	19.80	216.22
2563.601	TRAFFIC CONTROL		LS	0.002	4,000,000.00	8,000.00
2021.501	MOBILIZATION		LS	0.002	4,800,000.00	9,600.00
	BRIDGE NO. 62610	(4)	BR. TOTAL	0.036	3,906,727.00	140,642.17
					Subtotal	$173,887.03
	8% Mn/DOT CONSTRUCTION ENGINEERING		LUMP SUM			$13,910.96
					TOTAL	$187,797.99
		100% Mn/DNR	$187,797.99			

NOTES

(1) - 20% OF TRAIL COSTS BETWEEN CAYUGA STREET AND UNIVERSITY AVENUE (NOT ON BRIDGE)

(2) - 20% OF ROAD CONSTRUCTION COSTS ON L'ORIENT BETWEEN A PT 300 FT NORTH OF ARCH STREET AND UNIVERSITY AVE

(3) - 20% OF SIDEWALK RECONSTRUCTION ON L'ORIENT BETWEEN A PT 300 FT NORTH OF ARCH STREET AND UNIVERSITY AVE

(4) - 20% OF 12' TRAIL ON BRIDGE 62610 (4272 SQ FT/23350 SQ FT BRIDGE X 0.2)

Exhibit C

MnDOT Contract No: **1027122**

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

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

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

Recitals

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

Agreement

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

1.1. ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

1.2. ***Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

1.3. ***Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the DNR; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

1.4. ***Plans, Specifications, Special Provisions.*** Plans, specifications, and special provisions designated by the State as State Project No. 3417-18 and 092-090-055 (T.H. 71=141) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

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

2. Construction by the State

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

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

A. ***Supervision and Inspection by the State.*** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

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

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

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

B. The DNR may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

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

2.5. ***Permits.***

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

3. Maintenance by the DNR

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

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

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

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

4. Basis of DNR Cost

4.1. ***Schedule "I".*** The Preliminary Schedule "I" includes all anticipated DNR participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.

4.2. ***DNR Participation Construction.*** The DNR will participate in the following at the percentages indicated. The construction includes the DNR's proportionate share of item costs for mobilization, field office and traffic control. It is anticipated that Federal aid funding will be available to the DNR as defined below. The DNR may be billed for the match of their cost participation as shown on the Schedule "I". DNR costs will include an amount equal to all anticipated Federal aid funding not applied to the federally eligible DNR participation construction and associated construction engineering.

A. 100 Percent will be the DNR's rate of cost participation in all of the box culvert construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 and No. 3 of the Preliminary Schedule "I". Federal aid funds will be applied at a rate of 80 Percent. (The Federal aid funds are capped at $304,916.00, and may be modified at the time of award.)

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

4.4. ***Plan Changes, Additional Construction, Etc.*** The DNR will share in the costs of construction contract addenda, work orders, change orders, and supplemental agreements that are necessary to complete the DNR participation construction covered under this Agreement, including any DNR requested additional work and plan changes. The State reserves the right to invoice the DNR for the cost of any additional DNR requested work and plan changes, construction contract addenda, work orders, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

4.5. ***Liquidated Damages.*** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. DNR Cost and Payment by DNR

5.1. ***DNR Cost.*** **$1,408,929.20** is the DNR's estimated share of the costs of the contract construction including Federal aid, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.

5.2. ***Conditions of Payment.*** The DNR will pay the State the DNR's total estimated construction and construction engineering cost share, minus anticipated DNR Federal aid, as shown in the Revised Schedule "I", after the following conditions have been met:

A. Execution of this Agreement and transmittal to the DNR, including a copy of the Revised Schedule "I".

B. The DNR's receipt of a written request from the State for the advancement of funds.

5.3. ***Acceptance of the DNR's Cost and Completed Construction.*** The computation by the State of the amount due from the DNR will be final, binding, and conclusive. Acceptance by the State of the completed contract

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

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

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

6. Authorized Representatives

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

6.1. The State's Authorized Representative will be:

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

6.2. The DNR's Authorized Representative will be:

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

7. Assignment; Amendments; Waiver; Contract Complete

7.1. ***Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

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

7.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

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

8. Liability; Worker Compensation Claims

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

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

9. Nondiscrimination

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

10. State Audits

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

11. Government Data Practices

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

12. Governing Law; Jurisdiction; Venue

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

13. Termination; Suspension

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

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

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

14. Force Majeure

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

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MnDOT Contract No: **1027122**

DEPARTMENT OF NATURAL RESOURCES

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

By: Kent Skow / Recommended.

Title: Senior Project Manager

Date: 4/28/17

By: Phyp 6 P

Title: Deputy Director

Date: 4/28/2017

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: Jon Huseby
(District Engineer)

Date: 5/4/17

Approved:

By: Tom Sh
(State Design Engineer)

Date: 5/18/17

COMMISSIONER OF ADMINISTRATION

By: Ch Uy
(With delegated authority)

Date: 05/22/2017

50016

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

Ap'l Kone
CONTRACT # 124317
3-112353

Receivable Standard Federal Aid (Municipal Agreements)

4/27/17
encumbered

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

S.P. 3417-18 (T.H. 71 = 141) Preliminary: March 14, 2017
S.P. 092-090-055
State Funds

Box culvert construction to start approximately 2017 under
State Contract No. ____ with ____
located on T.H. 71.

COST PARTICIPATION

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

(1) Amount of total DNR obligation as described in Article 5.1 of the Agreement (Estimated amount)
(2) Amount of advance payment as described in Article 5.2 of the Agreement (Estimated amount)

Data is considered Non-public prior to project award.

(P) = PLAN QUANTITY

1027122

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

(P) = PLAN QUANTITY

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

Data is considered Non-public prior to project award.

REVISED SCHEDULE "I"
Agreement No. 1027122
DEPARTMENT OF NATURAL RESOURCES

S.P. 3417-18 (T.H. 71 = 141) — Preliminary: March 14, 2017
S.P. 092-090-055 — Revised: June 19, 2017
State Funds

Box culvert construction to start approximately 2017 under
State Contract No. 170085 with Hardrives, Inc.
located on T.H. 71.

COST PARTICIPATION

	TOTAL Construction Cost	TAP Fund 80 Precent **Capped at $304,916.00**	Remaining DNR cost after capped TAP funds	DNR 20 Percent
(1) From Sheet No. 3 - Construction	$1,062,542.81	$92,149.17	$947,356.35	$23,037.29
From Sheet No. 4 - Box Culvert	$265,958.54	$212,766.83		53,191.71
Construction Sub-total	$1,328,501.35			
				$76,229.00
Construction Engineering (8%) (On Total Construction Cost)	$106,280.11			
Construction + Construction Engineering Subtotals	1,434,781.46			
(2) Total DNR Obligation less Federal Funds	**$1,129,865.46**			

(1) Amount of total DNR obligation as described in Article 5.1 of the Agreement.
(2) Amount of advance payment as described in Article 5.2 of the Agreement.

(1)=80%/20% TAP capped at $304,916.00, remainder 100% DNR
(P) = PLAN QUANTITY

1027122

ITEM NUMBER	S.P. 092-090-055 WORK ITEM - CONSTRUCTION		UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION		LUMP SUM	0.20	325,000.00	65,000.00
2031.501	FIELD OFFICE TYPE D		EACH	0.20	8,959.90	1,791.98
2101.506	GRUBBING		ACRE	2.50	4,026.62	10,066.55
2104.501	REMOVE PIPE CULVERTS		LIN FT	514.00	6.04	3,104.56
2104.501	REMOVE BARBED WIRE FENCE		LIN FT	929.00	7.30	6,781.70
2104.509	REMOVE PIPE APRON		EACH	12.00	251.66	3,019.92
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)		LIN FT	75.00	1.76	132.00
2105.604	GEOTEXTILE FABRIC TYPE V		SQ YD	1,812.00	2.01	3,642.12
2106.501	EXCAVATION - COMMON	(P)	CU YD	35,771.00	5.03	179,928.13
2106.505	EXCAVATION - MUCK	(P)	CU YD	1,362.00	6.04	8,226.48
2106.521	GRANULAR EMBANKMENT (CV)	(P)	CU YD	38,731.00	7.20	278,863.20
2106.522	SELECT GRANULAR EMBANKMENT (CV)	(P)	CU YD	2,560.00	7.95	20,352.00
2106.523	COMMON EMBANKMENT (CV)	(P)	CU YD	69,173.00	1.16	80,240.68
2118.501	AGGREGATE SURFACING CLASS 1	(P)	CU YD	511.00	16.03	8,191.33
2123.610	TRACTOR MOUNTED BACKHOE		HOUR	20.00	65.43	1,308.60
2211.503	AGGREGATE BASE (CV) CLASS 5	(P)	CU YD	1,693.00	18.48	31,286.64
2215.501	FULL DEPTH RECLAMATION		SQ YD	15,824.00	0.98	15,507.52
2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C) 1.5" THICK		SQ YD	8,662.00	4.50	38,979.00
2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C) 4.0" THICK		SQ YD	4,550.00	11.88	54,054.00
2360.503	TYPE SP 12.5 WEARING COURSE MIXTURE (3,A) 3.0" THICK		SQ YD	568.00	7.17	4,072.56
2411.511	STRUCTURE EXCAVATION CLASS E		CU YD	8,457.00	4.03	34,081.71
2451.511	COARSE FILTER AGGREGATE (CV)	(P)	CU YD	62.00	55.37	3,432.94
2451.515	COARSE AGGREGATE BEDDING (CV)	(P)	CU YD	798.00	35.23	28,113.54
2501.511	18" CAS PIPE CULVERT		LIN FT	140.00	40.27	5,637.80
2501.515	18" RC PIPE APRON		EACH	2.00	478.16	956.32
2501.515	24" RC PIPE APRON		EACH	2.00	604.00	1,208.00
2501.561	18" RC PIPE CULVERT DES 3006		LIN FT	166.00	80.53	13,367.98
2501.561	24" RC PIPE CULVERT DES 3006		LIN FT	180.00	89.59	16,126.20
2501.561	30" RC PIPE CULVERT DES 3006		LIN FT	70.00	110.73	7,751.10
2501.569	18" CAS SAFETY APRON		EACH	2.00	402.66	805.32
2501.569	30" RC SAFETY APRON		EACH	2.00	729.83	1,459.66
2501.602	18" SAFETY APRON		EACH	2.00	327.16	654.32
2501.602	24" SAFETY APRON		EACH	4.00	427.83	1,711.32

(1)=80%/20% TAP capped at $304,916.00, remainder 100% DNR
(P) = PLAN QUANTITY

1027122

ITEM NUMBER	S.P. 092-090-055 WORK ITEM - CONSTRUCTION	UNIT	QUANTITY	UNIT PRICE	COST (1)
2501.603	18" PIPE CULVERT	LIN FT	28.00	24.16	676.48
2501.603	24" PIPE CULVERT	LIN FT	152.00	30.20	4,590.40
2502.521	4" PE PIPE DRAIN	LIN FT	302.00	7.05	2,129.10
2502.602	CS OVERSLEEVE WITH RODENT GUARD	EACH	1.00	236.56	236.56
2502.602	6" PE INSPECTION TEES	EACH	1.00	171.13	171.13
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	3.00	905.99	2,717.97
2540.602	MAIL BOX SUPPORT	EACH	1.00	105.70	105.70
2554.509	GUIDE POST TYPE B	EACH	6.00	35.23	211.38
2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	LIN FT	126.00	85.57	10,781.82
2557.603	BARBED WIRE FENCE	LIN FT	891.00	8.56	7,626.96
2563.601	TRAFFIC CONTROL	LUMP SUM	0.20	53,352.68	10,670.54
2572.501	TEMPORARY FENCE	LIN FT	160.00	10.07	1,611.20
2573.502	SILT FENCE, TYPE MS	LIN FT	3,750.00	1.71	6,412.50
2573.511	WATER TREATMENT TYPE SKIMMER	EACH	1.00	1,092.22	1,092.22
2573.515	FILTER BERM TYPE 5	LIN FT	228.00	25.17	5,738.76
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	576.00	2.42	1,393.92
2573.560	CULVERT END CONTROLS	EACH	7.00	151.00	1,057.00
2574.508	FERTILIZER TYPE 3	POUND	2,638.00	0.32	844.16
2574.508	FERTILIZER TYPE 4	POUND	611.00	0.32	195.52
2574.578	SOIL BED PREPARATION	ACRE	10.90	100.67	1,097.30
2575.501	SEEDING (P)	ACRE	10.90	100.67	1,097.30
2575.502	SEED MIXTURE 25-141	POUND	137.00	2.59	354.83
2575.502	SEED MIXTURE 33-261	POUND	119.00	18.34	2,182.46
2575.502	SEED MIXTURE 35-241	POUND	191.00	13.17	2,515.47
2575-518	TEMPORARY POLY COVERING	SQ YD	2,200.00	2.01	4,422.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 6	SQ YD	221.00	5.03	1,111.63
2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	52,879.00	1.11	58,695.69
2575.523	EROSION CONTROL BLANKETS CATEGORY 4N	SQ YD	704.00	2.01	1,415.04
2575.541	MOWING	ACRE	21.90	35.23	771.54
2575.545	WEED SPRAYING	ACRE	5.40	100.67	543.62
2575.547	WEED SPRAY MIXTURE	GALLON	2.70	80.53	217.43
				TOTAL	1,062,542.81

(1)=80%/20% TAP capped at $304,916.00, remainder 100% DNR

(P) = PLAN QUANTITY

1027122

ITEM NUMBER	S.P. 092-090-055 WORK ITEM - BOX CULVERT	UNIT	QUANTITY	UNIT PRICE	COST (1)
2412.511	12X12 PRECAST CONCRETE BOX CULVERT	LIN FT	232.00	981.49	227,705.68
2412.512	12X12 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2.00	19,126.43	38,252.86
				TOTAL	$265,958.54

DEPARTMENT OF TRANSPORTATION

MnDOT Contract # 1028663
MNDNR Contract # 127300

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

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

Recitals

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

Agreement

1. **Term of Agreement; Exhibits**

   1.1 *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and DNR officials pursuant to Minnesota law.

   1.2 *Expiration date.* This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 6.

   1.3 *Exhibits.* Exhibit A is attached and incorporated into this agreement.

2. **Scope of Work and Responsibilities of Each Party.** The responsibilities of each Party for maintenance of the Grand Portage Rest Area and Mount Josephine Wayside are defined in Exhibit A – Maintenance and Custodial Services.

3. **Authorized Representatives**

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

   3.2 *MnDOT's Authorized Representative* is
   Name: Perry Collins or his successor.
   Title: Maintenance Operations Engineer
   MnDOT – District 1
   Address: 1123 Mesaba Avenue, MS-010, Duluth, MN 55811
   Telephone Number: 218-725-2827

RG

Email Address: perry.collins@state.mn.us

3.3 *DNR 's Authorized Representative* is:
Name: Christa Maxwell or her successor.
Title: District Supervisor (Region 2, D4)
Minnesota DNR
Billing Address: Same as below
Street Address: 1568 Highway 2, Two Harbors, MN 55616
Telephone Number: 218-834-1433
Email Address: christa.maxwell@state.mn.us

4. **Consideration and Payment**

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

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

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

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

4.5 MnDOT's obligation due to the DNR for FY 2018 through FY 2022 will not exceed $57,400.00 per year, subject to adjustment by the Operations Task Force as provided here.

Visitor Center/Rest Area - Custodial Basic Level Service	$ 50,600.00
Mount Josephine Wayside - Custodial Service	$ 6,800.00
Yearly Cost	$ 57,400.00
Five year term	5
MnDOT's total obligation	$ 287,000.00

MnDOT's total obligation for FY 2018 through FY 2022 will not exceed $287,000.00.

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

5. **Liability**

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

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

7. **Amendments:** This Agreement may be amended by mutual agreement of the parties.

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

MnDOT Contract # 1028663
MNDNR Contract # 127300

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

By: _____
Title: PAT Adair Mgr
Date 6-26-17

COMMISSIONER OF TRANSPORTATION

By: _____ for
Title: Asst Division Director - Ops
Date 6/28/17

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

By: _____
Date: 7/13/17
SWIFT Contract # 128463

SWIFT Purchase Order # 3000367188

MnDOT CONTRACT MANAGEMENT

By: _____
Date 7-20-17

DNR contract 12730
6-26-17
B. Kleeber

MnDOT Contract # 00611
MNDNR Contract # 127300

Exhibit A

1. **Parking lot and Access Road Maintenance during Snow Events**
   1.1. **MnDOT Responsibilities.** MnDOT will:
      1.1.1. As appropriate, MnDOT plows will pass through the visitor center/rest area and parking lots but will not clear lots entirely.
      1.1.2. Give priority to clearing Trunk Highway 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

Exhibit A

4.2. MnDOT will pay $6,800.00 per year for the cost of Custodial Service. Custodial Service is defined as a presence every day from May 1 to October 30 and 24 hours per week of custodial work during this time frame.

4.2.1. Custodial work will include cleaning of restrooms, emptying of trash and recycling cans and collecting loose trash from walkways and parking lots.

4.3. MnDOT will contract for the trash collection from the dumpster and pumping the septic tanks as needed

5. **Building Maintenance and Repairs**

5.1. Routine Maintenance. The cost of routine building maintenance and repairs of the visitors center/rest area, defined as those activities costing $100 or less per incident, will be the responsibility of the DNR.

5.1.1. Routine building maintenance includes, but is not limited to: maintenance of heating, plumbing and electrical systems, painting, changing light-bulbs, replacing furnace filters, unplugging drains, replacing broken glass and repairing picnic tables and garbage receptacles.

5.2. Non-routine Maintenance. Except for major repairs or replacements of the visitor center/rest area sewage system, Non-Routine maintenance includes all maintenance and repair incidents costing $100.00 or more.

5.3. MnDOT may provide available personnel to assist with non-routine building maintenance activities.

5.4. The cost of non-routine maintenance and repairs of $100 or more will be split 70% DNR and 30% MnDOT.

5.5. Major repairs to the sewage system will be split 36% DNR and 64% MnDOT.

5.6. DNR will be responsible for making the arrangements for the building maintenance and repairs.

5.7. The Grand Portage State Park Manager will contact and consult with MnDOT before undertaking building maintenance work estimated to be in excess of $1,000.00

6. **Trash Collection and Recycling**

6.1. DNR will be responsible for recycling activities for the visitor center/rest areas.

6.2. DNR will be responsible for 70% of the cost of trash collection for the visitor center/rest area, and MnDOT will be responsible for the remaining 30% of the cost.

6.3. DNR will be responsible for contracting for trash collection/recycling.

7. **Building Operations**

7.1. Electrical and Heating Costs.

7.2. Except for electrical costs provided by MnDOT under Section 2.5,

7.2.1. DNR will be responsible for 70% of the cost of electricity and heat for the visitor center/rest area.

7.2.2. MnDOT will be responsible for the remaining 30% of the cost.

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

8. **Telephone Service.**

8.1. DNR will pay 100% of the costs for telephone service in the visitor center office and interpretive center.

8.2. One handicapped accessible TTY courtesy telephone and a rest area security telephone will be incorporated into the visitor center telephone.

8.3. MnDOT will pay for any extraordinary costs associated with the TTY courtesy phone requirement including repairs or replacement.

8.4. DNR and MnDOT will cooperate to provide "North Shore Travel Information Services,"

8.5. DNR will be responsible for displaying and distributing information and interpretive materials in the visitor center/rest area.

9. **Operations Task Force**

9.1. The parties will establish an Operations Task Force for the purposes of overseeing the operation of the facilities, implementing this Agreement, and determining payments/reimbursements under the terms of this Agreement. The Task Force will consist, initially, of the Grand Portage State Park Manager, DNR NE Region Facilities Maintenance Supervisor, and MnDOT's District Maintenance Engineer, with other members to be added at the discretion of each party.

9.2. The Operations Task Force Duties:

9.2.1. Meet periodically to review billings and expenditures and review the Agreement provisions.

9.2.2. Determine the specific maintenance and operational responsibilities of each agency for items not covered under this Agreement.

9.2.3. Determine, based on the percentage allocations specified in this Agreement the dollar value of the services for which each agency will pay annually, and direct that invoicing occur accordingly.

9.2.4. Each agency will be invoiced separately at the agreed upon percentages for any additional services per the Operations Taskforce not covered in this Agreement.

9.2.5. Recommend any changes to the allocations specified in this Agreement as deemed desirable based on actual experience.

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