



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

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November 26, 2019

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

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

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

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

RE: Interagency Agreements and Intra-Agency Transfers Report

Dear Legislators:

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

Please contact me if you have questions.

Sincerely,

A handwritten signature in black ink that reads 'Greta Gauthier'. The signature is fluid and cursive.

Greta Gauthier
Assistant Commissioner

Attachment

cc: Suzanne Sobotka, Governor's Office

lrp-gen-3sy19

Minnesota Pollution Control Agency
FY 2019 Transfers
October 15, 2019

TRANSFER FROM					TRANSFER TO					Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount		
MPCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	(775,140.76)	Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	775,140.76	Petroleum related activities	17 093 01 002
MPCA	Remediation Fund	R32G105	Transfer to Dept Health	(257,000.00)	Health	Remediation Fund	H12431P	EH Contaminated Sites	257,000.00	Water Supply Monitoring	17 93 001 002 06d
MPCA	Environmental Fund	R32E115	Environmental Risks	(689,000.00)	Health	Environmental Fund	H12531P	EH Enviro Risk	689,000.00	Environmental Health Risks	17 93 001 002 02f
MPCA	Environmental Fund	R32E110	Harmful Substances	(57,000.00)	Health	Environmental Fund	H12530P	EH Enviro Risk	57,000.00	Environmental Health Risks	17 93 001 002 02d
MPCA	Remediation Fund	R32G137	3M WaterQualitySustainability	(20,000,000.00)	DNR	Remediation Fund	R290300	EWR Environmental Damages ITC	20,000,000.00	Natural Resources Damages	per 3M Grant Agreement
PFA	Clean Water Revolving Fund	B240110	Admin Clean Water	(1,656,789.00)	MPCA	Clean Water Revolving Fund	R32B111	PFA Agreement	1,656,789.00	IA: Technical & Admin Services	M.S. 471.59
Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	(5,715,296.00)	MPCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	5,715,296.00	Petroleum related activities	17 093 01 002
Public Safety	Restricted Misc Special Revenue	P072RP2	Railroad & Pipeline Safety	(104,000.00)	MPCA	Other Misc Special Revenue	R32G117	ER Rail Safety	104,000.00	Railroad & Pipeline Safety	MS 299A.55, Sub 2 (b)
DNR	Restricted Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	(300,000.00)	MPCA	Other Misc Special Revenue	R32H108	DNR-Metallic Mineral Mining IA	300,000.00	Metallic Mining Project	MS 298.17 b1
TOTAL				(29,554,226)					29,554,226		

Minnesota Pollution Control Agency

FY 2019 Interagency Agreements and Service Level Agreements

October 15, 2019

	Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
1	MN.IT Services *	\$ 11,091,885	M.S. 16E.016	MN.IT provides enterprise IT services to MMB	7/1/2017	FY 2019
3	Board of Soil and Wataer	\$ 2,728,600.00		SSTS Program MN Law SF844, Article 1, Section 2, Subd 4© and HF707,	08/31/17	06/30/22
5	Department of Health	\$ 2,000,000.00	M.S. 471.59	Anaytical services provided to the MPCA from MDH	07/01/18	6/30/19
6	Department of Health	\$ 145,000.00	M.S. 471.59	Drinking water wells sampling	05/01/19	6/30/21
7	Department of Health	\$ 30,000.00	M.S. 471.59	Review new or modified drinking water supply systems	05/01/19	6/30/21
9	Department of Health	\$ 35,100.00	M.S. 471.59	Anaytical services provided to the MPCA from MDH	07/01/18	06/30/19
10	Department of Nautural Resources	\$ 300,000.00	Transfer	Work on environmental regulatory services for ferrous and nonferrous mining operations	07/01/18	6/30/19
14	Department of Nautural Resources	\$ 39,100.00	M.S. 471.59	Install and assistance with new security system	02/15/19	12/31/24
	Department of Nautural Resources	\$ 750,000.00	M.S. 471.59	Lake Superior Lakewide Action and Management Plan	04/01/19	03/31/22
	Department of Nautural Resources	\$ 12,710.00	M.S. 471.59	Alternative Landscaping Grant	4/22/19	6/30/20
	Department of Nautural Resources	\$ 601.00	M.S. 471.59	Alternative Landscaping Grant	4/22/19	6/30/20
	Department of Nautural Resources	\$ 93,214.28	M.S. 471.59	NRDA Collaboration	09/24/18	06/30/19
	Department of Nautural Resources	\$ 20,000.00	M.S. 471.59	Equis	07/01/18	06/30/20
	Department of Nautural Resources	\$ 239,574.38	M.S. 471.59	GLRI	04/01/16	03/31/19
	Department of Nautural Resources	\$ 94,000.00	M.S. 471.59	KISTERS Time Series Data System	08/17/16	06/30/19
	Department of Transportation	\$ 1,150,000.00	M.S. 471.59	Petroleum Excavation	06/05/19	06/30/23
	Department of Transportation	\$ 50,000.00	M.S. 471.59	Rail Director Posistion	09/17/18	6/30/19
	Department of Transportation	\$ 25,000.00	M.S. 471.59	Public Engagement Activities	05/15/19	06/30/19
	Department of Transportation	\$ 7,500.00	M.S. 471.59	Alternative Landscaping Grant	5/2/19	6/30/20
	Department of Transportation	\$ 14,998.58	M.S. 471.59	Equipment	04/12/19	09/30/20
	Minnesota Management & Budget	\$ 28,552.00	M.S. 471.59	Training Development Program	07/24/18	06/30/19
	Minnesota Management & Budget	\$ 12,473.00	M.S. 471.59	Recruiting Unit	07/31/18	06/30/19
	Minnesota Management & Budget	\$ 10,000.00	M.S. 471.59	Evaluation of the Greencorps program	09/07/18	06/30/19
	Minnesota Management & Budget	\$ 15,820.00	M.S. 471.59	Planning Survey	11/01/18	6/30/19
	Minnesota Management & Budget	\$ 29,700.00	M.S. 471.59	Climate Change Risk Assessment	02/04/19	4/30/19
	Minnesota Management & Budget	\$ 14,840.00	M.S. 471.59	Recycling subgroup facilitation	03/25/19	3/15/21
	Minnesota Management & Budget	\$ 25,000.00	M.S. 471.59	Mack Law Misconduct Investigation	04/03/19	12/31/19
	Public Facilities	\$ 1,656,789.00	Transfer	Provide technical and Administrative services for the Clean Water Revolving Fund	07/01/18	06/30/19
27						
22	* - copy wil be provided by MN.IT					
23						
24						
25	Total	\$ 20,620,457				

Contract Start Date:	<u>8/31/2017</u>	Total Contract Amount:	<u>\$5,553,994.58</u>
Original Contract Expiration Date:	<u>6/30/2022</u>	Original Contract:	<u>\$2,825,394.58</u>
Current Contract Expiration Date:	<u> </u>	Previous Amendment(s) Total:	<u>\$ </u>
Requested Contract Expiration Date:	<u> </u>	This Amendment:	<u>\$2,728,600.00</u>

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

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract No.: 129448 ("Original Agreement") to provide the County SSTS Program through its Natural Resources Block Grant (NRBG) Program (hereinafter "County Programs").
2. The Original Agreement is being amended to increase the total obligation to add in the FY19 funding.
3. The MPCA and BWSR are willing to amend the Original Agreement as stated below.

Contract Amendment

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

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

1. Term of Agreement

- 1.1 **Effective date:** ~~August 25~~31, 2017, or the date the State obtains all required signatures under Minn. Stat. §16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 5. "**Consideration and Conditions of Payment**" is amended as follows:

5. Consideration and Conditions of Payment

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

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

County SSTS Grants Program

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

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

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

Use of funds as match; Total Obligations.

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

The total obligation of the MPCA for compensation and reimbursement to BWSR for the County SSTs Grants Program under this Agreement will not exceed **\$2,825,394.58** (Two Million Eight Hundred Twenty-Five Thousand Three Hundred Ninety-Four Dollars and Fifty-Eight Cents) for FY18 and \$2,728,600.00 (Two Million Seven Hundred Twenty-eight Thousand Six Hundred Dollars and Zero Cents) for FY19.

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

The total obligations of the MPCA for all compensation and reimbursement to BWSR for both County Programs under this Agreement will not exceed ~~**\$2,825,394.58** (Two Million Eight Hundred Twenty-Five Thousand Three Hundred Ninety-Four Dollars and Fifty-Eight Cents)~~ \$5,553,994.58 (Five Million Five Hundred Fifty-three Thousand Nine Hundred Ninety-four Dollars and Fifty-eight Cents).

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

Distribution:
Contractor
Agency
State's Authorized Representative

Document Signature Details -- External User

Order	Ext. User	Status	Actual Singer	Name	Title	Date/Time
1	VNR9P0000000_1	Signed	VNR9P0000000_1	JEREMY OLSON	EXTERNAL	08/08/2018 at 12:26 PM

Document Signature Details -- Internal Users

Order	Type	Role/User	Status	Actual Signer	Name	Title	Date/Time
1	Role	M_FS_WF _SC_DOC_ SIGNER_0 1	Signed	01030662	Svetlana G Tenenboym	Encumbrance VerificationSi gner	August 08, 2018 at 12:56 PM
2	User ID	00526522	Signed	00526522	Christine E Everson	State Agency Signer	August 13, 2018 at 10:56 AM

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

SWIFT Contract No.: 156912
Purchase Order No.: 3000023972
Agency Interest ID No.: 1163
Activity ID No.: PRO20190001

For Assistance Related to MPCA Implementation of the 2007 Consent Order

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

Recitals/Background

- A. On May 22, 2007, the 3M Company (3M) and the MPCA entered into a Settlement Agreement and Consent Order (Consent Order) that requires 3M to implement response actions relating to releases of perfluorochemicals (PFCs) in soil and groundwater at and from the 3M Cottage Grove, 3M Woodbury, and 3M Oakdale disposal sites. Response actions required of 3M under the Consent Order also include the provision of alternative sources of drinking water for persons whose drinking water is contaminated with PFCs in concentrations that exceed a health risk limit (HRL) or health based value (HBV) established by MDH, including water containing two or more PFCs for which an HBV or HRL have been adopted if the combined PFC levels exceed a Hazard Index (HI) of 1.0 and MDH has issued an advisory against human consumption of the water.
- B. As part of implementation of the Consent Order, the MPCA samples drinking water wells to track the PFC groundwater contamination and to determine whether the drinking water exceeds an HRL or HBV for PFCs. 3M reimburses the MPCA for these costs, including the cost of providing alternative drinking water sources for drinking water wells that exceed those levels, as provided in the Consent Order.
- C. MDH has been assisting the MPCA in the past and has been keeping track of their time in doing so. In the past, because the amount of time spent was minimal, MDH did not request that the MPCA provide funding assistance. However, since 2016 when MDH reduced the HBVs for certain PFCs, the amount of time that MDH has spent in providing assistance to the MPCA has increased substantially.
- D. The assistance being provided by MDH is work that the MPCA would have had to do to administer the Consent Order, but currently the MPCA does not have sufficient staff to do the work. Until the MPCA is able to increase its staffing to be able to do this work, the MPCA needs assistance from MDH.

Agreement

1. Term of Agreement

- 1.1. Effective date:** May 13, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2. Expiration date:** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

2.1. MDH Duties:

- (a) MDH shall assign a staff person(s) [up to 1.5 full-time equivalent (FTE)] with experience in hydrology, PFC migration in groundwater, and in sampling, evaluating, and treating drinking water impacts of PFC contamination to implement the requirements of this Agreement. MDH shall also assign a student worker

(up to 0.5 FTE) to assist with well sampling administration and data management of the water well sampling results to implement the requirements of this Agreement.

- (b) The MDH-assigned staff shall provide written recommendations to MPCA, after coordination and consultation with MPCA, on which private and non-community drinking water wells in the East Metropolitan Area the MPCA should sample to determine whether the wells are impacted by releases of PFCs and at what frequency the wells should be monitored.
- (c) For those wells that the MPCA determines need to be sampled, MDH shall obtain written permission from the identified well owners that allows the MDH, the MPCA, or MPCA's contractor, to sample the wells. MDH shall use MDH's well sample permission form for such purposes. MDH shall forward the signed well sampling permission form to the MPCA for its records.
- (d) For those wells that the MPCA determines need to be sampled, MDH staff and the MPCA contractor will work together to coordinate information on well sampling, including which well owners have signed well sampling permission forms and which wells have been sampled.
- (e) Drinking water well samples that are taken by the MPCA's contractor and sent to MDH lab shall be analyzed and the results provided to the MPCA pursuant to the terms of the Interagency Agreement between the MPCA and MDH (SWIFT Contract No. 144023) dated July 1, 2018, and any amendments thereto and reissuance of the MDH contract. The MPCA may also send East Metropolitan Area drinking water well samples to other contract labs for PFC analysis if MDH's lab capacity is insufficient to process samples in a timely manner.
- (f) MDH shall send the results of the analysis to private and non-community well owners along with any drinking water well advisories issued by MDH for the well based on the results of the sample within 14 days after the lab results on a sample are reported, or as soon as reasonably possible. The MDH shall copy the MPCA on all letters sent to well owners.
- (g) MDH staff shall review the well sampling data results and shall work with the MDH-assigned student worker to create and maintain a database management system that contains all of the water well sample results. In creating the database management system, MDH shall work with MPCA to develop a database management system that is in a format that is compatible with the MPCA's electronic database management system. The database management system shall include the results of all of the sampling, the locational information of the water well (i.e. Global Positioning System (GPS)/geographical information system (GIS) coordinates for mapping purposes), as well as any other information that is needed by the MPCA to create a mapping system of the PFC contamination. Prior to creating the database management system, MDH and MPCA will meet to discuss the elements of the system.
- (h) MDH shall update the database management system and send notice to MPCA hydrologist assigned to the 3M PFC (also referred to as PFAS) disposal sites at least monthly and shall send the updated database to the MPCA electronically at least monthly.
- (i) The MDH staff and the MDH student worker shall keep a time tracking system to record the amount of time spent on each of the activities to implement the requirements of this Agreement.
- (j) MDH shall provide a detailed summary of its time spent implementing this Agreement to the MPCA at the end of each quarter.

- (k) At the request of the MPCA, MDH will review and provide comments to the MPCA on submittals related to implementation of response actions related to the 3M disposal sites under the Consent Order. MDH shall record and report its time for this work separately from other work under this Agreement.

2.2. MPCA Duties

- (a) MPCA shall meet with MDH on a regular basis to discuss sampling of private and non-community drinking water wells in the East Metropolitan Area under this Agreement and the results of sampling.
- (b) MPCA shall make final decisions on which private and non-community drinking water wells will be sampled for purposes of implementing the Consent Order.
- (c) MPCA shall meet with MDH to discuss the elements of a database management system.

3. Considerations and Payment

- 3.1. MPCA will reimburse MDH for staff costs, not to exceed \$125,000.00 (One Hundred Twenty-five Thousand Dollars and Zero Cents), for work under this Agreement from July 1, 2018 – May 2, 2019. MPCA will promptly pay MDH after MDH presents an itemized invoice for the services actually performed and MPCA's Authorized Representative accepts the invoiced services. Invoice(s) must be emailed to mpca.ap@state.mn.us (subject line MDH and invoice #), and contain the following information:

- Staff name
- State Purchase Order Number
- MPCA Project Manager
- Invoicing Period (actual working period)
- Individual staff hours, broken down by pay period, spent performing work under this Agreement from July 1, 2018 – May 2, 2019
- Classification and hourly pay rate
- Brief narrative discussing tasks completed during time period that include time by staff person, type of activity, date completed, and time spent on each activity.

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

- 3.2. Starting May 3, 2019, MDH will enter into an Inter-Agency Request for State Employee Services agreement with MPCA and directly draw from the MPCA 3M East Metro Remedy account within the Remediation fund for payment of staff (up to 2.0 FTE) under this Interagency Agreement for all tasks except MDH duty as listed in Clause 2.1(k) above, providing comments upon MPCA request regarding disposal sites. The following information must be reported to MPCA's Authorized Representative every pay period:

- Staff name
- Invoicing Period (actual working period)
- Individual staff hours broken down by pay period spent performing work under this Agreement
- Classification and hourly pay rate
- Brief narrative discussing tasks completed during time period that include time by staff person, type of activity, date completed, and time spent on each activity.

- 3.3. For work performed under MDH duty as listed in Clause 2.1(k) above, providing comments upon MPCA request regarding disposal sites, MPCA will reimburse MDH for staff costs, not to exceed \$20,000.00 (Twenty Thousand Dollars and Zero Cents). MPCA will promptly pay MDH after MDH presents an itemized invoice, per invoice reimbursement instructions listed under Clause 3.1 above, for the services actually performed and MPCA's Authorized Representative accepts the invoiced services.

4. Conditions of Payment

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

5. Authorized Representative

MPCA's Authorized Representative is **Kathryn Sather**, Division Director, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2691, Kathryn.Sather@state.mn.us, or her successor.

MDH's Authorized Representative is **Tom Hogan**, Division Director, 625 Robert St N, St. Paul, MN 55164, 651-201-4675, Tom.Hogan@state.mn.us, or his successor.

6. Amendments

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

7. Change Orders

If MPCA's Project Manager or MDH'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 MPCA's Project Manager and MDH'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. MPCA 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 to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

9. Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]
Date: 5/13/19

2. Minnesota Department of Health

By: Carmen Patton-Minder
Digitally signed by Carmen Patton-Minder
Date: 2019.05.16 07:44:57 -05'00'
(With delegated authority)

Title: Interim Financial Management Director
Date: 05/16/2019

3. Minnesota Pollution Control Agency

By: [Signature]
(with delegated authority)
Title: Asst. Division Director
Date: 5/21/2019

**Interagency Agreement
Amendment #1**

Contract Start Date:	<u>July 6, 2016</u>	Total Contract Amount:	<u>\$246,100.00</u>
Original Contract Expiration Date:	<u>June 30, 2018</u>	Original Contract:	<u>\$211,000.00</u>
Current Contract Expiration Date:	<u>June 30, 2018</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>June 30, 2019</u>	This Amendment:	<u>\$35,100.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155 ("MPCA") and the **Minnesota Department of Health**, 601 Robert Street North, St. Paul, Minnesota 55164 ("MDH").

Recitals

1. MDH and MPCA have an interagency agreement identified as SWIFT Contract Number 111540 ("Original Interagency Agreement") to provide measurements of PAHs in the air in and around the Twin Cities that are of high enough quality to gain understanding of fence line concentrations at large stationary air emissions sources.
2. This amendment is necessary to add an additional site in a rural location and to analyze additional air samples.
3. MDH and MPCA are willing to amend the Original Interagency Agreement as stated below.

Interagency Agreement Amendment

In this Amendment, changes to pre-existing 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, 2016, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2018 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 2. "**Scope of Work**" is amended to add:

The MPCA is in need of measurements of PAHs in the air in and around the Twin Cities that are of high enough quality to gain understanding of fence line concentrations at large stationary air emissions sources.

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

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

A. The total obligation of MPCA for all compensation and reimbursements to MDH under this agreement over the three years will not exceed ~~\$211,000.00~~ \$246,100.00 (~~Two Hundred Eleven Thousand Dollars~~ Two Hundred Forty-Six Thousand One Hundred Dollars and Zero Cents). The MPCA will reimburse MDH for actual services performed

according to the rate listed in **Attachment C – Method Pricing**, which is attached and incorporated into this agreement; and according to the budget portion of **Revised Attachment A – Project Workplan**.

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

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

Invoices shall include:

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

Invoices shall be submitted to:

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

REVISION 4. Clause 5. “**Authorized Representative**” is amended as follows:

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

- **Chris Everson** ~~Cathy Moeger~~, Operations ~~Assistant~~ Division Director, 520 Lafayette Road North, St. Paul, MN 55155, chris.everson@state.mn.us, 651-757-2782 ~~cathy.moeger@state.mn.us, 651-757-2575~~;
- **Todd Biewen**, Environmental Analysis & Outcomes ~~Assistant~~ Division Director, 520 Lafayette Road North, St. Paul, MN 55155, todd.biewen@state.mn.us, 651-757-2228;
- Principal Liaison and Project Manager: **Kristie Ellickson**, 520 Lafayette Road North, St. Paul, MN 55155, kristie.ellickson@state.mn.us, 651-757-2336; and
- Quality Assurance Coordinator: **Bill Scruton**, 520 Lafayette Road North, St. Paul, MN 55155, bill.scruton@state.mn.us, 651-757-2710.

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

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

- Operations Supervisor: Cori Dahle Huffman, Environmental Laboratory Section, PHLD, 601 Robert Street North, St. Paul, MN 55164, cori.dahle@state.mn.us cori.huffman@state.mn.us, 651-201-5214, ; and

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Michelle Stogler

Date: 6-27-18

3. MINNESOTA POLLUTION CONTROL AGENCY

By: Christine Eason
(With delegated authority)

Title: Asst Division Director

Date: 6-27-18

2. MINNESOTA DEPARTMENT OF HEALTH

By: Dawn Udean
(With delegated authority)

Title: Accounting Supervisor Principal

Date: 6/25/18



**Minnesota Pollution
Control Agency**

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

Revised Attachment A

Project Work Plan

MPCA Use Only	
Swift #:	111540
Tempo AI	

Project Title: Facility Based Polycyclic Aromatic Hydrocarbons (PAH) Monitoring

1. Project Summary:

Organization: Minnesota Department of Health Public Health Laboratory

Contractor contact

name: Cori Dahle Huffman

Title: Operations Supervisor

Address: 601 Robert Street North
St. Paul, MN 55155

Phone: 651-201-5214

E-mail:

E-mail: cori.dahle@state.mn.us Cori.huffman@state.mn.us

MPCA contact(s):

MPCA project

manager: Kristie Ellickson

Title: Research Scientist

Address: 520 Lafayette Ave
St. Paul, MN 55105

Phone: 651-757-2336

E-mail: Kristie.ellickson@state.mn.us

Project information

Latitude/Longitude: Multiple sites

***County:** Multiple sites

Start date: 07/01/2016

End date: 06/30/2018~~9~~

~~\$211,000.00 (Two Hundred Eleven Thousand Dollars and Zero Cents)~~

Total cost: \$246,100.00 (Two Hundred Forty Six Thousand One Hundred Dollars and Zero Cents)

*Organization type:	<input type="checkbox"/> Federal government	<input type="checkbox"/> Local/Regional government
	<input type="checkbox"/> For-profit	<input type="checkbox"/> Private college/university
	<input type="checkbox"/> Individual	<input type="checkbox"/> Public college/university
	<input type="checkbox"/> Non-profit	<input checked="" type="checkbox"/> State government

*Project type:	<input type="checkbox"/> Analysis/Interpretation	<input type="checkbox"/> Modeling	<input type="checkbox"/> Research
	<input type="checkbox"/> Assessment/Evaluation	<input checked="" type="checkbox"/> Monitoring	<input type="checkbox"/> Restoration/Enhancement
	<input type="checkbox"/> Demo/Pilot project	<input type="checkbox"/> Planning	<input type="checkbox"/> Technical assistance
	<input type="checkbox"/>		
	Education/Outreach/Engagement		

2. Statement of Problems, Opportunities, and Existing Conditions

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

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

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

3. Goals, Objectives, Tasks, and Subtasks

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

Objective 1: Obtain air concentration measurements of PAHs from a large stationary air emissions source of PAHs, a reference site and a rural site.

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

Subtask 1: deploy air monitors

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

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

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

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

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

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

Subtask 1: Analyze air samples

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

Subtask 3: Provide analytical data to cooperating partners

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

Objective 1 Timeline: 07/01/2016 – 06/30/2018~~9~~

Objective 1 Cost: ~~\$211,000.00~~ \$246,100.00

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

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

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

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

Task B. Write and review summaries and reports, data visualization tools.

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

Objective 2 Timeline: 07/01/2016 – 06/30/2018~~9~~

Objective 2 Cost: Not Applicable

Objective 2 Deliverables: Interim and final reports for facilities and other external interested groups, outreach materials for community members, air concentration data in AQS, MPCA website materials.

Objective 3: Outreach and Education

Task A. Further summarize data into products and formats that are appropriate for interested general public.

Responsible Participants: Cassie McMahon (MPCA), Kristie Ellickson (MPCA), Quality Assurance Officer (MPCA), and other risk assessment support as necessary.

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

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

Objective 3 Timeline: 07/01/2016 – 06/30/2018~~9~~

Objective 3 Cost: Not Applicable

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

Measurable Outcomes

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

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

4. Project Budget

	MDH Public Health Laboratory: Analysis of Samples
Project Budget	Laboratory Analysis (per sample)
\$ Rate per Hour/Unit	1000
Objective 1: Obtain air concentration measurements of PAHs from a large stationary air emissions source of PAHs.	
Task A: Conduct Air Sampling (following SOP and QAPP)	
Sub-task 1: deploy air monitors	
Sub-task 2: MDH purchases, prepares and stores sampling media and distributes to MPCA as needed	
Sub-task 3: MPCA picks up cleaned media from MDH and deploys active sampling media. MPCA deploys sampling media in accordance with sampling plan and QAPP	
Sub-task 4: MPCA retrieves sampling media from air monitors and delivers to MDH according to sampling schedule and QAPP.	
Task B: Chemically Analyze Air Samples (according to project SOP and QAPP)	211 + 35.1 additional samples
Sub-task 1: Analyze air samples	

Sub-task 2: Conduct QA and QC checks as specified in QAPP	
Sub-task 3: Provide analytical data to cooperating partners	
Total for Objective 1 Hrs/Units	211 + 35.1 additional samples
Total for Objective 1 \$	\$211,000.00 + \$35,100
Objective 2: Compile results and submit to AQS database, conduct statistical analyses and interpret data.	
Task A: Summarize and analyze PAH data, by comparing sites and comparing summarized data to Benzo[a]pyrene equivalent potency information.	
Task B Write and review summaries and reports, data visualization tools.	
Total for Objective 2 Hrs	0
Total for Objective 2 \$	\$0.00
Objective 3: Outreach and Education	
Task A: Further summarize data into products and formats that are appropriate for interested general public.	
Task B: Hold information meetings, or attend pre-planned informational meetings in the sampling areas as needed and if requested.	
Total for Objective 3 Hrs	0
Total for Objective 3 \$	\$0.00
Total Project Hours/Units	211 + 35.1 additional samples
Total Budget Per Objective:	\$211,000.00 \$246,100.00

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

Revised Attachment B – State Terms and Conditions

Minnesota Department of Health (MDH)-specific Terms and Conditions

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

requirements. The original Chain-of-Custodies will be returned to the MPCA on a routine basis. Electronic versions of the Chain-of-Custodies will be maintained by MDH.

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

MPCA-specific Terms and Conditions

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

Analysis Name:

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

Reference Method:

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

Matrix:

Ambient Air

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

Cost Per Analysis:

\$500.00 per analysis

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

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

CAS# or EPA ID#	PAH Compound Name
191-07-1	Coronene
27208-37-3	Cyclopenta[c,d]pyrene
53-70-3	Dibenz[a,h]anthracene
5385-75-1	Dibenzo[a,e]fluoranthene
192-65-4	Dibenzo[a,e]pyrene
189-64-0	Dibenzo[a,h]pyrene
189-55-9	Dibenzo[a,i]pyrene
132-65-0	Dibenzothiophene
1016-05-3	Dibenzothiophene sulfone
206-44-0	Fluoranthene
86-73-7	Fluorene
193-39-5	Indeno[1,2,3-cd]pyrene
91-20-3	Naphthalene
198-55-0	Perylene
85-01-8	Phenanthrene
129-00-0	Pyrene
483-65-8	Retene
217-59-4	Triphenylene

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

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

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



STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 1, 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

A. MDH Duties:

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

analysis any or all samples or if MDH cannot meet priority timelines, as described in **Attachment 2**.

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

System (LIMS) (Element). The MPCA has developed an Environmental Quality Information System (EQUIS) format for an EDD. This format is called the MPCA LAB MN and is available on a website hosted by EarthSoft (<http://www.earthsoft.com/products/edp/edp-format-for-mnpca/>). MDH must submit all EDDs to MPCA to be consistent with this format.

18. MDH shall provide the appropriate number of environmental sample containers and preservatives, to be used by MPCA for collecting and providing samples for analysis pursuant to this Agreement. MDH will comply with Global Harmonized System requirements, which are Occupational Safety and Health Administration labeling requirements for all hazardous chemicals, when shipping preservatives to either the MPCA or any of its designated clients.
19. MDH shall provide, consistent with applicable professional and laboratory accreditation standards, the necessary technical expertise, guidance, and observations regarding any occurrences that may affect sample integrity or data quality for analytical methods MDH performs.
20. MDH may, at its discretion, agree to provide data assessment, verification, and validation assistance within the scope of this Agreement to MPCA upon request. These additional services may be subject to an additional charge as outlined in **Attachment 1** under Administrative Consult.
21. Upon request, MDH shall provide monthly data reports or data status reports.
22. MDH shall dispose of MPCA environmental samples following routine laboratory analysis per the MDH retention schedule. For MPCA environmental samples deemed hazardous or otherwise requiring special handling and/or disposal methods, MDH reserves the right to assess an additional sample disposal fee as outlined in **Attachment 1**.
23. MDH shall seek and obtain all relevant certifications from nationally recognized laboratory certification authorities, acceptable to the MPCA, for the list of priority analyses provided in **Attachment 3**, which is attached and incorporated into this Agreement. MDH shall keep the MPCA Principal Liaison informed of the status of this certification process through the submittal of quarterly status reports.
24. MDH shall maintain all raw and supporting data pursuant to this Agreement for five years.
25. MDH shall dispose of ambient surface water samples and analytical waste produced from running the sample analysis performed pursuant to this Agreement that contain or are suspected of containing one or more aquatic invasive species (AIS) according to the established MDH autoclave protocol. MPCA and anyone sampling on behalf of MPCA shall clearly identify AIS samples both on the sample bottle and on the accompanying lab form. Should MDH staff suspect a sample may be an AIS sample but is not identified as such, MDH may treat such sample as an AIS sample and bill MPCA according to the price specified in the current MDH environmental laboratory price list in **Attachment 1**.
26. MDH shall only report results between the Reporting Limit and the Method Detection Limit (MDL) and qualify those results with a 'J' qualifier, meaning that it is an estimated value, when this is requested on the chain of custody form or requested in writing for a specific project. Otherwise, all results will be reported to the Reporting Limit. Depending on the PFC method utilized, PFC results may be reported down to the MDL regardless of whether a report to the MDL or any other limit is requested on the chain of custody form.
27. MDH shall report Tentatively Identified Compounds (TIC) only when MPCA specifically requests a report as to a TIC for a specific organic analysis on the chain of custody form. Otherwise, no MDH shall not report any TICs as part of any other analysis.
28. MDH shall meet the requirements specified in project-specific Quality Assurance Project Plans (QAPP) and follow the policies and requirements posted on the MPCA Quality System Web

Page: <http://www.pca.state.mn.us/index.php/about-mpca/mpca-overview/agency-strategy/mpca-quality-system.html>.

29. MDH shall update the method references in its databases to include the version number or year of approval. The updated information should appear on reports, electronic data deliverables (when EQuIS is programmed to receive the new information), and the price list.
30. MDH shall be responsible for work and actions performed by subcontractors on MPCA samples to be analysis pursuant to this Agreement.
 - a. MDH shall not award any subcontract work for MPCA samples to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity unless the appropriate MPCA project manager has provided written approval. MPCA shall respond to any MDH request to subcontract MPCA sample analysis within three (3) business days of the initial request from MDH. MDH shall bill MPCA for any sample analysis conducted by a subcontractor according to the current MDH price list.
 - b. All subcontracts shall contain provisions for MPCA inspection access to the subcontractor's books, documents, and records directly pertinent to the subcontracted analytical services.
 - c. No subcontract or delegation of work shall relieve or discharge MDH from any obligation, provision, or liability under this Agreement.
 - d. MPCA reserves the right to review all Standard Operating Procedures and Quality Assurance/Quality Control (QA/QC) manuals directly pertinent to the subcontracted analytical services and check references, and may, at its discretion, deny approval of subcontracting of the Contract.

B. MPCA Duties:

1. MPCA shall notify MDH at least 24 hours prior to the anticipated delivery of routine environmental samples with holding times of 48 hours or less. Should MPCA fail to give MDH such notification, MDH agrees to make a good-faith effort to analyze such samples within their respective maximum holding times according to the specifications set forth in **Attachment 4** which is attached and incorporated into this Agreement.
2. MPCA shall notify MDH of anticipated sample delivers during normal business hours, which for purposes of this Agreement is defined as Mondays through Fridays 8:00 am – 4:30 pm; excluding all state observed holidays.
3. MPCA shall submit environmental samples, corresponding documentation, and related materials consistent with all applicable MDH standard operating procedures and protocols.
4. MPCA shall submit COCs at a minimum according to the current MDH Sample Acceptance Policy (<https://mn.mdh.mastercontrol.com/mastercontrol/main/index.cfm?event=showFile&ID=EWE6ZV6YPFG6RFGAV5&static=false&mcuid=ANONYMOUS&mcsid=6LBF44RI4VEBRNXR3S>).
5. MPCA shall provide sample transport and shipment coolers to any submitter of MPCA samples to MDH. MDH will return such coolers upon request.
6. MPCA shall inform MDH of any known hazard associated with environmental samples submitted to MDH for analysis on the COC form.
7. MPCA shall prioritize samples by indicating the priority status on the COC. The COC will indicate whether a sample is standard, priority or emergency status. MPCA program Liaisons will review priority requests and notify MDH if status should be changed.

8. MPCA shall provide projected workload and/or budget estimates for each of the MPCA project codes to MDH for workload planning purposes by no later than April 15th of the current and every future fiscal year.
9. MPCA shall notify MDH in a timely manner if it anticipates that expenditures for environmental laboratory services will be less than 90 percent of the amount projected for any fiscal year.
10. MPCA shall notify MDH in a timely manner if it anticipates a 10 percent increase in MPCA expenditures for MDH environmental laboratory services.
11. MPCA shall request technical expertise, guidance, and interpretation of data results through specific personnel as designated by MDH such as Section Managers, Unit Supervisors, Quality Assurance Officers, and Project Coordinators.
12. MPCA shall provide any project specific quality assurance plans to MDH 15 business days prior to sending MDH work that must comply with the QAPP.
13. When multiple analytical methods available for any particular sample, MPCA shall identify on the lab request form which method MDH should use for sample analysis. If none is specified, MDH will either conduct the analysis according to standard protocols and procedures or contact MPCA for method clarification prior to sample processing.

C. MPCA and MDH Joint Duties:

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

3 Considerations and Payment

1. MDH shall bill MPCA on a monthly basis for all services performed pursuant to this Agreement, according to the price list included in **Attachment 1**.
2. MDH shall provide MPCA with a projected price list for all upcoming fiscal years by May 1 of the current fiscal year.
3. MDH shall list all costs outstanding to the MPCA by June 15 of each fiscal year to ensure both parties properly account for end-of-fiscal year funds, and that MPCA has money allocated for costs charged in July for prior fiscal year samples.
4. MDH acknowledges this Agreement does not guarantee MDH a minimum source of MPCA funding for any fiscal year.
5. MPCA shall pay MDH a premium for priority and emergency samples according to **Attachment 2**.
6. MPCA shall reimburse MDH for technical consultation, special reports writing, staff factual testimony services, and modification of an analytical report level or reporting to the minimum detection level after a final report has been generated at the administrative consultation rate as specified in **Attachment 1**.

7. MPCA shall reimburse MDH for requested analytical method development services at the unit developmental rate as specified in **Attachment 1**.
8. MPCA and MDH agree to negotiate the fee for any special project work requested of MDH by MPCA, and shall execute an amendment to this Agreement should the additional special project be outside the scope of this Agreement or result in fees exceeding the Total Obligation as specified below.

4 Conditions of Payment

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

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

The Total Obligation of MPCA for all compensation and reimbursements to MDH under this Agreement over the length of the Agreement will not exceed **\$2,000,000.00 (Two Million Dollars and Zero Cents)**.

5 Authorized Representative

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

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

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

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

Principal Liaison: **Joanne Bartkus**, Division Director, Public Health Laboratory Division, 601 Robert St. N, St. Paul, MN 55164, joanne.bartkus@state.mn.us, 651-201-5256;
Program Liaison: **Myra Kunas**, Assistant Division Director, Public Health Laboratory Division, 601 Robert St. N, St. Paul, MN 55164, myra.kunas@state.mn.us, 651-201-5583 or delegate.

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

6 Amendments

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

7 Business Rules

The MPCA and MDH shall follow the Business Rules in **Attachment 4**.

8 Liability

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

9 Termination

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

10. Data Practices

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

1. STATE ENCUMBRANCE VERIFICATION

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


Signed: 

Date: 6/27/18

Contract ID:

Purchase Order No.:

2. MINNESOTA DEPARTMENT OF HEALTH

By: 

Title: Accounting Supervisor Principal

Date: 6/27/18

3. MINNESOTA POLLUTION CONTROL AGENCY

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

By: 
(with delegated authority)

Title: Asst Division Director

Date: 6-27-18



Minnesota Department of Health Public Health Laboratory Division FY 2019 Price List

General Chemistry

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Acetate IC	EPA 300.1	Non-potable Water	22
Alkalinity, Bicarbonate as CaCO_3 ¹	SM 2320 B 21 st ED SM 2320 B-1997	Drinking Water Non-potable Water	0
Alkalinity, Carbonate as CaCO_3 ¹	SM 2320 B 21 st ED SM 2320 B-1997	Drinking Water Non-potable Water	0
Alkalinity as CaCO_3	SM 2320 B 21 st ED SM 2320 B-1997	Drinking Water Non-potable Water	18
Ammonia-N	EPA 350.1	Drinking Water Non-potable Water	18
Ammonia-N, Dissolved	EPA 350.1	Drinking Water Non-potable Water	18
Biochemical Oxygen Demand (BOD)	Hach 10360	Non-potable Water	59
Bromide 300.1	EPA 300.1	Drinking Water Non-potable Water	18
Carboneous Biochemical Oxygen Demand (CBOD)	Hach 10360	Non-potable Water	62
Chemical Oxygen Demand	EPA 410.4	Drinking Water Non-potable Water	29
Chemical Oxygen Demand, Dissolved	EPA 410.4	Drinking Water Non-potable Water	29
Chloride 300.1	EPA 300.1	Drinking Water Non-potable Water	18
Chlorophyll <i>a</i>	SM 10200 H-2001	Non-potable Water	44
Chlorophyll <i>a</i> Lab Filter	SM 10200 H-2001	Non-potable Water	71
Color	SM 2120 B 21 st ED	Drinking Water	16

¹ Calculation. Requires Total Alkalinity & pH for analysis.

FY19 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Conductivity	SM 2120 B-1997	Non-potable Water	15
	SM 2510 B 21 st ED	Drinking Water	
	SM 2510 B-1997	Non-potable Water	
Cyanide	EPA 335.4	Drinking Water Non-potable Water	98
Cyanide, Free	SM 4500-CN ⁻ F 21 st ED	Drinking Water	35
Dissolved Organic Carbon (DOC)	SM 5310 C 21 st ED	Drinking Water	22
	SM 5310 C-2000	Non-potable Water	
Fluoride	SM 4500-F ⁻ C 21 st ED	Drinking Water	20
	SM 4500-F ⁻ C-1997	Non-potable Water	
Fluoride, Dissolved	SM 4500-F ⁻ C 21 st ED	Drinking Water	20
	SM 4500-F ⁻ C-1997	Non-potable Water	
Kjeldahl Nitrogen as N (TKN)	EPA 351.2	Drinking Water	37
		Non-potable Water	
Kjeldahl Nitrogen as N, Dissolved (TKN)	EPA 351.2	Drinking Water	37
		Non-potable Water	
Lab Filtered	MDH	Drinking Water	20
		Non-potable Water	
Nitrate + Nitrite Nitrogen	SM 4500-NO ₃ ⁻ F 21 st ED	Drinking Water	18
	EPA 353.2	Non-potable Water	
Nitrate + Nitrite Nitrogen, Dissolved	SM 4500-NO ₃ ⁻ F 21 st ED	Drinking Water	18
	EPA 353.2	Non-potable Water	
Nitrite	SM 4500-NO ₂ ⁻ B 21 st ED	Drinking Water	28
	SM 4500-NO ₂ ⁻ B-2000	Non-potable Water	
Nitrite, Dissolved	SM 4500-NO ₂ ⁻ B 21 st ED	Drinking Water	28
	SM 4500-NO ₂ ⁻ B-2000	Non-potable Water	
Orthophosphate as Phosphate	EPA 365.1	Drinking Water	22
Orthophosphate as Phosphorus	SM 4500-P G-1999	Non-potable Water	22
Orthophosphate, Dissolved as Phosphate	EPA 365.1	Drinking Water	22
Orthophosphate, Dissolved as Phosphorus	SM 4500-P G-1999	Non-potable Water	22
pH	SM 4500-H ⁺ B 21 st ED	Drinking Water	15
	SM4500-H ⁺ B-2000	Non-potable Water	
Phaeophytin α	SM 10200 H-2001	Non-potable Water	15
Phosphorus as Phosphate	SM 4500P I 21 st ED	Drinking Water	20
Phosphorus as Phosphorus	EPA 365.1	Non-potable Water	20
Phosphorus as Phosphorus, Dissolved	EPA 365.1	Non-potable Water	20
Silica	SM 4500-SiO ₂ C 21 st ED	Drinking Water	41
	SM 4500-SiO ₂ C-1997	Non-potable Water	

FY19 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Silica, Dissolved	SM 4500-SiO ₂ C 21 st ED SM 4500-SiO ₂ C-1997	Drinking Water Non-potable Water	41
Solids, Suspended	SM 2540 D 21 st ED SM 2540 D-1997	Drinking Water Non-potable Water	25
Solids, Suspended Volatile ²	SM 2540 E 21 st ED SM 2540 E-1997	Drinking Water Non-potable Water	40
Solids, Total Dissolved	SM 2540 C 21 st ED SM 2540 C-1997	Drinking Water Non-potable Water	38
Solids, Total	SM 2540B 21 st ED SM 2540B-1997	Drinking Water Non-potable Water	31
Solids, Total Volatile ²	SM 2540 E 21 st ED SM 2540 E-1997	Drinking Water Non-potable Water	48
Sulfate	EPA 300.1	Drinking Water Non-potable Water	18
Total Organic Carbon (TOC)	SM 5310 C 21 st ED SM 5310 C-2000	Drinking Water Non-potable Water	22
Turbidity	SM 2130 B 21 st ED SM 2130 B-2001	Drinking Water Non-potable Water	20
UV Absorbance @ 254 nm	SM 5910 B 21 st ED SM 5910 B-2000	Drinking Water Non-potable Water	35
UV Absorbance @ 440 nm	MDH	Drinking Water Non-potable Water	35
UV Absorption, specific ³	Calculation	Drinking Water Non-potable Water	0

Microbiology

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Coliform – MPN – QT	SM 9223 B 21 st ED	Drinking Water	26
Coliform – PA	SM 9223 B 21 st ED	Drinking Water	17
Coliform – PA (Surface Source Waters)	SM 9223 B 21 st ED	Drinking Water	17
E. coli – MPN – QT	SM 9223 B-1997	Non-potable Water	26

² Includes price of Total Suspended Solids or Total Solids analysis.

³ Calculation. Requires UV Absorbance @ 254 nm & Dissolved Organic Carbon (DOC) for analysis.

FY19 PRICE LIST

Metals

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Aluminum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Aluminum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Antimony, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Arsenic, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Barium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Beryllium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Boron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Boron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Cadmium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cadmium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Calcium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO ₃	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Calcium as CaCO ₃ , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Chromium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Chromium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Cobalt, Dissolved	EPA 200.8	Drinking Water	16

FY19 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
	EPA 200.8, EPA 6020	Non-potable Water	
Copper	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Copper, Low Level, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Hardness	SM 2340 B 21 st ED SM 2340 B-1997	Drinking Water Non-potable Water	16
Hardness, Dissolved (6010B)	SM 2340B-1997	Non-potable Water	16
Iron	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Iron, Low Level	EPA 200.7	Drinking Water Non-potable Water	16
Iron, Low Level, Dissolved	EPA 200.7	Drinking Water Non-potable Water	16
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Lead	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lead, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Lithium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Magnesium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO ₃	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Magnesium as CaCO ₃ , Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Manganese	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Manganese, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Mercury 245.2, 1631	EPA 245.2, 1631	Drinking Water Non-potable Water	67

FY19 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Mercury 245.2, 1631, Dissolved	EPA 245.2, 1631	Drinking Water Non-potable Water	67
Methyl Mercury	EPA 1630	Non-potable Water	150
Methyl Mercury , Dissolved	EPA 1630	Non-potable Water	150
Mercury, Ultra Low Level	EPA 1631E	Drinking Water Non-potable Water	80
Mercury, Ultra Low Level, Dissolved	EPA 1631E	Drinking Water Non-potable Water	80
Metals Quick Scan (Not Regulatory Compliant)	MDH	Drinking Water Non-potable Water	7
Molybdenum	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Molybdenum, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Nickel, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Potassium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Potassium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Selenium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Selenium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Silver, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Sodium	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Sodium, Dissolved	EPA 200.7 EPA 200.7, EPA 6010B	Drinking Water Non-potable Water	16
Strontium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Strontium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Thallium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Titanium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

FY19 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Titanium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Uranium	EPA 200.8	Drinking Water Non-potable Water	25
Vanadium	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Vanadium, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Zinc, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

Radiochemistry

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Alpha and Beta, gross	MDH	Air Wipe	45
Alpha and Beta, gross	EPA 900.0	Drinking Water Non-potable Water	80
Alpha, gross	EPA 900.0	Drinking Water Non-potable Water	75
Gamma	SM 7120 B 21 st ED	Air Biological Materials Drinking Water Solid and Chem. Mat. Wipe	127
Gamma	SM 7120 B-1997	Non-potable Water	127
Ni-63 Wipes	MDH	Wipe	46
Radium 226/228	EPA 903.0/904.0	Drinking Water	220
Strontium, Milk	EPA 520/5-84-006	Biological Material	300
Strontium Solid Phase	SRW01VBS	Non-potable Water	180
Tritium	EPA 600/4-75-008	Drinking Water Non-potable Water	85

FY19 PRICE LIST

Organic Chemistry

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
1,4-Dioxane	MDH	Drinking Water Non-potable Water	125
BNAs in Water	EPA 508.1/EPA 525.2	Drinking Water	320
Carbamates in Water	EPA 531.1	Drinking Water	145
EDB & DBCP in Water	EPA 504.1	Drinking Water Non-potable Water	145
Glyphosate in Water	EPA 547	Drinking Water	125
HAA in Water	EPA 552.2	Drinking Water	230
Herbicides in Water	EPA 515.4	Drinking Water	240
PAHs in Water Full Scan Expanded List	EPA 8270D	Non-potable Water	500
PAHs in Water Full Scan Short List	EPA 8270D	Non-potable Water	500
PAHs in Water SIM Expanded List	EPA 8270D	Non-potable Water	500
PAHs in Water SIM Short List	EPA 8270D	Non-potable Water	500
PFAS	MDH	Drinking Water Non-potable Water	350
PFC Expanded List in Water	MDH	Drinking Water Non-potable Water	319
THMs in Water	EPA 524.2	Drinking Water	85
VOCs in Water 524, Low Level	EPA 524.2	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.2	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260B	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260B	Drinking Water Non-potable Water	95

FY19 PRICE LIST

Additional Analyses for Prior Approval

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Acrylamide in Water	MDH	Drinking Water Non-potable Water	TBD ⁴
Anatoxin-a Low Level	Abraxis Method 520060	Non-potable Water	175
Arsenic Speciation	MDH	Drinking Water	90
Arsenic Speciation, Dissolved	MDH	Drinking Water	90
Blood Metals	MDH	Biological Materials	TBD ⁴
BTZs and BTHs in Water	MDH	Non-potable Water	TBD ⁴
BPA and BPS in Solids	MDH	Solid and Chem. Mat.	TBD ⁴
Coliform – MPN – QT High Volume (Not Regulatory Compliant)	EPA 1103.1 (Not Regulatory Compliant)	Drinking Water	TBD ⁴
Cyanide in Whole Blood	MDH	Biological Materials	TBD ⁴
Drugs in Water	MDH	Non-potable Water	TBD ⁴
Designer Drug Panel	MDH	Biological Materials	TBD ⁴
Environmental Phenols in Urine	MDH	Biological Materials	TBD ⁴
Extractable Iron in Sediment	MDH	Solid and Chem. Mat.	45
Fatty Acids in Plasma	MDH	Biological Materials	TBD ⁴
Formaldehyde	MDH	Non-potable Water Solid and Chem. Mat.	TBD ⁴
HBCD	MDH	Solid and Chem. Mat.	TBD ⁴
Heterotrophic Plate Count	SimPlate	Drinking Water Non-potable Water	TBD ⁴
Mercury in Bloodspots	MDH	Biological Materials	TBD ⁴
Mercury in Urine	MDH	Biological Materials	TBD ⁴
Metals in Urine	MDH	Biological Materials	TBD ⁴
Microcystin	Abraxis Method 520011	Non-potable Water	60
Microcystin Potable	EPA 546	Drinking Water	55
Multi Drug Panel	MDH	Biological Materials	TBD ⁴
Opioid Panel	MDH	Biological Materials	TBD ⁴
PFCs in Serum	MDH	Biological Materials	TBD ⁴
Sand	Petrology of Sedimentary Rocks, 2 nd ED	Drinking Water Non-potable Water	50
Sulfide	SM 4500-S ²⁻ E-2000	Non-potable Water	45
Sulfide, Acid-Volatile	SM 4500-S ²⁻ J-2000	Solid and Chem. Mat.	65

⁴ Contact lab for current price.

FY19 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Tin	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Tin, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
VOCs in Blood/Serum	MDH	Biological Materials	TBD ⁴

FY19 PRICE LIST

Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY 19 Price (\$)
Administrative Consult ⁵	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 ⁵
Administrative Fee ⁶	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	Varies ⁶
Autoclave, Sample disposal	MDH	Air Drinking Water Non-potable Water	5
Civil Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	25
Criminal Chain of Custody	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	35
Developmental Rate ⁵	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat. Wipe	100 ⁵
Sample Containers ⁷	MDH	Air Drinking Water Non-potable Water Solid and Chem. Mat.	5 ⁷
Special Handling/Disposal Fee	MDH	Air Drinking Water Non-potable Water Wipe	20
Subcontract ⁸	MDH	Drinking Water Non-potable Water Solid and Chem. Mat.	Varies ⁸

⁵ This analysis is billed on a per hour basis.

⁶ This fee is charged per subcontracted sample and will range from \$5 to \$20 based on the total per sample subcontract amount.

⁷ Price is charged per sample container not returned to MDH PHLD Environmental Lab for analysis.

⁸ This analysis is billed based on subcontract lab fee for the analysis requested and the current MDH indirect rate.

Attachment 2

Maximum Analytical Times and Priority Options

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

[†]N/A= Not applicable

Days= Monday-Friday (excluding State Holidays)

Normal Business Hours= 8:00 a.m. to 4:30 p.m.

Analytical Time: Length of time elapsed between the time the laboratory receives the sample and sample request form and the time the analytical data is available to Minnesota Pollution Control Agency (MPCA).

* Priority samples are assessed a 50% surcharge

** Emergency samples are assessed a 100% surcharge when accepted and analyzed during regular laboratory business hours and are assessed a 150% surcharge at all other times.

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

Minnesota Department of Health (MDH) agrees to provide MPCA with a data report within five (5) days following completion of all analyses requested on the work order.

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

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

Attachment 3

Priority Analyses

Analysis Name	Reference Method	Method performed by MDH	Matrix
Total Suspended Solids	Approved Method for CWA	SM 2540 D-1997	Water
Total Volatile Suspended Solids	Approved Method for CWA	SM 2540 E-1997	Water
Total Phosphorus	Approved Method for CWA	EPA 365.1	Water
Nitrate+Nitrite-N	Approved Method for CWA	EPA 353.2, Rev 2.0	Water
PFC	Performance-based Method	MDH SOP	Water
VOCs	EPA Method 8260	EPA 8260B, Rev 2	Water
Chlorophyll-A	Std. Methods 10200 H	SM 10200 H-2001	Water
TKN, Kjeldahl Nitrogen, Total	Approved Method for CWA	EPA 351.2, Rev 2.0	Water
Turbidity	Approved Method for CWA	SM 2130 B-2001	Water
Orthophosphate	Approved Method for CWA	SM 4500P G-1999	Water
Ammonia	Approved Method for CWA	EPA 350.1, Rev 2.0	Water
E Coli	Approved Method for CWA	SM 9223 B-1997	Water
PAHs	EPA Method 8270	EPA 8270D, Rev 4	Water
		Hach 10360 Revision 1.2, September 2011	Water
BOD	Approved Method for CWA		
pH	Approved Method for CWA	SM 4500-H+B-2000	Water
Chloride by IC	Approved Method for CWA	EPA 300.1, Rev 1.0	Water
Sulfate by IC	Approved Method for CWA	EPA 300.1, Rev 1.0	Water
Magnesium, Total	Approved Method for CWA	EPA 200.7, Rev 4.4	Water
Calcium, Total	Approved Method for CWA	EPA 200.7, Rev 4.4	Water
Alkalinity, Total	Approved Method for CWA	SM 2320B-1997	Water
Hardness as CaCO ₃ - (Ca + Mg)	Approved Method for CWA	SM 2340B-1997	Water

Attachment 4

Business Rules

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

Attachment 5

Emergency Contact List

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

MINNESOTA POLLUTION CONTROL AGENCY:			
	WORK	HOME	PAGER/CELL
Jamie Wallerstedt Remediation, Closed Landfill Unit Supervisor	651-757-2094		
Dorene Fier-Tucker Remediation, Emergency Management Unit Supervisor	651-757-2161		612-840-4684
Jennifer Thoreson Environmental Analysis & Outcomes, WQ QAC Wastewater Lab Certification Program Manager	651-757-2805		
Bill Scruton Environmental Analysis & Outcomes, QAC	651-757-2710		612-750-4629
Gerald Blaha Environmental Analysis & Outcomes	651-757-2234	651-292-1403	
Sandy McDonald Environmental Analysis & Outcomes, QAC	651-757-2560		612-226-8870
Luke Charpentier Environmental Analysis & Outcomes, Quality Unit Supervisor	651-757-2268		651-387-9804

State of Minnesota

SWIFT Contract No.: 144023
Purchase Order No.: 3000021431
Agency Interest ID: 20595
Project Activity No.: PRO20180002

Contract Start Date:	07-01-2018	Total Contract Amount:	\$ 2,000,000.00
Original Contract Expiration Date:	06-30-2019	Original Contract:	\$ 2,000,000.00
Current Contract Expiration Date:	06-30-2019	Previous Amendment(s) Total:	\$ 0
Requested Contract Expiration Date:	N/A	This Amendment:	\$ 0

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

Recitals

1. The MPCA has an Interagency Agreement (Agreement) with MDH identified as SWIFT Contract Number 144023 ("Original Contract") to provide environmental sample analysis.
2. The Agreement is being amended to update Attachment 3 to reflect an additional analysis, update methods performed, and the deletion of an analysis.
3. The MPCA and MDH are willing to amend the Original Agreement as stated below.

Contract Amendment

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

REVISION 1. Clause 2.A. 23. "**MDH Duties**" is amended as follows:

MDH shall seek and obtain all relevant certifications from nationally recognized laboratory certification authorities, acceptable to the MPCA, for the list of priority analyses provided in Revised Attachment 3, which is attached and incorporated into this Agreement. MDH shall keep the MPCA Principal Liaison informed of the status of this certification process through the submittal of quarterly status reports.

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

Date: 1/9/19

SWIFT Contract No. 144023

3. MINNESOTA POLLUTION CONTROL AGENCY

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

By: [Signature]

(with delegated authority)
Title: Asst Division Director

Date: 1-9-19

2. MINNESOTA DEPARTMENT OF HEALTH

By: [Signature]

Title: Accounting Supervisor Principal

Date: 1/9/19

Revised Attachment 3

Priority Analyses for Certification

Analysis Name	Reference Method	Method performed by MDH	Matrix
Total Suspended Solids	Approved Method for CWA	SM 2540 D-1997	Water
Total Volatile Suspended Solids	Approved Method for CWA	SM 2540 E-1997	Water
Total Phosphorus	Approved Method for CWA	EPA 365.1, Rev 2.0	Water
Nitrate + Nitrite-N	Approved Method for CWA	EPA 353.2, Rev 2.0	Water
PFC	Performance-based Method	MDH SOP	Water
VOCs	EPA Method 8260	EPA 8260B, Rev 2 EPA 8260D, Rev 4	Water
Chlorophyll-A	Std. Methods 10200 H	SM 10200 H-2001	Water
TKN, Kjeldahl Nitrogen, Total	Approved Method for CWA	EPA 351.2, Rev 2.0	Water
Turbidity	Approved Method for CWA	SM 2130 B-2001	Water
Orthophosphate	Approved Method for CWA	SM 4500P G-1999	Water
Ammonia	Approved Method for CWA	EPA 350.1, Rev 2.0	Water
E Coli	Approved Method for CWA	SM 9223 B-1997	Water
PAHs	EPA Method 8270	EPA 8270D, Rev 4	Water
BOD	Approved Method for CWA	Hach 10360 Revision 1.2, September 2011	Water
pH	Approved Method for CWA	SM 4500-H+B-2000	Water
Chloride by IC	Approved Method for CWA	EPA 300.1, Rev 1.0	Water
Sulfate by IC	Approved Method for CWA	EPA 300.1, Rev 1.0	Water
Magnesium, Total	Approved Method for CWA	EPA 200.7, Rev 4.4	Water
Calcium, Total	Approved Method for CWA	EPA 200.7, Rev 4.4	Water
Alkalinity, Total	Approved Method for CWA	SM 2320B-1997	Water
Hardness as CaCO ₃ - (Ca + Mg)	Approved Method for CWA	SM 2340B-1997	Water
<u>1,4-Dioxane</u>	<u>Performance-based Method</u>	<u>MDH SOP</u>	<u>Water</u>

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

SWIFT Contract No.: 156913
Purchase Order No.: 3000023984
Agency Interest ID No.: 224243
Activity ID No.: PRO20190001

For Assistance Related to Implementation of the 3M Settlement Agreement

This Agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("MPCA"), the **Minnesota Department of Natural Resources**, 500 Lafayette Road, St Paul, MN 55155 ("DNR"), and the **Minnesota Department of Health**, 601 Robert Street North, St. Paul, MN 55155 ("MDH").

Recitals/Background

- A. On February 20, 2018, the Minnesota Pollution Control Agency (MPCA) and the Minnesota Department of Natural Resources (DNR) entered into an Agreement and Order with 3M Company (3M) (3M Settlement Agreement) to settle the State's natural resource damage lawsuit in *State v. 3M Company* related to releases of perfluorinated chemicals [PFCs, also referred to as per- and polyfluoroalkyl substances (PFAS)] in soil and groundwater at and from the 3M Cottage Grove, Woodbury, and Oakdale disposal sites.
- B. Under the 3M Settlement Agreement, 3M provided a Grant to the MPCA and DNR to be used for clean drinking water and natural resource projects in the East Metropolitan Area in accordance with the priorities specified in the 3M Settlement Agreement.
- C. The MPCA and DNR have established the Government and 3M Working Group and the Citizen-Business Group to help identify and recommend projects to the MPCA and the DNR for funding from the Grant. The MPCA and the DNR have also established the Drinking Water Supply Technical Subgroup (Subgroup 1) which includes drinking water and groundwater professionals to analyze options and deliver assessments and advice to the MPCA and the DNR and to the working groups.
- D. In order to implement the 3M Settlement Agreement, the MPCA and the DNR need assistance from the Minnesota Department of Health (MDH) to help ensure that new or modified drinking water supply systems that will be funded under the 3M Settlement Agreement meet the standards of the federal Safe Drinking Water Act, are in accordance with MDH statutes and rules, and are designed and constructed using sound engineering and construction practices. MDH assistance is also needed to help the MPCA and DNR evaluate the impacts of groundwater use, reuse, and recharge.

Agreement

1. Term of Agreement

- 1.1. Effective date:** May 14, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2. Expiration date:** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

2.1. MDH Duties:

- (a)** MDH shall assign an Engineer(s) [up to 1.0 full-time-equivalent (FTE)] and a Hydrologist(s) [up to 0.5 FTE] to assist the MPCA and DNR under this Interagency Agreement.
- (b)** Tasks of the Engineer(s) and/or Hydrologist(s) under this Agreement will vary over the term of this Agreement. Specific tasks for each 6-month period will be described in work plans that are developed and approved as described in Clause 2.3 below. Examples of tasks under this Agreement may include:
 - Review plans and specifications for public water supply systems to determine whether the plans and specifications meet the standards of the federal Safe Drinking Water Act, are in accordance with MDH statutes and rules, will be able to treat PFCs, and are designed in accordance with sound engineering and construction practices, and provide advice and recommendations to the MPCA and DNR on MDH's plans and specifications review.
 - Conduct on-site visits and final inspections of projects implemented under the 3M Settlement Agreement, as needed, to assess the degree of completion and compliance with the approved plans and specifications and provide written advice and recommendations to the MPCA and DNR on the inspections.
 - Review and discuss with MPCA and DNR current and potential options for water sources, water distribution systems, pumping stations, treatment facilities, and storage facilities to provide clean drinking water in the East Metropolitan Area.
 - Attend meetings of the Government and 3M Working Group and the Citizen-Business Group and technical subgroup(s) and make presentations, as requested by MPCA and DNR.
 - Help the MPCA and DNR evaluate the impacts of proposed groundwater use, reuse, and recharge.
 - Submit a report to the MPCA and DNR every six months (due January 10 and July 10 of every year) describing work completed during the previous six month period.

2.2. MPCA and DNR Duties

- (a)** The MPCA will administer payments to MDH under this Agreement on behalf of the MPCA and DNR.
- (b)** The MPCA and DNR will review and approve MDH work plans.
- (c)** The MPCA will review and approve expenditures for MDH services provided under this Agreement on behalf of the MPCA and DNR.
- (d)** The MPCA will oversee delivery of services provided by MDH under this Agreement on behalf of the MPCA and DNR.

2.3. Work Plan Approval Process.

- (a)** MDH will submit an initial Staffing Plan Proposal for approval from the MPCA and DNR that outlines the high level tasks, level of effort (up to 1.5 FTE), staff names and qualifications and estimated salary amount until the end of the agreement term. Further task and staff modifications will be included in the work plans.
- (b)** MDH work plans will be developed and approved approximately every six months, as defined in 2.3(b)(i) and 2.3(b)(ii) below, to describe work to be completed during the next 6-month period. The work plan shall include: major tasks, level of effort (up to 1.5 FTE), changes to assigned staff, their qualifications and salary rate. All tasks in the work plans will fall within the scope of work outlined in this Agreement.
 - i. MPCA, DNR, and MDH will meet to identify specific tasks to be implemented by MDH during the next 6-month period.
 - ii. MDH will then submit a written work plan to MPCA and DNR for review and approval for the next six month period.

3. Considerations and Payment

3.1. MPCA will reimburse MDH for staff costs, not to exceed \$30,000.00 (Thirty Thousand Dollars and Zero Cents), for work under this Agreement from July 1, 2018 – May 2, 2019. MPCA will promptly pay MDH after MDH presents an itemized invoice for the services actually performed and MPCA's Authorized Representative accepts the invoiced services. Invoice(s) must be emailed to mPCA.ap@state.mn.us (subject line MDH and invoice #), and contain the following information:

- Staff name
- State Purchase Order Number
- MPCA Project Manager
- Invoicing Period (actual working period)
- Total hours spent performing work under this Agreement from July 1, 2018 – May 2, 2019
- Classification and hourly pay rate
- Brief narrative discussing tasks completed during time period that include time by staff person, type of activity, date completed, and time spent on each activity.

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

3.2. Starting May 3, 2019, MDH will enter into an Inter-Agency Request for State Employee Services agreement with MPCA and directly draw from the MPCA 3M Water Quality Sustainability account within the Remediation fund for payment of staff (up to 1.5 FTE) under this Interagency Agreement. The following information must be included:

- Staff name
- Invoicing Period (actual working period)
- Individual staff hours broken down by pay period spent performing work under this Agreement
- Classification and hourly pay rate
- Brief narrative discussing tasks completed during time period that include time by staff person, type of activity, date completed, and time spent on each activity.

4. Conditions of Payment

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

5. Authorized Representative

MPCA's Authorized Representative is **Kathryn Sather**, Division Director, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2691, Kathryn.Sather@state.mn.us, or her successor.

DNR's Authorized Representative is **Steve Colvin**, Division Director, 500 Lafayette Road, St Paul, MN 55155, 651-259-5709, Steve.Colvin@state.mn.us, or his successor.

MDH's Authorized Representative is **Tom Hogan**, Division Director, 625 Robert St N, St. Paul, MN 55164, 651-201-4675, Tom.Hogan@state.mn.us, or his successor.

6. Amendments

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

7. Change Orders

If MPCA's Project Manager or MDH'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 MPCA's Project Manager and MDH'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. MPCA 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 to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

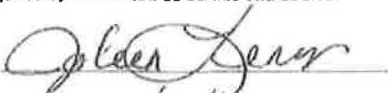
9. Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:



Date:

5/14/19

3. Department of Natural Resources

By:

(with delegated authority)

Title:

Director

Date:

5/16/19

2. Minnesota Department of Health

By: Carmen Patton-Minder
Digitally signed by Carmen Patton-Minder
Date: 2019.05.16 07:45:50 -05'00'

(With delegated authority)

Title: Interim Financial Management Director

Date: 5/16/2019

4. Minnesota Pollution Control Agency

By: Doug Wetstein

(with delegated authority)

Title: Asst. Division Director

Date: 5/21/2019



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: _____

N/A

Title: _____

Date: _____

3. MINNESOTA DEPARTMENT OF NATURAL RESOURCE

By: _____

(With delegated authority)

Title: Director Lands and Minerals

Date: 6-27-18

2. MINNESOTA POLLUTION CONTROL AGENCY

By: _____

(With delegated authority)

Title: Asst Division Director

Date: 6-28-18

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the **Minnesota Department of Natural Resources (MNDNR)**, 500 Lafayette Road North, St. Paul, MN 55155 and **Minnesota Pollution Control Agency (MPCA)**, 520 Lafayette Road North, St. Paul, MN 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, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

2.1 Purchase: MPCA will purchase software, licenses, and remote connection security accessories for the EQUIS Data Management System and invoice MNDNR for reimbursement of MNDNR's share of costs.

2.2 Maintenance: MPCA will maintain the hardware and software systems that allow designated MNDNR staff to remotely access (Citrix) and use the EQUIS software and database.

In the event that MNDNR experiences software issues during use of the EQUIS system, MNDNR will contact the MPCA's EQUIS **Technical Representative, Jim Porter, 520 Lafayette Road North, St. Paul, MN 55155; 651-757-2654; jim.porter@state.mn.us**, or his successor. If the MPCA's EQUIS Technical Representative changes at any time during this agreement, the MPCA will notify MNDNR in writing.

The MPCA will respond to issues and problems raised by MNDNR with the same priority as issues and problems raised by MPCA staff. The EQUIS software vendor, EarthSoft, Inc., has requested that a limited number of named MPCA employees have direct contact with its help desk and staff. Therefore, MNDNR issues and problems shall be reported to the MPCA's EQUIS Technical Representative or the MPCA's Authorized Representative under this contract so that they can be communicated to EarthSoft, Inc., in a manner and format consistent with MPCA communications.

MPCA reserves the right to request reimbursement from MNDNR for additional licenses attributable to MNDNR needs and for costs arising from unforeseen issues or problems that require a substantial increase in MPCA staff time to resolve.

2.3 Security: Each MNDNR staff person with access to EQUIS through the MPCA's network must complete and sign MPCA's MN.IT (Office of Enterprise Technology) Computer Request Form, which can be obtained from the MPCA's EQUIS Technical Representative or the MPCA's Authorized Representative under this contract. In the event that an authorized MNDNR employee with access to MPCA's computer systems leaves MNDNR employment or is re-assigned, MNDNR will provide in a timely manner written notification to MPCA of the employment status change so that appropriate actions can be taken to properly prevent further access to that employee's account.

2.4 Data Stewardship: MNDNR data will be assigned its own "facility" code within EQUIS, thereby allowing MNDNR to manage its data separately from MPCA data. MNDNR will have both read and write access to the MNDNR facility for entry and management of MNDNR data. MNDNR will have

read-only access to all other facility codes (e.g. the MPCA facility) within EQuIS. With the exception of MPCA's EQuIS administrators, MPCA staff will have access to MNDNR data as indicated in the table below.

Facility Code	Description	Security
MNDNR AGW	MNDNR Ambient Groundwater facility	MPCA read-only access

3. Consideration and Payment

3.1 Payments under this agreement are limited to annual costs associated with MNDNR's usage of the EQuIS Data Management System and additional technical support. MNDNR will pay MPCA for these costs upon receipt of an invoice from MPCA. In the event that MNDNR's usage substantially increases, decreases or changes in nature, either party to this contract may initiate a contract amendment to reflect changes in needs, services or costs.

3.2 Upon execution of this agreement and receipt of MPCA's invoice, MNDNR shall submit payment according to costs in Table 1 for projected costs for Fiscal Year 2019.

Table 1. Annual Costs – State Fiscal Year 2019

Item	Timeline	Cost
EMC Software License RSA MGR BASE (10 of)	7/1/2018 – 6/30/2019	\$200
EQuIS Annual Maintenance and Support Fee	7/1/2018 – 6/30/2019	\$2,300
Additional Hardware, Licensing, Upgrades, Training	7/1/2018 – 6/30/2019	\$1,500
MPCA-supplied staff support	7/1/2018 – 6/30/2019	\$3,000
MN.IT@PCA-supplied staff support	7/1/2018 – 6/30/2019	\$2,000
Contingency for unforeseen costs	7/1/2018 – 6/30/2019	\$1,000
TOTAL	\$10,000.00	\$10,000.00

3.3 Upon receipt of an MPCA invoice, MNDNR shall submit payment according to costs in Table 2 for projected costs for Fiscal Year 2020.

Table 2. Annual Costs – State Fiscal Year 2020

Item	Timeline	Cost
EMC Software License RSA MGR BASE (10 of)	7/1/2019 – 6/30/2020	\$200
EQuIS Annual Maintenance and Support Fee	7/1/2019 – 6/30/2020	\$2,300
Additional Hardware, Licensing, Upgrades, Training	7/1/2019 – 6/30/2020	\$1,500
MPCA-supplied staff support	7/1/2019 – 6/30/2020	\$3,000
MN.IT@PCA-supplied staff support	7/1/2019 – 6/30/2020	\$2,000
Contingency for unforeseen costs	7/1/2019 – 6/30/2020	\$1,000
TOTAL		\$10,000.00

3.4 The total obligation of MNDNR for all compensation and reimbursements to MPCA under this contract will not exceed **\$20,000.00 (twenty thousand dollars)**.

4. Conditions of Payment

Access to and maintenance of the EQuIS Data Management System and the basis for invoices provided by the MPCA under this contract must be provided to MNDNR's satisfaction, as determined at the sole

discretion of MNDNR's Authorized Representative.

5. Authorized Representative

MNDNR's Authorized Representative is **Todd Petersen, 500 Lafayette Road North, Saint Paul, MN 55155; 651-259-5698; todd.petersen@state.mn.us**, or his successor.

MPCA's Authorized Representative is **David Vaaler, 520 Lafayette Road North, Saint Paul, MN 55155; 651-757-2400; David.Vaaler@state.mn.us**, or his successor.

6. Amendments

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

7. Liability

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

8. Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

By: Felicia Barnes


Title: Accounting Officer Sr

Date: 7/27/2018

SWIFT Contract #: 145375

PO#: 3000138245

3. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: 
(With delegated authority)

Title: Director

Date: 7/27/18

2. MINNESOTA POLLUTION CONTROL AGENCY

By: Christine Everson
(With delegated authority)

Title: Air Division Director

Date: 8-3-18

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Recitals

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

1. Term of Agreement

1.1 Effective date: *September 24, 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

2.1 MPCA Responsibilities:

- A. The MPCA as co-trustee with DNR, and in cooperation with the DNR, will identify the need to conduct pre-assessment, injury/quantification, assessment, restoration planning, case management, and other activities associated with NRDA sites located in Minnesota.
- B. The MPCA's NRDA expenditure budget, **Attachment A**, which is attached and incorporated into this Agreement, is based on anticipated contract work order needs, staff training, and expenses for the upcoming fiscal year. Work order activities include NRDA tasks such as the pre-assessment, injury/quantification, assessment, restoration planning, and other needs that are within the scope of the MPCA's master contracts. All staff training and expenses must be approved by the DNR/MPCA NRDA Management Team.

- C. The DNR/MPCA NRDA Management Team shall review and approve the NRDA expenditure budget, **Attachment A**, which is attached and incorporated into this Agreement. Once the Agreement is executed, Attachment A will be fully incorporated into this Agreement, and funded to the extent authorized by DNR. Upon execution of the Agreement, the MPCA will submit a SWIFT invoice to DNR to provide the funds to the MPCA.
- D. The MPCA will submit draft work orders to the DNR for review, and either party may negotiate changes before final execution of any work order.
- E. The MPCA will provide timely deliverables as described in each work order, including regular progress reports, to the NRDA Management Team.
- F. The MPCA will review invoices and make timely payments to the contractors.
- G. The MPCA will track and report the remaining funds at the end of the fiscal year that were provided to the MPCA for NRDA expenditures.

2.2 DNR Responsibilities:

- A. The DNR will administer financial transfers to the MPCA for costs of NRDA actions, including MPCA staffing and training and MPCA's master contractors conducting NRDA assessments, which require approval by the NRDA Management Team.
- B. As part of the NRDA Management Team, the DNR will review and approve the annual expenditures worksheet, Attachment A. Once approved, Attachment A, will be fully incorporated into this Agreement and funded to the extent authorized by the DNR.
- C. The DNR may identify the need to conduct pre-assessment, injury/quantification, assessment, and restoration planning, case management, and other activities associated with NRDA sites located in Minnesota. DNR will coordinate with MPCA to utilize MPCA master contractors where cooperative funding by DNR would be appropriate.
- D. If the DNR takes the lead in writing the work order scope, the MPCA will review and approve the scope before the work order is final and fully incorporated into this Agreement.
- E. The DNR will participate in oversight of the delivery of work order products and in other activities related to each NRDA to the extent that the Parties have agreed to on a project-by-project basis.
- F. The MPCA and DNR will work collaboratively to identify future NRDA sites, assessment needs and implementation expenditures.

3 Consideration and Payment

Upon execution of the Agreement, the MPCA will send an invoice (SWIFT) to the DNR. The DNR shall encumber and promptly pay the MPCA invoice upon receipt. The total obligation of DNR to the MPCA under this Agreement will not exceed **\$93,214.28 (Ninety Three Thousand Two Hundred Fourteen Dollars and Twenty Eight Cents)**.

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

4 Conditions of Payment

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

5 Authorized Representatives

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

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

6 Amendments

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

7 Liability

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

8 Termination

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

1. State Encumbrance Verification

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

Signed: Felicia Barnes

Date: 9/20/2018

SWIFT Contract Number: 148051/3000141418

2. Minnesota Department of Natural Resources

Signed: [Signature]

Title: Director, Ecological + Water Resources

Date: 9/21/18

3. Minnesota Pollution Control Agency

Signed: Christine Carlson

(With delegated authority.)

Title: Asst. Division Director

Date: 9-21-18

Estimated Annual Budget

for MPCA/DNR Interagency Agreement

Minnesota Department of Natural Resources (DNR)

Doc Type: Contract

Program:	Natural Resource Damage Assessment	Fiscal Year:	2019
MPCA Authorized Representative:	Kathy Sather	Phone:	651-757-2691
DNR Authorized Representative:	Julie Ekman	Phone:	651-259-5674
Prepared by:	Susan Johnson	Phone:	218-302-6601

Estimated Annual Budget (add/delete rows as needed)

	Project or Task (if known)	MPCA amount	DNR amount
1.	Fiscal year 2018 balance remaining	\$12,624.72	
2.	St. Regis FY19		\$54,414.00
3.	Douglas Manufacturing or other new case (with approval)		\$40,000.00
4.	Emergency funds for spills	(\$10,000.00)	
5.	Training for Phil Monson-DOI NRDA course	(\$1,425.00)	
	Each Agency Totals:	\$1,199.72	\$94,414.00
	Total Amount requested (DNR Total minus MPCA Total):		\$93,214.28

Copies to: Susan Johnson, Program Coordinator, MPCA
Julie Ekman, Section Manager, Conservation Assistance and Regulations, DNR
Stève Colvin, Director, Ecological and Water Resources, DNR
Hans Neve, Manager, Closed Landfill and Emergency Management Section, MPCA

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 2.1 **Effective date: February 28, 2019**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 2.2 **Expiration date: December 31, 2024**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MPCA requests services for the installation of new video surveillance and access control systems. This includes assistance with updating and troubleshooting current systems.

Physical security is to include:

- Assist with site review and quotes from vendor.
- Installation of video surveillance and badge access systems.
- Provide maintenance and updates to systems.
- Troubleshoot issues and assist with solutions as needed.
- Provide documentation of systems.
- Provide liaison with MNIT Enterprise for services.
- Provide IT facilities project coordination to communicate and coordinate system installs.

MPCA Responsibilities:

- Approval and Procurement of systems.
- Permit access to systems and buildings for installation and troubleshooting.
- Send email requests for security work via email at mnitservices.dnr@state.mn.us.
- Emergencies should be a phone call or email to Security Admin and cc: Manager.
- Responsible for defining security policies and guidelines for MPCA

MNIT DNR Responsibilities:

- Maintain physical security standards set by MPCA.
- MNIT DNR will consult MPCA on any changes required for systems.
- Assist or provide input on new site installs.
- Configure and install systems procured by MPCA including: servers, cameras, software and other security related equipment.
- Provide documentation and maps of site configuration.

- Assist with surplus of systems as needed.
- Manage security projects and provide communication and updates.
- Provide on-going and support of systems.

3 Consideration and Payment

All fees will be charged using current MMB approved MNIT DNR professional service rates (\$85.00 per hour) and will not exceed **\$39,100.00 (Thirty Nine Thousand One Hundred Dollars and Zero Cents)**.

4 Conditions of Payment

All services provided by MNIT DNR for security under this Agreement must be performed to MPCA's satisfaction, as determined at the sole discretion of MPCA's Authorized Representative or his/her delegate.

5 Authorized Representative

MPCA's Authorized Representative is Christine Everson, Assistant Division Director of Operations, 520 Lafayette Road North, St. Paul, Minnesota 55155, 651-757-2782, chris.everson@state.mn.us or her successor.

MNIT DNR's Authorized Representative is Jenna Covey, MNIT DNR Chief Business Technology Officer, 500 Lafayette Road North, St. Paul, Minnesota 55155, 651-259-5476, jenna.covey@state.mn.us or her successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]

Date: Feb 27, 2019

2. MNIT DNR

By: [Signature]
(With delegated authority)

Title: CBTO

Date: 2/25/2019

3. MPCA

By: [Signature]
(with delegated authority)

Title: Asst Division Director

Date: 2-27-19

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

SWIFT Contract No.: 154571
Purchase Order No.: 3000023754
Agency Interest ID No.: 40713
Activity ID No.: PRO20190001

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

Agreement

1. Term of Agreement

- 1.1 Effective date:** April 17, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 Expiration date:** June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

DNR will purchase the following equipment to use in place of the equivalent gasoline-powered equipment:

- Twenty-three electric/battery-powered line trimmers
- Twenty-seven electric/battery-powered chain saws
- Fourteen electric/battery-powered leaf blowers
- Fourteen electric/battery-powered pole saws
- Two electric/battery-powered push mowers

Rendering Inoperable. Replaced gasoline equipment must be scrapped, recycled or rendered inoperable before an invoice can be submitted to be eligible for the 50% (Fifty percent) match as outlined in 3.1(a) Compensation. Acceptable methods consist of one of the following: disposing of gasoline equipment at a scrap yard or recycling facility, or drilling a hole in the motor to render the gasoline equipment inoperable. Other acceptable scrappage methods may be considered, but require prior written approval from the MPCA.

3. Consideration and Payment

3.1 Consideration. MPCA will pay for all services performed by DNR under this agreement as follows:

(a) Compensation. DNR will be reimbursed for approved project expenses upon completion of the project. DNR certifies they will provide:

- No less than 50% (Fifty percent) of the total project cost as cash match for pieces of gasoline equipment scrapped, recycled, or rendered inoperable.
- No less than 70% (Seventy percent) of the total project cost as cash match for pieces of gasoline equipment that will be kept.

(a) Total Obligation. The total obligation of MPCA for all compensation and reimbursements to DNR under this agreement will not exceed \$12,710.00 (Twelve Thousand Seven Hundred Ten Dollars and Zero Cents).

3.2 Payment

(a) Invoices. MPCA will promptly pay DNR after DNR presents an itemized invoice for the services actually performed and MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: upon completion of services.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Agency (DNR)
- DNR's Project Manager
- Grant Amount
- Invoice Number
- Invoice Date
- MPCA Project Manager
- SWIFT Contract Number
- Purchase Order Number
- Copy of your paid in full invoice(s)
- Full list of electric/battery-powered equipment purchased to include status of gasoline-powered equivalent (scrapped, recycled, rendered inoperable, or kept)
- Signed certificate(s) verifying gasoline equipment has been scrapped or recycled or photographs of the inoperable equipment, if applicable.

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

4. Conditions of Payment

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

5. Authorized Representative

MPCA's Authorized Representative is **Kari Cantarero**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2875, kari.cantarero@state.mn.us, or her successor.

DNR's Authorized Representative is **Paul Hansen**, 21371 State Highway 15, New Ulm, MN 56073, 507-359-6063, paul.j.hansen@state.mn.us, or his successor.

6. Amendments and Change Orders

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

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

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

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: Buys

Date: 4/18/19

SWIFT Contract #: 154571

PO#: 3000023754

3. MINNESOTA POLLUTION CONTROL AGENCY

By: 
(With delegated authority)

Title: Asst. Dir. in Charge

Date: 4/22/19

2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: 
(With delegated authority)

Title: Admin Mgr

Date: 4/19/19



MINNESOTA POLLUTION
CONTROL AGENCY

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

STATE OF MINNESOTA INTERAGENCY AGREEMENT

SWIFT Contract No.: 155103
Purchase Order No.: 3000023618
Agency Interest ID No.: 100808
Activity ID No.: PRO20190001

This Agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN, 55155 ("MPCA") and the **Minnesota Department of Natural Resources- Split Rock Lighthouse State Park**, 3755 Split Rock Lighthouse Rd, Two Harbors, MN 55616 ("DNR").

Agreement

1. Term of Agreement

1.1 Effective date: April 15, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Expiration date: June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

DNR will purchase the following equipment to use in place of the equivalent gasoline-powered equipment:

- Two electric/battery-powered chainsaws
- Two electric/battery-powered power heads
- One pole saw attachment
- Two trimmer attachments
- One 31' extension pole attachment

Rendering Inoperable. Replaced gasoline equipment must be scrapped, recycled or rendered inoperable before an invoice can be submitted to be eligible for the 50% (Fifty percent) match as outlined in 3.1(a) Compensation. Acceptable methods consist of one of the following: disposing of gasoline equipment at a scrap yard or recycling facility, or drilling a hole in the motor to render the gasoline equipment inoperable. Other acceptable scrappage methods may be considered, but require prior written approval from the MPCA.

3. Consideration and Payment

3.1 Consideration. MPCA will pay for all services performed by DNR under this agreement as follows:

(a) Compensation. DNR will be reimbursed for approved project expenses upon completion of the project. DNR certifies they will provide:

- No less than 50% (Fifty percent) of the total project cost as cash match for pieces of gasoline equipment scrapped, recycled, or rendered inoperable.
- No less than 70% (Seventy percent) of the total project cost as cash match for pieces of gasoline equipment that will be kept.

(a) Total Obligation. The total obligation of MPCA for all compensation and reimbursements to DNR under this agreement will not exceed \$601.00 (Six Hundred One Dollar and Zero Cents).

3.2 Payment

(a) Invoices. MPCA will promptly pay DNR after DNR presents an itemized invoice for the services actually performed and MPCA's Authorized Representative accepts the invoiced services.

Invoices must be submitted timely and according to the following schedule: upon completion of services.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Agency (DNR)
- DNR's Project Manager
- Grant Amount
- Invoice Number
- Invoice Date
- MPCA Project Manager
- SWIFT Contract Number
- Purchase Order Number
- Copy of your paid in full invoice(s)
- Full list of electric/battery-powered equipment purchased to include status of gasoline-powered equivalent (scrapped, recycled, rendered inoperable, or kept)
- Signed certificate(s) verifying gasoline equipment has been scrapped or recycled or photographs of the inoperable equipment, if applicable.

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

4. Conditions of Payment

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

5. Authorized Representative

MPCA's Authorized Representative is **Kari Cantarero**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2875, kari.cantarero@state.mn.us, or her successor.

DOC's Authorized Representative is **Heather Taylor**, 3755 Split Rock Lighthouse Rd, Two Harbors, MN 55616, 218-595-7621, heather.taylor@state.mn.us, or her successor.

6. Amendments and Change Orders

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

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

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

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: [Signature]

Title: Buyer

Date: 4/15/19

SWIFT Contract #: 155103

PO#: 3000023618

3. MINNESOTA POLLUTION CONTROL AGENCY

By: [Signature]

(With delegated authority)

Title: Asst. Division Director

Date: 4/22/19

2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: [Signature]

(With delegated authority)

Title: Admin Mgr.

Date: 4/19/19

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

SWIFT Contract No.: 156913
Purchase Order No.: 3000023984
Agency Interest ID No.: 224243
Activity ID No.: PRO20190001

For Assistance Related to Implementation of the 3M Settlement Agreement

This Agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 ("MPCA"), the **Minnesota Department of Natural Resources**, 500 Lafayette Road, St Paul, MN 55155 ("DNR"), and the **Minnesota Department of Health**, 601 Robert Street North, St. Paul, MN 55155 ("MDH").

Recitals/Background

- A. On February 20, 2018, the Minnesota Pollution Control Agency (MPCA) and the Minnesota Department of Natural Resources (DNR) entered into an Agreement and Order with 3M Company (3M) (3M Settlement Agreement) to settle the State's natural resource damage lawsuit in *State v. 3M Company* related to releases of perfluorinated chemicals [PFCs, also referred to as per- and polyfluoroalkyl substances (PFAS)] in soil and groundwater at and from the 3M Cottage Grove, Woodbury, and Oakdale disposal sites.
- B. Under the 3M Settlement Agreement, 3M provided a Grant to the MPCA and DNR to be used for clean drinking water and natural resource projects in the East Metropolitan Area in accordance with the priorities specified in the 3M Settlement Agreement.
- C. The MPCA and DNR have established the Government and 3M Working Group and the Citizen-Business Group to help identify and recommend projects to the MPCA and the DNR for funding from the Grant. The MPCA and the DNR have also established the Drinking Water Supply Technical Subgroup (Subgroup 1) which includes drinking water and groundwater professionals to analyze options and deliver assessments and advice to the MPCA and the DNR and to the working groups.
- D. In order to implement the 3M Settlement Agreement, the MPCA and the DNR need assistance from the Minnesota Department of Health (MDH) to help ensure that new or modified drinking water supply systems that will be funded under the 3M Settlement Agreement meet the standards of the federal Safe Drinking Water Act, are in accordance with MDH statutes and rules, and are designed and constructed using sound engineering and construction practices. MDH assistance is also needed to help the MPCA and DNR evaluate the impacts of groundwater use, reuse, and recharge.

Agreement

1. Term of Agreement

- 1.1. Effective date:** May 14, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2. Expiration date:** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

2.1. MDH Duties:

- (a)** MDH shall assign an Engineer(s) [up to 1.0 full-time-equivalent (FTE)] and a Hydrologist(s) [up to 0.5 FTE] to assist the MPCA and DNR under this Interagency Agreement.
- (b)** Tasks of the Engineer(s) and/or Hydrologist(s) under this Agreement will vary over the term of this Agreement. Specific tasks for each 6-month period will be described in work plans that are developed and approved as described in Clause 2.3 below. Examples of tasks under this Agreement may include:
 - Review plans and specifications for public water supply systems to determine whether the plans and specifications meet the standards of the federal Safe Drinking Water Act, are in accordance with MDH statutes and rules, will be able to treat PFCs, and are designed in accordance with sound engineering and construction practices, and provide advice and recommendations to the MPCA and DNR on MDH's plans and specifications review.
 - Conduct on-site visits and final inspections of projects implemented under the 3M Settlement Agreement, as needed, to assess the degree of completion and compliance with the approved plans and specifications and provide written advice and recommendations to the MPCA and DNR on the inspections.
 - Review and discuss with MPCA and DNR current and potential options for water sources, water distribution systems, pumping stations, treatment facilities, and storage facilities to provide clean drinking water in the East Metropolitan Area.
 - Attend meetings of the Government and 3M Working Group and the Citizen-Business Group and technical subgroup(s) and make presentations, as requested by MPCA and DNR.
 - Help the MPCA and DNR evaluate the impacts of proposed groundwater use, reuse, and recharge.
 - Submit a report to the MPCA and DNR every six months (due January 10 and July 10 of every year) describing work completed during the previous six month period.

2.2. MPCA and DNR Duties

- (a)** The MPCA will administer payments to MDH under this Agreement on behalf of the MPCA and DNR.
- (b)** The MPCA and DNR will review and approve MDH work plans.
- (c)** The MPCA will review and approve expenditures for MDH services provided under this Agreement on behalf of the MPCA and DNR.
- (d)** The MPCA will oversee delivery of services provided by MDH under this Agreement on behalf of the MPCA and DNR.

2.3. Work Plan Approval Process.

- (a)** MDH will submit an initial Staffing Plan Proposal for approval from the MPCA and DNR that outlines the high level tasks, level of effort (up to 1.5 FTE), staff names and qualifications and estimated salary amount until the end of the agreement term. Further task and staff modifications will be included in the work plans.
- (b)** MDH work plans will be developed and approved approximately every six months, as defined in 2.3(b)(i) and 2.3(b)(ii) below, to describe work to be completed during the next 6-month period. The work plan shall include: major tasks, level of effort (up to 1.5 FTE), changes to assigned staff, their qualifications and salary rate. All tasks in the work plans will fall within the scope of work outlined in this Agreement.
 - i. MPCA, DNR, and MDH will meet to identify specific tasks to be implemented by MDH during the next 6-month period.
 - ii. MDH will then submit a written work plan to MPCA and DNR for review and approval for the next six month period.

3. Considerations and Payment

3.1. MPCA will reimburse MDH for staff costs, not to exceed \$30,000.00 (Thirty Thousand Dollars and Zero Cents), for work under this Agreement from July 1, 2018 – May 2, 2019. MPCA will promptly pay MDH after MDH presents an itemized invoice for the services actually performed and MPCA's Authorized Representative accepts the invoiced services. Invoice(s) must be emailed to mPCA.ap@state.mn.us (subject line MDH and invoice #), and contain the following information:

- Staff name
- State Purchase Order Number
- MPCA Project Manager
- Invoicing Period (actual working period)
- Total hours spent performing work under this Agreement from July 1, 2018 – May 2, 2019
- Classification and hourly pay rate
- Brief narrative discussing tasks completed during time period that include time by staff person, type of activity, date completed, and time spent on each activity.

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

3.2. Starting May 3, 2019, MDH will enter into an Inter-Agency Request for State Employee Services agreement with MPCA and directly draw from the MPCA 3M Water Quality Sustainability account within the Remediation fund for payment of staff (up to 1.5 FTE) under this Interagency Agreement. The following information must be included:

- Staff name
- Invoicing Period (actual working period)
- Individual staff hours broken down by pay period spent performing work under this Agreement
- Classification and hourly pay rate
- Brief narrative discussing tasks completed during time period that include time by staff person, type of activity, date completed, and time spent on each activity.

4. Conditions of Payment

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

5. Authorized Representative

MPCA's Authorized Representative is **Kathryn Sather**, Division Director, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2691, Kathryn.Sather@state.mn.us, or her successor.

DNR's Authorized Representative is **Steve Colvin**, Division Director, 500 Lafayette Road, St Paul, MN 55155, 651-259-5709, Steve.Colvin@state.mn.us, or his successor.

MDH's Authorized Representative is **Tom Hogan**, Division Director, 625 Robert St N, St. Paul, MN 55164, 651-201-4675, Tom.Hogan@state.mn.us, or his successor.

6. Amendments

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

7. Change Orders

If MPCA's Project Manager or MDH'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 MPCA's Project Manager and MDH'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. MPCA 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 to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

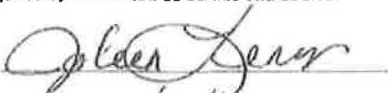
9. Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:



Date:

5/14/19

3. Department of Natural Resources

By:


(with delegated authority)

Title:

Director

Date:

5/16/19

2. Minnesota Department of Health

By: Carmen Patton-Minder
Digitally signed by Carmen Patton-Minder
Date: 2019.05.16 07:45:50 -05'00'

(With delegated authority)

Title: Interim Financial Management Director

Date: 5/16/2019

4. Minnesota Pollution Control Agency

By: Doug Wetstein
(with delegated authority)

Title: Asst. Division Director

Date: 5/21/2019



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

SWIFT Contract No: 161968
Purchase Order No: 3000024590
Agency Interest: 39273
Activity ID No: PRO20190003

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Minnesota Pollution Control Agency (MPCA) and the Minnesota Department of Natural Resources (DNR).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** April 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:** March 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

DNR will conduct the Project as specified in Attachment A, which is attached and incorporated into this Agreement.

The DNR will comply with required grants management policies and procedures set forth through Minnesota Statutes Section 16B.97, subdivision 4 (a) (1).

The DNR agrees to complete the program in accordance with the approved budget to the extent practicable and within the program period specified in the grant agreement.

The DNR shall be responsible for the administration, supervision, management, record keeping and program oversight required for the work performed under this agreement.

The DNR is responsible for maintaining a written conflict of interest policy. Throughout the term of this agreement, the DNR shall monitor and report any actual, potential, or perceived conflicts of interest to the MPCA's Authorized Representative.

3 Consideration and Payment

- 3.1 **Consideration.** Consideration for all services performed by DNR pursuant to this grant agreement shall be paid by the MPCA as follows:

- (a) **Compensation.** Total compensation in an amount not to exceed \$750,000.00 (Seven Hundred Fifty Thousand Dollars and Zero Cents) over the three-year grant term.

- (b) **Total Obligation.** The total obligation of the MPCA for all compensation and reimbursements to DNR will not exceed \$750,000 (Seven Hundred Fifty Thousand Dollars and Zero Cents) over the three-year term of this agreement, it is understood that any reduction or termination of funds allocated to the MPCA may result in a reduction to the DNR.

3.2 Payment.

The MPCA shall disburse funds to the DNR pursuant to this agreement on a reimbursement basis. The DNR shall submit quarterly payment requests with appropriate expenditure documentation.

The MPCA agrees to pay for services provided by DNR starting April 1, 2019. Total payment during the federal budget period of April 1, 2019 to March 31, 2020 will not exceed \$250,000.

Funds not expended by March 31st of each year may be used in future years through the expiration of the agreement.

Invoices shall reference the SWIFT contract number and the Purchase Order number assigned to this contract, along with the name of the MPCA's Authorized Representative. Invoices shall be submitted electronically to mpca.ap@state.mn.us

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

3.3 Federal Funds

Payments under this grant agreement will be made from federal funds obtained by the MPCA through the Great Lakes Restoration Initiative (GL – 02E05302). The DNR is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the DNR's failure to comply with federal requirements specified and incorporated with Attachment B.

4 Conditions of Payment

All services provided by the DNR under this agreement must be performed to the MPCA's satisfaction, as determined at the sole discretion of the MPCA's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The DNR will not receive payment for work found by the MPCA to be unsatisfactory or performed in violation of federal, state, or local law.

5 Authorized Representative

MPCA's Authorized Representative is Barb Huberty, 525 Lake Avenue South, Suite 400, Duluth, MN, 55802, barb.huberty@state.mn.us, 218-302-6630, or her successor.

DNR's Authorized Representative is Chris Kavanaugh, NE Regional Fisheries Manager, 1201 E Hwy 2, Grand Rapids, MN 55744, chris.kavanaugh@state.mn.us, 218-328-8832 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 Change Orders

If the MPCA Project Manager or the DNR 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 alter the overall scope of the Project, increase or decrease the overall amount of the Contract, or cause an extension of the term of the Contract. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by the MPCA's Project Manager and the DNR'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.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

2. Minnesota Department of Natural Resources

By: _____

Title: _____

Date: _____

3. Minnesota Pollution Control Agency

By: _____

(with delegated authority)

Title: _____

Date: _____



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

SWIFT Contract No: 161968
Purchase Order No: 3000024590
Agency Interest: 39273
Activity ID No: PRO20190003

ATTACHMENT A

Project Title:

Minnesota Department of Natural Resources (MNDNR) Coordination of the Lake Superior Lakewide Action and Management Plan (LAMP) and the St. Louis River Area of Concern (SLRAOC) Remedial Action Plan (RAP) Programs.

Project Abstract:

The MN Department of Natural Resources (MNDNR) and the Minnesota Pollution Control Agency (MPCA) have implementation responsibilities for both the LAMP and the SLRAOC RAP programs. Both agencies are responsible for executing their own LAMP and RAP tasks, as well as coordinating with each other to complete the work plan submitted with the Management Assistance Award application and funded with the award of GL02E05302. Through Environmental Protection Agency (EPA's) Management Assistance Award to the MPCA, the MNDNR and MPCA will support leadership and coordination to:

- Develop and implement the Lake Superior Lakewide Action and Management Plan, including coordination with the associated Lake Superior Partnership.
- Implement the Remedial Action Plan for the St Louis River Area of Concern, which includes:
 - Providing monitoring support and Quality Assurance documentation that is consistent with federal guidance, and
 - Supporting the designated Citizen Action Committee, the St. Louis River Alliance in helping to sustain stakeholder awareness and support for program goals.

1. Scope of Work for MNDNR's LAMP Projects:

- A. MNDNR's LAMP Designated Agency activities:
 1. Contribute to the elimination of European Common Reed (i.e., *Phragmites australis*, *subsp. australis*) from the Lake Superior basin by undertaking or supporting lakewide distribution mapping, early detection efforts, and control efforts.
 2. Support local climate change initiatives to help communities and/or natural resource managers develop adaptation plans.
 3. Promote and support local and regional implementation of A Biodiversity Conservation Strategy for Lake Superior, 2015 and corresponding Regional Plans.
 4. Integrate spatial data standards, methodologies, and geomatic products to help identify and prioritize sites for habitat protection and rehabilitation.
 5. Protect and enhance important coastal wetland habitats on priority state and tribal lands in western Lake Superior, including Bark Bay, Frog Bay, Bad River/Kakagon Sloughs and the St. Louis River estuary.
- B. MNDNR's LAMP Non-Designated Agency activities: MNDNR will continue to monitor the projects for which they are not a designated agency and seek additional opportunities for involvement.

C. MNDNR LAMP leadership and coordination activities:

1. Coordinating with the MPCA LAMP Coordinator to ensure a coordinated effort between the two agencies.
2. Attending the weekly Lake Superior Partnership Working Group meetings, as well as conference calls, webinars, workshops, and conferences related to LAMP priorities. This includes travel to two Superior Working Group (SWG) meetings per year, and other meetings and conferences as necessary (e.g., CSMI and IAGLR state of the lake meetings).
3. Supporting the preparation of Lake Superior Partnership Working Group reports and presentations pertaining to activities including, but not limited to: five-year LAMP report, LAMP document review and updates, and LAMP implementation progress (including the semi-annual capacity grant report).
4. Coordinating, managing, and participating in Lake Superior LAMP activities that are associated with MNDNR's natural resource management responsibilities.
5. Providing coordination between MNDNR and other state and federal agencies on issues where MNDNR has the lead state management responsibility for LAMP objectives, goals, and projects.
6. Assisting in the planning, coordination and outreach/education activities that advance the Great Lakes Restoration Initiative and support full involvement in ecosystem protection and restoration.
7. Participating in the Lake Superior Partnership LAMP meetings, workshops, conference calls, and webinars, including travel to in-person meetings, as well as developing and leading meetings as committee roles dictate. As US Co-chair of the Terrestrial Wildlife Committee and integral member of the Habitat Committee, MNDNR will participate in monthly calls, help with work plan development, and attend SWG meetings.
8. Participating and providing MNDNR input into LAMP documents such as: the five-year LAMP Plan, annual LAMP updates, and the LAMP five-year Work Plan; MNDNR input into LAMP plans to include those priorities from existing state management plans and focused discussions with partners working on ecosystem management plans, projects, and other initiatives,
9. Identifying opportunities for implementation of LAMP strategies and projects that also support implementation of the Lake Superior Biodiversity Conservation Strategy, the Lake Superior Climate Change Impacts and Adaptations Report, and the Lake Superior AIS Complete Prevention Plan.
10. Participating in the MNDNR's Lake Superior Collaborative to align state strategies with LAMP goals and objectives.
11. Identifying and implementing LAMP actions and projects for the LAMP 2020 report.
12. Providing reports to MPCA on LAMP progress toward meeting work plan goals and objectives.

2. Scope of Work for MNDNR's RAP Projects:

MNDNR RAP leadership and coordination activities:

1. Working with SLRAOC RAP partners, leading the coordination and integration of habitat restoration efforts within the St Louis River estuary, including the completion of select habitat restoration projects in the SLRAOC.
2. Assisting partners in achieving the goals of the SLRAOC RAP.

3. Providing data and reports on progress toward meeting the RAP's removal targets and objectives, including the semi-annual Management Assistance Award progress report.
4. Serving as MNDNR's AOC Coordinator ensuring that MNDNR-led actions that lead to delisting the SLRAOC are implemented.
5. Updating the RAP management action table semi-annually and assist in the annual RAP review and update.
6. Leading activities associated with two of the beneficial use impairments: Degraded Fish and Wildlife Populations (BUI 2) and Loss of Fish and Wildlife Habitat (BUI 9), participating in BUI removal teams, and reviewing BUI targets, objectives, and related data.
7. Providing status updates to AOC partners, coordinating technical teams, and participating in meetings.
8. Participating in AOC-related meetings, workshops and conferences as needed to implement the RAP.
9. Obtaining and managing funds necessary to complete the activities described above.
10. Preparing federal and state grant applications to obtain funding in support of SLRAOC projects; communicating with grant officers and committees; and preparing, reviewing, and submitting grant reports.
11. Assisting with budget management, financial reporting, and providing office and administrative support as needed for meetings, reports, and communications.

3. Work outcomes and outputs:

LAMP Outcomes (results/effects/consequences):

- Alignment and integration of MPCA and MNDNR programs and actions with LAMP priorities, with effective working relationships amongst program partners.
- Progress toward achieving the environmental objectives of the Chemical, Terrestrial Wildlife, and Habitat Committee work plans.
- Progress toward implementation of relevant LAMP projects.
- Stakeholder support for LAMP programs.
- Success in obtaining funding from multiple state and federal sources for priority projects.

LAMP Outputs (activities/products):

- Execution of and attendance at conference calls, webinars, meetings and conferences, with their associated documentation (e.g., meeting notices, agendas, notes, work plans, reports, etc.).
- Presentations to Minnesota local and state agencies, partners and stakeholders.
- Review and comments on relevant state and federal documents.
- An updated (2020-2025) LAMP document.
- Preliminary planning for the final ZDDP five-year chemical reduction report.
- Input into the LAMP annual reports.
- Implementation of relevant LAMP projects, including those strategies that also support the Lake Superior AIS Complete Prevention Plan, Lake Superior Climate Change Impacts and Adaptations Report, and Lake Superior Biodiversity Conservation Strategy.

RAP Outcomes (results/effects/consequences):

- Improved water quality, aquatic habitat, plant and animal populations, and hydrologic connectivity in the SLRAOC, leading to increased recreation and economic development in the St Louis River estuary.
- Removal of the Excessive Loading of Sediments and Nutrients BUI (6) and Degraded Fish and Wildlife Population BUI (2).
- Alignment and integration of MPCA and MNDNR programs and actions with RAP management actions, with effective working relationships amongst program partners.
- Stakeholder support for AOC programs.
- Success in obtaining funding from multiple state and federal sources.

RAP Outputs (activities/products):

- Execution of and attendance at meetings and conferences, with their associated documentation (e.g., meeting notices, agendas, notes, work plans, reports, etc.).
- Presentations to Minnesota local and state agencies, partners, and stakeholders.
- Review and comment on relevant state and federal documents.
- Semi-annual updates of management action progress and annual RAP Updates that show progress toward delisting the SLRAOC.
- Completion of removal package for the Degraded Fish and Wildlife Population BUI (2).
- Effective communication products (e.g., current and accurate fact sheets, progress reports, websites, press releases, social media posts, presentations and signage) about the SLRAOC program.

4. Project Milestones

The significant coordination activities and milestones expected over the next grant cycle are:

	Year 1 (4/1/19 - 3/31/20)	Year 2 (4/1/20 - 3/31/21)	Year 3 (4/1/21 - 3/31/22)
LAMP			
Lake Superior Working Group meetings	weekly	weekly	weekly
Lake Superior Working Group report	annually	annually	annually
Other committee participation	as scheduled	as scheduled	as scheduled
LAMP 2020-2025 Update		X	
Semi-annual progress report to MPCA for EPA's report	April, Oct	April, Oct	April, Oct
RAP	Year 1	Year 2	Year 3
AOC Coordinator meetings	monthly	monthly	monthly
BUI management actions update	semi-annually	semi-annually	semi-annually
RAP update	annually	annually	annually
semi-annual progress report to MPCA for EPA's report	April, Oct	April, Oct	April, Oct
EPA MN federal partners meeting	as scheduled	as scheduled	as scheduled
EPA Annual AOC conference	as scheduled	as scheduled	as scheduled
BUI removal recommendations	#6 anticipated		#2 anticipated

ATTACHMENT B

GL - 02E05302 - 0 Page 4

Administrative Conditions

1. Standard Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2018>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at

<http://www.epa.gov/grants/grant-terms-and-conditions>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): LVFC-grants@epa.gov and **Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov**.
- MBE/WBE reports (EPA Form 5700-52A): **Adrianne Callahan, MBE/WBE Coordinator, Callahan.Adrianne@epa.gov**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov, and Jay Colingham, Project Officer, Colingham.Jay@epa.gov**.
- Payment requests (if applicable): **Matthew Mischnick, Grant Specialist, Mischnick.Matthew@epa.gov, and Jay Colingham, Project Officer, Colingham.Jay@epa.gov**.
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Jay Colingham, Project Officer, Colingham.Jay@epa.gov**.

B. Extension Of Project/Budget Period Expiration Date

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no-cost time extension is necessary to extend the period of availability of funds the recipient must submit a written request to the EPA prior to the budget/project period expiration dates. **The written request must include:** a justification describing the need for additional time, an estimated date of completion, and a revised schedule for project completion including updated milestone target dates for the approved workplan activities. In addition, if there are overdue reports required by the general, administrative, and/or programmatic terms and conditions of this assistance agreement, the recipient must ensure that they are submitted along with

or prior to submitting the no-cost time extension request.

C. Disadvantaged Business Enterprise (DBEs)

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants and Cooperative Agreements" report (EPA Form 5700-52A) on an annual basis. The current EPA Form 5700-52A can be found at the EPA Office of Small and Disadvantaged Business Utilization's Home Page at <https://www.epa.gov/resources-small-businesses>

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category with a cumulative total that exceed the threshold amount of \$250,000, including amendments and/or modifications. The recipient must make reporting a requirement of all sub-awards/loans. All procurement actions are reportable, not just that portion which exceeds \$250,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box titled "annual" and the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if the recipient believes this award does not meet these conditions, it must provide a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements to the Regional or Headquarters point of contact defined in the correspondence condition, if applicable.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE participation in procurement under the financial assistance agreements.

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective/Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. **The Minnesota Pollution Control Agency** has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

MBE: CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT 2.0%

WBE: CONSTRUCTION; SUPPLIES; SERVICES; EQUIPMENT 2.0%

Negotiating Fair Share Objectives/Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of

these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

D. Contingent Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The **Total Approved Assistance Amount** identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement.

Partial Obligation

This action approves the workplan and anticipated total budget of **\$1,875,000** proposed in the application dated 02/05/2019. Federal funds obligated to date, in the amount of **\$625,000**, represent less than the full federal share, **\$1,875,000** of the anticipated total budget. Subject to appropriations and availability of federal funds, the balance of the federal share will be awarded at a later date. Should additional federal funds not be available or reductions of obligated amounts be required, the federal and nonfederal shares as well as the approved workplan will be adjusted accordingly in a future agreement amendment.

Programmatic Conditions

A. Performance Reporting And Final Performance Report

In accordance with 2 CFR 200.328, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including,

when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30** and **by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

- (a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan II measures (*i.e.* , the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan II: <http://www.greatlakesrestoration.us/actionplan/pdfs/glri-action-plan-2.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan II Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding> >, particularly:

#	Measure of Progress
1.1.2	Area of Concern Beneficial Use Impairments Removed (cumulative)
5.3.3	GLRI-targeted watersheds, habitats and species identified and used to prioritize GLRI funding decisions.

- (2) Object Class Category changes;
- (3) Corrective actions;
- (4) Projected new work;
- (5) Percent completion of scheduled work;
- (6) Percent of budgeted amounts spent;
- (7) Any change in principal investigator;
- (8) Any change needed in project period,
- (9) Date and amount of latest drawdown request; and
- (10) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

(b) The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <http://www.epa.gov/great-lakes-funding>>.

2. **Final Report:** The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan II measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 90 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to lat-long, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. **Subaward Performance Reporting:**

The recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.
- IV. Summaries of audit findings and related pass-through entity management decisions.
- V. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

B. State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting

and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be approved by the EPA Project Officer in advance. Although the EPA Project Officer may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, needs to obtain prior approval from an EPA Project Officer.

Travel Narrative

Specifically, at least 30 days in advance, the recipient shall request approval of the EPA Project Officer for any travel plans not previously anticipated and not previously approved as part of this assistance agreement by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient agrees that any travel requiring an increase in grant funds or a rebudgeting of funds from other cost categories of the approved budget must be approved in writing and/or by formal amendment to this agreement as applicable.

International Travel

The recipient understands that any international travel requires written prior approval by EPA since such travel requires clearance by EPA's Office of International Affairs. The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer at least 30 days in advance. The recipient understands that if it incurs travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Food and Refreshment

Unless the event(s) and all of its components (i.e., receptions, banquets and other activities that take place after normal business hours) are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);

- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

E. Signage

The recipient shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA Project Officer) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the **Minnesota Pollution Control Agency** received financial support in the amount of \$1,875,000 from the EPA.

F. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

F. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

G. Management Practice

Recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications.

H. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

I. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

J. Incremental Grant Funding

EPA is funding this agreement incrementally. There is no guarantee of funding beyond the first year. The Total Approved Assistance Amount identified on Line 12 of the budget table of this award is contingent upon the availability of appropriated funds, EPA funding priorities, and satisfactory progress in carrying out the activities described in the scope of work. If EPA informs the recipient that the amount on Line 12 will be reduced, the recipient agrees to provide an updated workplan and budget information, as needed, to amend the agreement. The work done by the recipient must be severable such that upon completion of the work funded by each increment, lasting environmental progress, commensurate with the amount of obligated funds, has been achieved. That progress must advance the purposes of the award and support achievement of the goals, objectives, and/or targets of the Great Lakes Restoration Initiative.

K. Geospatial Data

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, **OR** [b] Hypertext markup language, (HTML) **OR** [c] "PDF" version.

Contact Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions. All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

L. Substantial Involvement

EPA will be substantially involved in this agreement. Substantial involvement by the EPA Project Officer may include:

- 1.) monthly telephone calls and other monitoring,
- 2.) reviewing project phases and providing approval to continue to the next phase,
- 3.) reviewing and commenting on any documents, web content, or other materials developed under this agreement (the recipient will make final decisions on these matters),
- 4.) approving substantive terms included in contracts or subawards (EPA's Project Officer will not suggest, recommend or direct the recipient to select any particular contractor or subrecipient except to the extent permitted in Section 10 of EPA's Subaward Policy).
- 5.) reviewing and commenting on the programmatic progress reports

6) Consultation with EPA regarding the selection of key personnel (EPA's involvement is limited to reviewing the technical qualifications of key personnel and the recipient will make the final decisions on selection. EPA's Project Officer will not suggest, recommend or direct the recipient to select any individual).

7.) Joint operational involvement, participation, and/or collaboration between EPA and the recipient.

M. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance

Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at

<https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

N. Quality Assurance Project Plan

In accordance with 2 CFR 1500.11, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 90 days prior to the initiating of data collection or data compilation. The Quality Assurance Project Plan (QAPP) is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology.

The QAPP should be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

No environmental data collection or data compilation may occur until the QAPP is approved by the EPA Project Officer and Quality Assurance Regional Manager. When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at the EPA Office of Grants and Debarment Web Site:

<https://www.epa.gov/grants/implementation-quality-assurance-requirements-organizations-receiving-epa-financial>

Interagency Agreement Amendment #2

State of Minnesota

SWIFT Contract No.: 00000000000000000000107669

Purchase Order No.: 3000015914

Agency Interest # 212866

Activity ID # PRO20180001

Contract Start Date:	<u>April 1, 2016</u>	Total Contract Amount:	<u>\$ 677,060.38</u>
Original Contract Expiration Date:	<u>March 31, 2019</u>	Original Contract:	<u>\$ 215,348.00</u>
Current Contract Expiration Date:	<u>March 31, 2019</u>	Previous Amendment(s) Total:	<u>\$ 222,138.00</u>
Requested Contract Expiration Date:	<u>Not Applicable</u>	This Amendment:	<u>\$ 239,574.38</u>

This Amendment is by and between the Minnesota Departments of the **Minnesota Pollution Control Agency (MPCA)** 520 Lafayette Road, St. Paul, MN 55155 (MPCA) and the **Minnesota Department of Natural Resources (DNR)** 500 Lafayette Road North, St. Paul MN 55115.

Recitals

1. The ~~State MPCA~~ has ~~a contract an~~ Interagency Agreement with the ~~Contractor DNR~~ identified as SWIFT Contract No.: 00000000000000000000107669 ("~~Original Contract Agreement~~") to provide **Minnesota Lake Superior LaMP and St. Louis River RAP Coordination**.
2. The Agreement is being amended to add year ~~two~~ three funding.
3. The ~~State~~ MPCA and the ~~Contractor~~ DNR are willing to amend the ~~Original Contract Agreement~~ as stated below.

Agreement Amendment

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

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

2 Scope of Work

DNR will conduct the Project as specified in Revised Attachment A-1, which is attached and incorporated into this Agreement. ~~Contractor DNR~~ will report quarterly to ~~State~~ MPCA on progress on the work as follows: July 15, 2016; October 15, 2016, January 15, 2017, and March 31, 2017, and every quarter thereafter through March 31, 2019.

REVISION 2. Clause 4. "**Conditions of Payment**" is amended as follows:

4 Conditions of Payment

The total amount of this Agreement is ~~\$437,486.00 (Four Hundred Thirty Seven Thousand Four Hundred Eighty Six Dollars)~~ \$677,060.38 (Six Hundred Seventy Seven Thousand Sixty Dollars and Thirty Eight Cents).

REVISION 3. Clause 5. "**Authorized Representative**" is amended as follows:

5 Authorized Representative

MPCA's Authorized Representative is ~~Nelson French~~, Barb Huberty, MPCA, 525 Lake Avenue South, Suite 400, Duluth, MN, 55802, nelsonfrench@state.mn.us, 218-302-6625; 218-302-6630, Barbara.huberty@state.mn.us or his her successor.

DNR's Authorized Representative is ~~Molly MacGregor~~ Michael Peloquin, MDNR, ~~525 Lake Avenue South, Suite 415, Duluth, MN 55802, molly.macgregor@state.mn.us, 218-302-3242,~~ 1201 E Highway 2, Grand Rapids, MN 55744, 218-328-8818, mike.peloquin@state.mn.us or ~~her~~ his successor.

REVISION 4. The following clause "**Change Orders**" is added to the Agreement:

9. Change Orders

If the MPCA's Project Manager or the DNR'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 alter the overall scope of the Project, increase or decrease the overall amount of the Agreement, or cause an extension of the term of the Agreement. Major changes require an Amendment rather than a Change Order.

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

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:

Michael Stanger

Date:

9-26-18

3. MINNESOTA POLLUTION CONTROL AGENCY

By:

Christine Cannon

(with delegated authority)

Title:

Asst Division Director

Date:

9-26-18

2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By:

MW
(With delegated authority)

Title:

Director, Ecological & Water Resources

Date:

9/25/18



Minnesota Pollution Control Agency

SWIFT Contract No: 107669
Purchase Order No: 3000015914
CR 8757

Project Title

Minnesota Lake Superior LaMP and St. Louis River RAP Coordination Project Funding
(4/1/2016-3/31/ 2018 2019): \$437,486 \$677,060.38

A three (3) year contract is consistent with the GLRI grant funding, which is available for only three years.

Name and Address of Organization

Minnesota Department of Natural Resources 500 Lafayette Road N St. Paul, MN 55155

Contact

~~Molly MacGregor~~ Michael Peloquin

~~Supervisor, St. Louis River Programs~~ NE Regional Manager, Ecological and Water Resources Division

Minnesota Department of Natural Resources ~~525 Lake Avenue South~~ 1201 E Highway 2

~~Duluth~~ Grand Rapids, MN 55802 55744

Phone: (218)302- 3242 328-8818

~~molly.macgregor@state.mn.us~~ mike.peloquin@state.mn.us

Project Abstract

The Minnesota Department of Natural Resources (MDNR or DNR) has committed to protecting and restoring Lake Superior and the St. Louis River Area of Concern (St. Louis River AOC) in several programs. In this Interagency Agreement, the MDNR will support the Lake Superior Lakewide Management Plan (LaMP) and implementation of the St. Louis River Remedial Action Plan (RAP) with funding received. Goals include restoring and protecting habitat and water quality, including reducing Beneficial Use Impairments (BUIs) in the St. Louis River AOC.

Problem Statement

Lake Superior is the headwaters of the Great Lakes. It defines part of Minnesota's natural and human landscapes and helped shape the state's history. The MPCA and the MNDNR are mandated to protect and restore its watersheds, water quality, shoreline, aquatic and habitat, terrestrial habitat, and to clean up legacy contaminated sediments in the St Louis River Area of Concern within the Lake Superior Basin. To provide leadership and coordination, MPCA and MNDNR have assigned professional staff to oversee the state's participation in the development, implementation and adaptation of the Lake Superior Lakewide Action and Management Plan in support of Lake Superior Partnership goals and objectives in support of the 2012 Great Lakes Water Quality Agreement Lakewide Management Annex 2.

This Interagency Agreement will advance the United States Environmental Protection Agency's (USEPA's) Great Lakes Restoration Initiative's Action Plan II (FY 2014-2018) USEPA-Strategic Plan Goal 2.2 - Protect, restore, and sustain the quality of rivers, lakes, streams, and wetlands on a watershed basis, and sustainably manage and protect coastal and ocean resources and ecosystems. In furtherance of this plan goal, implementation of RAP actions will result in making progress on the following strategic measures: improved water quality, increased aquatic wetland habitat, completion of RAP management actions as called for under the Great Lakes Water Quality Agreement Annex 1 and the St. Louis River Area of Concern Remedial Action Plan in at the St. Louis River Area of Concern.

Background

This work plan describes tasks, responsibilities, schedule and budget for Minnesota DNR's coordination of their portions of the Lake Superior Lakewide Action and Management Plan and St. Louis River Estuary Area of Concern RAP. This work plan is the Revised Attachment A-1 to the State of Minnesota Interagency Agreement between the Minnesota Department of

Natural Resources (MNDNR or DNR) and the Minnesota Pollution Control Agency (MPCA), for Great Lakes Restoration Initiative funds, awarded to MPCA, in furtherance of goals and objectives identified in the Great Lakes Water Quality Agreement and the Great Lakes Restoration Initiative Action Plan II in furtherance of USEPA Strategic Plan Goal 2.2.

MNDNR LAMP Coordinator – 1 FTE

This position exists to coordinate the Minnesota Department of Natural Resources's development and implementation of the Lake Superior Lakewide Action and Management Plan and participation in the Lake Superior Partnership, and specifically to assist in developing and achieving the objectives and strategies of the Plan. The position resides in the MNDNR Division of Ecological and Water Resources (EWR) and coordinates directly with the MPCA's LAMP Coordinator. especially This position also works closely with staff working on the St. Louis River Estuary, and Minnesota's Lake Superior Coastal Management Program, and the Great Lakes Compact, and coordinates with staff from other MNDNR divisions, including Fish and Wildlife, Parks and Trails, Forestry, and Operations Services. The position also coordinates with other state agencies, including the Minnesota Pollution Control Agency, Board of Water and Soil Resources, Michigan Department of Natural Resources and Wisconsin Department of Natural Resources. The position further coordinates with federal agencies, especially the US Environmental Protection Agency Region 5, USEPA's Great Lakes National Program Office, and Environment Canada. The position also represents MNDNR in work with academic organizations, especially in developing products to meet management actions identified in the Plan and by the Partnership.

For the period April 1, 2016 to ~~March 31, 2018~~ March 31, 2019, this position has responsibility for the following tasks:

1. Provide coordination between MNDNR and other State and Federal agencies on issues where DNR has the lead State management responsibility for LAMP objectives, goals and projects.
 - a. Provide State representation on standing and ad hoc LAMP committees focusing primarily on work issues in the Lake Superior Partnership Habitat and Terrestrial wildlife and aquatic communities committee for the Lake Superior LAMP.
 - b. Serve as US Co-Chair of Terrestrial Wildlife Committee and on various other committees, groups and teams, as necessary, and lead when required. Coordinate and communicate with external partners and within the MNDNR across multiple divisions and program units on LAMP priority goals and projects, focusing primarily in the Habitat, Terrestrial Wildlife and Aquatic Communities committees. Communicate with leadership in regularly scheduled meetings and calls.
 - c. Coordinate the preparation of a protection paper and a Binational Program case study.
 - d. Attend major annual conferences, such as the U.S. Great Lakes Week and the International Association of Great Lakes Research (IAGLR) Conference, as appropriate.
2. Assist in the planning, coordination and outreach/education activities to advance Great Lakes Restoration and support full involvement in ecosystem protection and restoration. Serve on the planning committee for the St. Louis River Summit in 2019.
3. Implement and participate in Lake Superior Partnership LAMP meetings, workshops and conference calls and webinars.
4. Participate and provide MNDNR input into LAMP documents such as the five-year LAMP Plan, annual LAMP updates, and the LAMP five-year Work Plan. MNDNR input into LAMP plans may include those priorities from existing state management plans and those resulting from focused discussions with partners working on ecosystem management plans, projects, and other initiatives.
5. Identify opportunities for implementation of LAMP strategies and projects in support of the Climate Change Adaptation Report and the Lake Superior Biodiversity Conservation Strategy. Work with the Minnesota Lake Superior Coastal Program to develop tools in support of Watershed Restoration and Protection Strategies and One Watershed, One Plan (1W1P). Products will be completed in alignment with identified needs of local partners (e.g., the Shading Research Project). Work will also support the standard deliverables identified by MNDNR and MPCA as part of the process to restore and protect watershed health.
6. Review and seek opportunities to implement the LAMP Aquatic Invasive Species Complete Prevention Plan.
7. Participate in the MNDNR's Lake Superior Collaborative to align state strategies with LAMP goals and objectives. The collaborative will help identify opportunities to work with partners such as DNR's Nongame Program to align state strategies identified in the Minnesota State Wildlife Action Plan with the LAMP goals and objectives.
8. Provide semi-annual progress and financial reports to MPCA on LAMP progress toward meeting work plan goals and objectives.

9. Assist MPCA and USEPA with updates to LAMP documents and websites, as needed.

~~Lake Superior-St. Louis River Program Supervisor—0.10 FTE—Lake Superior Lakewide Action and Management Plan~~

- ~~1. Supervise the work of the MNDNR LAMP Coordinator~~
- ~~2. Communicate LAMP activities within the Division of Ecological and Water Resources, Division of Fish and Wildlife, and with MNDNR leadership, as well as to leadership of the Minnesota Pollution Control Agency and the Wisconsin Department of Natural Resources.~~

MNDNR RAP Leadership Coordination and Support

A. MNDNR RAP Program Consultant – 1.0 FTE – St. Louis River Restoration Consultant

1. Lead the coordination and integration of MNDNR RAP implementation for the St. Louis River Estuary AOC. This includes overseeing development and implementation of RAP projects required to remove beneficial use impairments (BUIs) and delist the AOC, in coordination with other Federal, State, Tribal, and local partners. Lead efforts to coordinate with MPCA and Great Lakes Programs including the Great Lakes Restoration Initiative (GLRI), LAMP and other programs within the boundaries of the AOCs.
2. Assist the RAP stakeholder groups that foster implementation strategies and report on their progress.
3. Lead RAP activities within the MNDNR, including coordination with all disciplines and leadership within MNDNR.
4. Communicate RAP activities within the MNDNR, including coordination with all disciplines and leadership within MNDNR.
5. Coordinate and communicate with all the AOC RAP partners, including Federal, State, Tribal and local partners.

B. Lake Superior-St. Louis River Program Supervisor AOC Coordinator - 0.90-25 FTE – St. Louis River Area of Concern

1. Coordinate MNDNR RAP implementation for the St. Louis River Estuary AOC. This includes overseeing development and implementation of RAP projects required to remove beneficial use impairments (BUIs) and delist the AOCs, in coordination with other Federal, State, Tribal, and local partners. Coordinate with MPCA and Great Lakes Programs including the Great Lakes Restoration Initiative (GLRI), LAMP and other programs within the boundaries of the AOCs.
2. Lead Coordinate design and construction of major MNDNR RAP actions identified in Memorandum of Understanding Between the Minnesota Department of Natural Resources and the Minnesota Pollution Control Agency Related to Joint Implementation of the St Louis River Estuary Area of Concern Remedial Action Plan with a goal of completing these actions by 2020. Conduct this work in coordination with MPCA and other Federal, State, Tribal, and local partners.
3. Implement MNDNR actions identified in the RAP within timelines established to achieve BUI removals and AOC delisting goals. Participate in local RAP meetings and conference calls; provide coordination, administrative and technical support, background research and leadership as necessary.
- ~~4. Assist RAP stakeholder groups to foster implementation strategies and to report on progress.~~
- ~~5. Assist SLRA in developing and implementing public outreach strategies which will include educational information, materials and updates.~~
- ~~6. Assist SLRA in preparation of grant applications and other sources of funding.~~
4. Prepare semi-annual quarterly reports to MPCA updates to AOC Coordinators on the BUI management actions spreadsheet regarding and progress toward removing BUIs.
5. Provide semi-annual quarterly program reports to MPCA on RAP and LAMP progress toward meeting work plan goals and objectives for the capacity grant reports to USEPA.
6. Provide quarterly and semi-annual financial reports to MPCA on RAP and LAMP program expenditures.
7. Assist MPCA and USEPA with updates to LAMP and RAP documents and websites, as needed.
8. Report to the Meet regularly with DNR and MPCA Regional Leadership LAMP/RAP Lake Superior Great Lakes Supervisor Project Officer, and/or appropriate GLNPO staff contacts, on a periodic basis as requested to review work plan and status.
9. Assist in communicating RAP activities within the DNR, including coordination with all disciplines and leadership within DNR. Provide coordination and communication with all RAP and AOC partners

including federal, state, and local partners.

10. Report to the MPCA LAMP/RAP Lake Superior Great Lakes Supervisor Project Officer, and/or appropriate GLNPO staff contacts, on a periodic basis to review work plan and status.

C. Lake Superior-St. Louis River Area of Concern Support – 0.10 FTE

1. Assist with financial reporting.
2. Assist with budgeting work units & future planning of funding (along with fiscal staff).
3. Provide Office Administrative Specialist support as needed for coordinating meetings, reports, etc., such as:
 - a. Assisting MNDNR's AOC Coordinator and MNDNR RAP team with updates to LAMP and RAP documents and websites.
 - b. Assisting in preparing semi-annual financial reports to MPCA on RAP and LAMP program expenditures.
 - c. Assisting in preparing semiannual reports to MPCA and AOC Coordinators and partners regarding progress toward removing BUIs.
 - d. Providing administrative assistance with aspects of budgets and purchasing.
 - e. Providing clerical and other administrative support to DNR staff working on AOC issues, including Coordinator, Regional Manager's for Fish Wildlife Division and other staff working on AOC tasks.

Project Milestones

<i>MNDNR Lake Superior LAMP Coordination and Leadership</i>	
Year 23 (4/1/2016 - 3/31/18 3/31/2019) Milestones	Date
Semi-annual grant progress report to MPCA	<u>Apr 17 18</u>
<u>Quarterly grant progress report to MPCA – no longer quarterly changed to semi-annual</u>	<u>Jul 17</u>
Annual Updates to Lake Superior Partnership	<u>Apr 17-2018</u>
Identification of Science Priorities for LA CSM	<u>Sep 17 2018</u>
<u>Semi-annual Quarterly grant progress report to MPCA for inclusion in GLNPO report</u>	<u>Oct 15-17-2018</u>
Identify opportunities and submit habitat protection/restoration grants	<u>as per RFPs</u>
Semi-annual grant progress report to GLNPO	<u>Oct 17 2017aPRIL 2018</u>
<u>Quarterly Semi-annual grant progress report to MPCA</u>	<u>Jan 18 Mar 31 2019</u>
<i>MNDNR St. Louis River RAP Leadership Coordination and Support</i>	
Year 23 (4/1/2016 - 3/31/18 3/31/2019) Milestones	Date
Semi-annual grant progress report to MPCA	<u>Apr 15 17 2018</u>
<u>Semi-annual grant progress report to MPCA</u>	<u>Oct 15, 2018</u>
<u>Semi-annual grant progress report to MPCA</u>	<u>March 31, 2019</u>
Coordinate implementation of MNDNR RAP projects at Grassy Point, Kingsbury Bay and Perch Lake	<u>March 31, 18-2019</u>
Assemble fish and bird population Provide formal documentation on status of fish populations (walleye, muskellunge, and sturgeon) , and wildlife (piping plover, common tern, great blue heron, and bald eagle) compared to specific targets for each of these species and provide an assessment of progress towards those targets. Also provide formal documentation on the status of the ruffe populations as it pertains to the target. In concert with WIDNR initiative drafting of BUI Removal Package.	<u>Apr - 2017</u>

Quarterly grant progress report to MPCA	Oct 17
Complete Knowlton Creek Restoration	Nov 16
Develop post-construction monitoring sampling for habitat restoration sites In cooperation with MPCA review currently developed post-construction monitoring plan for Minnesota aquatic habitat restoration sites proposed to begin in 2022 and report back on the need to add additional sites to enhance the base plan and discuss starting post construction monitoring earlier than 2022 and develop the budget required to implement the plan for GLRI fiscal planning purposes.	Apr 17 <u>Mar 31, 2019</u>
<u>Quarterly grant progress report to MPCA no longer quarterly changed to semi-annual</u>	Jan 18
<u>Assist AOC Coordinators with compiling and editing the 2018 and 2019 RAP Update</u>	<u>Dec, 2018</u>
<u>Support BUI Leads with the advancement of BUI 2 Degraded Fish and Wildlife Populations and drafting the BUI removal package (anticipated removal 2019)</u>	<u>Mar 31, 2019</u>
<u>Assist with AOC post-construction monitoring program</u>	<u>Mar 31, 2019</u>

Project Budget

Task	Year 2 <u>3</u> Amount
Contractual MNDNR LAMP	\$ 117,579 <u>\$119,971.00</u>
Contractual MNDNR RAP	\$ 109,559 <u>\$119,603.38</u>
TOTAL <u>Amendment 2</u>	\$ 227,138 <u>\$239,574.38</u>

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

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

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

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

3.1 Payments under this agreement are limited to reimbursement by MDNR to MPCA for real costs associated with MDNR users of the KISTERS Time-Series Data Management System. Upon receipt of an invoice from MPCA the MDNR will reimburse MPCA for **Vendor Charged Software Maintenance Fees**.

3.2 Upon receipt of MPCA's request for payment, the MDNR shall provide payment for the invoiced costs.

3.3 The total obligation of MDNR for annual costs to MPCA under this agreement for Vendor Charged Software Maintenance Fees will not exceed: ~~\$47,000.00 (Forty Seven Thousand Dollars)~~ **\$141,000.00 (One Hundred Forty One Thousand Dollars and Zero Cents).**

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

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: 5/23/2018

DNR SWIFT Contract No. 114111

DNR Purchase Order No.: 3000101806

2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: [Signature]
(with delegated authority)

Title: Director, EWR Division

Date: 5-24-18

3. MINNESOTA POLLUTION CONTROL AGENCY

By: [Signature]
(with delegated authority)

Title: Asst Division Director

Date: 5-24-18



MnDOT Contract #: 1031588W05

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
Minnesota Pollution Control Agency
FOR
FUNDING FOR RAIL DIRECTOR POSITION**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("MnDOT") and Minnesota Pollution Control Agency ("MPCA") located at: 520 Lafayette Rd N, St. Paul, MN, 55155.

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide funding for the Rail Director Position; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. Term of Agreement; Exhibits

- 1.1. *Effective date.* This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. *Expiration date.* This Agreement will expire on June 30, 2019, unless terminated earlier pursuant to Article 11.

2. Scope of Work and Responsibilities of Each Party.

2.1. MnDOT Responsibilities.

2.1.1. It is anticipated the Interagency Rail Director position will reside in MnDOT. The Interagency Rail Director will perform work including, but not limited to:

- Serving as the primary expert and chief strategist for managing cross-agency railroad issues in Minnesota;
- Serving as liaison to the Federal Railroad Administration and the rail industry;
- Providing strategic leadership to the interagency rail group; and
- Overseeing an anticipated rail conference which may occur during the term of this agreement.

2.1.2. MnDOT will provide an office with related IT and office support, and payroll and other services for the Interagency Rail Director position.

2.1.3. MnDOT will fund the Interagency Rail Director position using a combination of its own funds, the funding provided under this agreement, and funding provided by interagency agreements with other agencies, and additional legislative appropriations.

2.1.4. MnDOT will provide funding in the amount of \$62,500 for Fiscal Year 2019.

2.2. MPCA's Responsibilities.

A handwritten signature in blue ink, located in the bottom right corner of the page.

2.2.1.MPCA will participate in the interagency rail group. This duty will survive the expiration of this Interagency Agreement and continue for the time the interagency rail group is in existence.

2.2.2.MPCA will provide a portion of the funding for the Interagency Rail Director position, as set forth in Article 3 below.

2.3. Future Funding.

2.3.1.MnDOT secured dedicated funding only sufficient to partially fund the Interagency Rail Director position, the parties will negotiate additional funding agreement for future fiscal years.

3. Consideration and Payment

3.1. MPCA will provide funding in the amount of \$50000. MnDOT will invoice MPCA immediately after this Interagency Agreement is fully signed. MPCA will promptly pay the invoice. MnDOT will deposit the funds in a segregated account, and will use the funds only to pay the salary, benefits, expenses, and overhead of the Interagency Rail Director position, consultant cost as applicable and expenses of the interagency rail group.

3.2. The total obligation of MPCA for all compensation and reimbursements to MnDOT under this Agreement will be \$50000.

4. Conditions of Payment

4.1. All services provided by MnDOT under this Agreement must be performed to the reasonable satisfaction of all parties involved in the interagency rail group.

4.2. MnDOT will create and enter an invoice in SWIFT.

4.3. MPCA will make payment using the bilateral netting process in SWIFT.

5. Authorized Representatives

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

5.2. *MnDOT's Authorized Representative* is

Name: Tim Henkel (or successor)
Title: Assistant Commissioner for Modal Planning & Program Management Division (MPPM)
MnDOT - Commissioner's Office
Address: 395 John Ireland Blvd MS: 120, St. Paul, MN 55155
Telephone: 651-366-4829
Email: Timothy.Hendel@state.mn.us

5.3. *MPCAs Authorized Representative* is:

Name: Reena Solheid
Title: Director of Operations
Other Agency: Minnesota Pollution Control Agency
Address: 520 Lafayette Rd N, St. Paul, MN, 55155
Telephone: 651-757-2054
Email: Reena.Solheid@state.mn.us

6. Amendments

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

7. Liability

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1. This Agreement may be terminated only by mutual written agreement of the parties, except that a party may terminate upon 30 days written notice in the event of non-appropriation of funds by the Minnesota Legislature or other funding agency.

THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.

Minnesota Pollution Control Agency**COMMISSIONER OF TRANSPORTATION**

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

Signature: [Signature]

Name/Title: REENA J. SOLHEID, DIRECTOR, OPERATIONS DIVISION

Date: JULY 27, 2018

Signature: [Signature]

Name/Title: Asst. Commissioner or Asst. Division Director

Date: 9/12/18

STATE ENCUMBRANCE VERIFICATION

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

Signature: [Signature]

Date: Sept 7, 2018

SWIFT Contract #: _____

SWIFT PO #: _____

COMMISSIONER OF ADMINISTRATION

MnDOT Contract Management

Signature: [Signature]

Date: Sept 12, 2018

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA POLLUTION CONTROL AGENCY
FOR
EQUIPMENT PURCHASES**

This Agreement is between the Minnesota Department of Transportation ("MnDOT"), 395 John Ireland Blvd, St Paul, MN 55016 and Minnesota Pollution Control Agency ("MPCA") located at: 520 Lafayette Road, St. Paul, MN, 55155.

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide additional data to analyze the stormwater infiltration capability of roadside swales. The measured values will be analyzed and compared to the performance predicted by the Minnesota Swales Calculator; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement**1 Term of Agreement**

- | | |
|-----------------------------|---|
| 1.1 <i>Effective date.</i> | This Agreement will be effective upon execution and approval by the appropriate MnDOT and MPCA officials pursuant to Minnesota law. |
| 1.2 <i>Expiration date.</i> | This Agreement will expire on September 30, 2020, unless terminated earlier pursuant to Article 7. |
| 1.3 <i>Exhibits.</i> | Exhibit A is attached and incorporated in to this agreement. |

2 Scope of Work**2.1 MPCA responsibilities:**

- 2.1.1 Purchase up to 12 Ott Mini Orpheus water level sensors, 12 soil moisture sensors, and any associated data loggers and incidentals required to install and operate the sensors, to enhance the data collection capabilities for the MnDOT-MPCA partnered field assessment of swales infiltration research project. For more details, see Exhibit A.
- 2.1.2 Provide documentation to MnDOT for these purchases. MnDOT will reimburse MPCA for these purchases.

3 Consideration of Payment

- 3.1 Payment for equipment. The equipment listed in Exhibit A is being purchased by MPCA incidental to, and for use on, the project covered by this Contract:
 - 3.1.1 MPCA will invoice MnDOT for the actual purchase price of the equipment after MPCA pays for and takes delivery of the equipment. No markups will be allowed on equipment.

- 3.1.2 MPCA will create and enter an invoice in SWIFT for the equipment, and submit this invoice to MnDOT for payment in accordance with the following schedule: One-time payment upon delivery of the equipment.
- 3.1.3 MnDOT will make payment using the bilateral netting process in SWIFT.
- 3.1.4 MnDOT's obligation to MPCA for equipment purchased will not exceed \$14998.58.
- 3.1.5 MPCA will be solely responsible for risk of loss of or damage to such equipment while it is being used for the project, and will replace or repair such equipment at its own expense. MPCA is advised to obtain adequate insurance coverage for such loss or damage.
- 3.1.6 At the completion or termination of the Contract, MnDOT will retain the equipment.

4 Authorized Representatives

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

4.2 MnDOT's Authorized Representative is:

Name: Nick Tiedeken or his successor.
Title: Hydrologist MnDOT - Engineering Services / Environmental Stewardship
Address: 395 John Ireland Blvd. MS 620
City State Zip: St. Paul, MN, 55155
Telephone: 651-366-3628
Email: nick.tiedeken@state.mn.us

4.3 MPCA's Authorized Representative is:

Name: David Fairbairn or his successor.
Title: Research Scientist 3
Billing Address: Accounts Payable, MPCA, 520 Lafayette Rd.
City State Zip: St. Paul, MN, 55155
Address: Minnesota Pollution Control Agency, 520 Lafayette Road
City State Zip: St. Paul, MN, 55155
Telephone: 651-263-2375
Email: david.fairbairn@state.mn.us

5 Amendments

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

6 Liability

6.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law

7 Termination

7.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

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MPCA

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

By: Thalia Smith
Title: Asst. Division Director
Date: 4/12/19

COMMISSIONER OF TRANSPORTATION

By: _____
Title: Asst. Commissioner or Asst. Division Director

Date: _____

MNDOT ENCUMBRANCE VERIFICATION

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

By: _____
Date: Marcia Guerra Digitally signed by Marcia Guerra
Date: 2019.02.27 09:07:59 -06'00'

**MnDOT Contract Management Section
(Form and Execution)**

By: _____
Date: _____

SWIFT Contract #: 153739

SWIFT PO #: 3000461390

EXHIBIT A – Details of Equipment and Depreciation

MnDOT Contract # 1031697 Tempo

AI #: 225559

Project Activity #: PRO20180002

Vendor	Item Number	Item Desc.	Count	Unit Price (\$)	Extended Amount (\$)
Onset	H21-USB	HOBO USB Micro Station Data Logger	6	\$220.00	\$1320.00
Onset	S-SMD-M005	Soil Moisture Sensor - 10HS	12	\$139.00	\$1668.00
Onset	HWSB-LI	Li Batteries for Hobo (4 AA)	6	\$20.00	\$120.00
OTT	ORM004MAL	OTT Orpheus Mini level logger (4m, Li batt.)	12	\$894.00	\$10728.00
OTT	SYSLENGTH	Vented Cable For OTT level loggers – per meter	34	\$4.12	\$140.08
ESP Supply	W-2080S5.01	2"x5' PVC Well Screen, .010, Sch80	7	\$26.75	\$187.25
ESP Supply	W-2080R5	2"x5' PVC Well Casing, Sch80	7	\$16.75	\$117.25
Home Depot	PVC021161600HD	CAP, PVC 2" S40	9	\$2.00	\$18.00
Various	Various	Incidental supplies, (extra PVC, batteries, wire, tape)		Various	\$700.00
TOTAL EQUIP.					\$14998.58

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

SWIFT Contract No.: 154904
Purchase Order No.: 3000023727
Agency Interest ID No.: 137775
Activity ID No.: PRO20190001

This Agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN, 55155 ("MPCA") and the **Minnesota Department of Transportation**, 2900 48th Street NW, Rochester, MN 55901 ("DOT").

Agreement

1. Term of Agreement

1.1 Effective date: April 17, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 Expiration date: June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

DOT will purchase the following equipment to use in place of the equivalent gasoline-powered equipment:

- One electric/battery-powered chop saw
- Ten electric/battery-powered chainsaws
- Three electric/battery-powered blowers
- Six electric/battery-powered weed whips
- Two electric/battery-powered pole saws

Rendering Inoperable. Replaced gasoline equipment must be scrapped, recycled or rendered inoperable before an invoice can be submitted to be eligible for the 50% (Fifty percent) match as outlined in 3.1(a) Compensation. Acceptable methods consist of one of the following: disposing of gasoline equipment at a scrap yard or recycling facility, or drilling a hole in the motor to render the gasoline equipment inoperable. Other acceptable scrappage methods may be considered, but require prior written approval from the MPCA.

3. Consideration and Payment

3.1 Consideration. MPCA will pay for all services performed by DOT under this agreement as follows:

(a) Compensation. DOT will be reimbursed for approved project expenses upon completion of the project. DOT certifies they will provide:

- No less than 50% (Fifty percent) of the total project cost as cash match for pieces of gasoline equipment scrapped, recycled, or rendered inoperable.
- No less than 70% (Seventy percent) of the total project cost as cash match for pieces of gasoline equipment that will be kept.

(a) Total Obligation. The total obligation of MPCA for all compensation and reimbursements to DOT under this agreement will not exceed \$7,500.00 (Seven Thousand Five Hundred Dollars and Zero Cents).

3.2 Payment

- (a) Invoices.** MPCA will promptly pay DOT after DOT presents an itemized invoice for the services actually performed and MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: upon completion of services.

Invoices must be emailed to mpca.ap@state.mn.us, and contain the following information:

- Name of Agency (DOT)
- DOT's Project Manager
- Grant Amount
- Invoice Number
- Invoice Date
- MPCA Project Manager
- SWIFT Contract Number
- Purchase Order Number
- Copy of your paid in full invoice(s)
- Full list of electric/battery-powered equipment purchased to include status of gasoline-powered equivalent (scrapped, recycled, rendered inoperable, or kept)
- Signed certificate(s) verifying gasoline equipment has been scrapped or recycled or photographs of the inoperable equipment, if applicable.

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

4. Conditions of Payment

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

5. Authorized Representative

MPCA's Authorized Representative is **Kari Cantarero**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2875, kari.cantarero@state.mn.us, or her successor.

DOT's Authorized Representative is **Timothy Zierden**, 2900 48th Street NW, Rochester, MN 55901, 507-446-5504, tim.zierden@state.mn.us, or his successor.

6. Amendments and Change Orders

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

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

The Change Order Form must be approved and signed by MPCA's Project Manager and DOT's Authorized Representative in advance of doing the work. Documented changes will then become an integral and enforceable part of the Agreement. The MPCA has the sole discretion on the

determination of whether a requested change is a Change Order or an Amendment. MPCA reserves the right to refuse any Change Order requests.

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: Buyer

Date: 4/16/19

SWIFT Contract #: 154904

PO#: 3000023727

3. MINNESOTA POLLUTION CONTROL AGENCY

By: 

(With delegated authority)

Title: Asst. Division Director

Date: 5/2/19

2. MINNESOTA DEPARTMENT OF TRANSPORTATION

By: Tim Digitally signed
by Tim Zierden

Title: Zierden Date: 2019.05.01

Date: 11:37:21 -05'00'

INTERAGENCY AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA ENVIRONMENTAL QUALITY BOARD
FOR

PUBLIC ENGAGEMENT SUPPORT ON THE PROJECT: PATHWAYS TO DECARBONIZING TRANSPORTATION TO ACHIEVE
THE NEXT GENERATION ENERGY ACT (NGEA) EMISSIONS TARGETS
(MnDOT Contract No. 1032909 Energy & Environmental Economics, Inc.)

This Agreement is between the Commissioner of Transportation ("MnDOT") 395 John Ireland Blvd, St. Paul, MN 55016 and the Minnesota Environmental Quality Board ("EQB") 520 Lafayette Rd, St Paul, MN 55155.

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. MnDOT and EQB wish to cooperatively provide support for public engagement activities associated with the project: *Pathways to Decarbonizing Transportation to Achieve the NGEA Emissions Targets*, and
3. MnDOT and the EQB are willing to enter into this Agreement to set forth their respective rights and duties.

Agreement

1. **Term of Agreement;**

- 1.1. Effective date: This Agreement will be effective upon execution by 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 and Responsibilities of Each Party**

MnDOT's responsibilities:

- 2.1 Manage Agreement with consulting firm as part of larger project: MnDOT Contract No. 1032909: *Pathways to Decarbonizing Transportation to Achieve the NGEA Emissions Targets*.
- 2.2 Ensure public engagement occurs as described in scope of MnDOT Contract No. 1032909.

EQB's responsibilities:

- 2.3 Provide \$25,000.00 for participation in MnDOT's Contract No. 1032909, to provide project leadership and support.
- 2.4 Participate on project Steering Committee.
- 2.5 Provide guidance on consultant engagement activities to the MnDOT project manager.

SJB

3 Consideration and Terms of Payment

The total obligation of EQB for all compensation and reimbursements to MnDOT under this Agreement will not exceed \$25,000.00 (Twenty Five Thousand Dollars).

3.1 MnDOT must create and enter an invoice in SWIFT.

Invoices will reference the MPCA SWIFT Contract number, the Purchase Order number, and MnDOT Contract Number 1033601, the name of the EQB's Authorized Representative, and will be submitted electronically to: mpca.ap@state.mn.us

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

3.2 EQB will make payment using the bilateral netting process in SWIFT. EQB will make payment of \$25,000.00 to the order of the Commissioner of Transportation upon execution of this Agreement. PAYMENT MUST REFERENCE THE "MNDOT CONTRACT 1033601". Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1033601
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

4 Conditions of Payment

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

5. Authorized Representatives

5.1 MnDOT and the EQB Authorized Representatives are responsible for administering this Agreement and are authorized to give and receive any notice required or permitted under this Contract.

5.1.1 MnDOT's Authorized Representative and Project Manager is:

Name:	Tim Sexton or successor
Title:	Chief Sustainability Officer
Location:	Commissioner's Staff, Office of Sustainability and Public Health
Address:	395 John Ireland Blvd, St. Paul, MN 55155
Telephone:	651-366-3622
Email:	timothy.sexton@state.mn.us

5.1.2 EQB's Authorized Representative is:

Name:	Will Seuffert or successor.
Title:	Executive Director, Environmental Quality Board
Billing Address:	520 Lafayette Rd
City State Zip:	St Paul, MN 55155
Street Address:	520 Lafayette Rd
City State Zip:	St Paul, MN 55155
Telephone:	651-757-2766
Email:	will.seuffert@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. MINNESOTA ENVIRONMENTAL QUALITY BOARD ENCUMBRANCE VERIFICATION

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

By: Michael Stagner
Title: ISuper
Date: 6-5-19

SWIFT Contract No: 157068
Purchase Order No.: 3000023969

4. MINNESOTA ENVIRONMENTAL QUALITY BOARD

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

By: Katie Smith
Title: Asst. Division Director
Date: 6/5/19

2. COMMISSIONER OF TRANSPORTATION

Digitally signed by Timothy Sexton
Sexton
Date: 2019.06.03 10:41:37 -05'00'

By: Timothy Sexton
Title: Chief Sustainability Officer
Date: _____

3. MnDOT CONTRACT MANAGEMENT

By: Nyan Hauke
(As to form and execution)

Date: 6/3/2019

This agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155 ("MPCA") and **Minnesota Department of Transportation**, 395 John Ireland Boulevard, St. Paul, Minnesota 55155 ("MnDOT").

Agreement

1 Term of Agreement

1.1 Effective Date: This Agreement will be effective on the date last signed by the parties below in accordance with Minnesota Statutes Section 16C.05, subdivision 2.

1.2 Expiration Date: June 30, 2023, or when all obligations have been satisfactorily fulfilled, whichever occurs first. MnDOT will use all reasonable efforts to promptly determine MPCA's final costs, so that MPCA funds are available for other projects and not tied up awaiting contract closeout. Should the contract not be closed out by June 30, 2023, then MPCA and MnDOT will amend this Agreement to allow MnDOT additional time for closeout processing and allow for MPCA to update encumbrance.

2 Scope of Work

2.1 MnDOT will prepare plans, specifications, and estimates for construction upon, along, and adjacent to Trunk Highway No. 61 from 1.8 miles north of Cutface Creek to 0.1 miles north of County State Aid Highway No. 14. MnDOT work will consist of grading, bituminous milling, bituminous surfacing, ADA improvements, signal, Bridge No. 16X08 and No. 16X11, and other associated construction. The work is generally known as the "Grand Marais Project". State Project numbers and related information is included in Exhibit "A", which is attached and incorporated into this Agreement. MPCA is participating in a portion of the Grand Marais Project, as further described in Section 2.2.

2.2 MPCA has provided plans, specifications, and special provisions ("MPCA Plans") for excavating, removing, hauling away, and disposing of contaminated soils ("MPCA Cost Participation Work") from certain property within the limits of MnDOT's Grand Marais Project. MnDOT and the MPCA both acknowledge that additional contamination exists but will not be excavated as part of this Project. Specific excavation limits are set within the MPCA Plans for the MPCA Cost Participation Work, are on file with the Commissioner of Transportation, and are attached and incorporated into this Agreement as Exhibit "B".

2.3 MnDOT will include the MPCA Plans in MnDOT's plans for the Grand Marais Project, and MnDOT will let and award a construction contract for the Grand Marais Project, pursuant to Minnesota Statutes §161.32, and MnDOT's standard processes and procedures.

2.4 MnDOT will administer the construction contract in accordance with MnDOT's standard practices and the Contract Documents. The Contract Documents include, but are not limited to, the plans, special provisions, and MnDOT's *Standard Specifications for Construction* (2018 edition). MnDOT will oversee all construction activities performed under the Contract Documents and will perform all construction engineering and inspection functions.

2.5 MPCA has designated AECOM to represent MPCA on-site at any time during project construction and will cause AECOM to be on-site during the MPCA Cost Participation Work. MPCA (through AECOM) will have the right to monitor construction to ensure MnDOT's contractor works in conformance with the MPCA Plans. MPCA will not direct the work of MnDOT's contractor, but will document and promptly report suspected non-conformance to

MnDOT's Chief Inspector or Project Engineer. MnDOT will work with the Contractor to remedy non-conformance in accordance with the Contract Documents. MnDOT will review suspected non-conformance, and remedies for such non-conformance, with MPCA's representative. If the project personnel are unable to reach agreement, the issue will be escalated to MnDOT's Resident Engineer for resolution. As the holder of the construction contract, MnDOT is ultimately and exclusively responsible for determining whether MnDOT must accept the contractor's work in accordance with MnDOT Standard Specification 1516.

2.6 MnDOT may, in consultation with MPCA, make minor field changes as needed to accommodate Grand Marais Project construction. Minor field changes are identified as nominal changes that result in no dollar amount adjustments.

2.7 MnDOT nor MPCA will direct the Contractor to perform work not covered by the contract, except in accordance with this provision.

2.7.1 MnDOT may make any changes not affecting the MPCA Cost Participation Work, without giving notice to MPCA.

2.7.2 If MPCA requests changes to work covered by the MPCA Plans, MnDOT will use its best efforts to accommodate those changes, and will discuss changes with MPCA if MnDOT cannot accommodate changes without unnecessary disruption to the Project. MPCA will be responsible for the cost of changes to the MPCA Cost Participation Work in accordance with Section 3.3.

3 Consideration and Payment

3.1 Utility Relocation & Necessary Permits. This Agreement does not cover any amount for utility relocation required by the MPCA Plans. MPCA will address utility relocations with the City of Grand Marais, and other affected utilities, separate from this Agreement. MPCA will acquire, at its own cost, necessary permits for the MPCA Cost Participation Work.

3.2 MPCA Cost, Total Obligation, Contingency Funds, and Construction Engineering Costs. MPCA's cost will consist of all of the following: (1) construction cost, as described in Section 3.3; (2) change order costs as described in Section 3.4; (3) claims costs as described in Section 3.5.; and (4) Construction Engineering costs as outlined in 3.8. MPCA's estimated total obligation under this Agreement is **\$518,541.29**. This amount may be increased only by amending this Agreement. If this amount is insufficient, MPCA will use best efforts to identify and encumber additional necessary funding. If MPCA fails to secure necessary funding, MnDOT may eliminate or reduce the MPCA Cost Participation Work. MPCA will establish a contingency amount of **\$61,458.71**. This contingency amount is not included in the MPCA's total obligation, and can only be released upon approval of MPCA's Project Manager by a signed change order.

3.3 Construction Cost. Exhibit "D" Preliminary Schedule "I", which is attached and incorporated into this Agreement, is an estimate of MPCA's cost for the MPCA Cost Participation Work covered by the MPCA plans. The MPCA's cost will be finalized after MnDOT receives and accepts a Contractor's bid, at which time MnDOT will issue a Revised Schedule "I", which will be deemed to be part of this Agreement. If the actual cost to MPCA exceeds the estimate in Preliminary Schedule "I", the MPCA must identify and encumber additional necessary funding, or MnDOT will eliminate the MPCA Cost Participation Work from the Grand Marais Project.

3.4 Change Order Costs. MPCA will pay for any change order costs attributable to the MPCA Cost Participation work covered by the MPCA Plans including, but not limited to, compensable changes under MnDOT Standard Specification 1402 (extra work, changed conditions, significant changes to the character of the work, suspensions ordered by the Engineer, and eliminated items). If a change order affects the MPCA Cost Participation work covered by the MPCA plans, MnDOT will request MPCA's concurrence in the change order. A sample change order is attached and incorporated into this Agreement as Exhibit "C". MnDOT will request that MPCA sign the change order to indicate concurrence in funding and work, but that concurrence will not make MPCA party to the contract between MnDOT and its Contractor. MnDOT and MPCA must deal promptly with change orders to avoid construction delay costs.

3.4.1 If a change order will exceed the MPCA's total obligation, but will be within the contingency amount identified by MPCA in 3.2, then MPCA may concur in the change order without amending this Agreement.

3.4.2 If a change order will increase the MPCA's obligation under this Agreement and exceed the contingency amount identified by MPCA, then MPCA and MnDOT will amend this Agreement. In order to avoid construction delay costs, after obtaining MPCA's concurrence in the change order (using the process described in Section 3.4.1), MnDOT may authorize MnDOT's contractor to proceed with the work, in accordance with Minnesota Statutes §161.32 (subd. 7), while MnDOT and MPCA process the amendment to this Interagency Agreement.

3.5 Claims Costs. MPCA will be responsible for claims costs attributable to MPCA Cost Participation Work covered by the MPCA Plans and in accordance with MnDOT Standard Specification 1517. Claims costs include, but are not limited to, costs resulting from errors or omissions in the MPCA Plans. MnDOT's construction contract includes an integrated change-notice-claims process consisting of MnDOT Standard Specifications 1402 (Contract Revisions) 1403 (Notification for Contract Revisions) and Claims (1517). MnDOT will enforce all applicable sections of the Standard Specifications, including the requirements for timely notice in Specification 1403.

3.6 Right-of-Way Costs. MPCA will, at its own costs, secure additional right-of way needed to perform the MPCA Cost Participation Work covered by the MPCA plans.

3.7 Credit for Liquidated Damages. If MnDOT assesses liquidated damages on its contractor, and any portion of those liquidated damages is attributable to the MPCA cost participation work, then MnDOT will provide a proportional credit to MPCA.

3.8 Construction Engineering Costs. MPCA will pay MnDOT a construction engineering charge of 6 percent (3 percent for construction administration, 2 percent for surveying and staking, and 1 percent for materials inspection) of the MPCA participation construction covered by this Agreement.

4 Conditions of Payment

4.1 MnDOT will pay its contractor at regular intervals as required by the contract, which could be as frequently as twice a month. MnDOT must receive payment from MPCA in an expedited manner, to avoid late payments that would give rise to an obligation to pay MnDOT's contractor interest under the State's prompt payment law. The MPCA will make reasonable efforts to pay MnDOT in time to enable MnDOT to make prompt payment to MnDOT's contractor in accordance with Minnesota Statutes §16A.124 and other applicable laws. This means that MPCA may have to process payments in a period shorter than the period provided in Minnesota Statutes §16A.124.

4.2 MnDOT generates and uses vouchers to document the amount payable to its contractor at each payment interval. In any period where MnDOT's contractor performs MPCA Cost Participation Work, MnDOT will submit a copy of the voucher to MPCA for review and approval. Each voucher will indicate MPCA's share for the MPCA Cost Participation work. The MPCA will make all reasonable efforts to pay MnDOT no later than 10 business days after MnDOT provides the voucher, unless there is a dispute about payment. Each voucher will be clearly labeled with "Net 10" when sent to MPCA. If there is a dispute about payment, MPCA will promptly pay any undisputed amount and MnDOT and MPCA will meet and confer to resolve any disputed amount. The voucher will serve as, and take the place of, a formal "invoice". MPCA will treat the voucher as an invoice and pay MPCA's undisputed amount to MnDOT using the voucher as the invoice. MnDOT should submit vouchers electronically to mpca.ap@state.mn.us and the MPCA's Project Manager at katherine.lewison@state.mn.us for faster processing. If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at (651) 757-2491.

5 Authorized Representative

5.1 The MPCA's Authorized Representative is Chris McLain, 520 Lafayette Road North, St. Paul, MN 55155, (651) 757-2562, chris.mclain@state.mn.us, or successor.

5.2 The MPCA's Project Manager is Kate Lewison, 18 Woodlake Drive, Rochester, MN 55904, (507) 206-2615, katherine.lewison@state.mn.us, or successor.

5.3 MnDOT's Authorized Representative is Malaki Ruranika, 395 John Ireland Boulevard, Mailstop 682, St. Paul MN 55155, (651) 366-4634, malaki.ruranika@mndot.mn.us, or successor.

5.4 MnDOT's Project Engineer is Ken Slama, 1123 Mesaba Avenue, Duluth, MN 55811, (218) 725-2743, Kenneth.slama@state.mn.us, or successor.

6 Assignment; Amendments; Waiver; Contract Complete

6.1 Assignment. No 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.

6.2 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.

6.3 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.

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

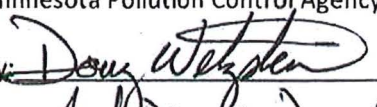
7 Liability

Each party will be responsible for its own acts and behavior and the results thereof. MnDOT does not agree to assume any liability for its contractor's operations, errors, or omissions, and MnDOT will require its contractor to indemnify the State and to provide insurance as MnDOT deems necessary.


8 Termination

MnDOT will provide a Revised Schedule I promptly after MnDOT determines the apparent low bidder. This Revised Schedule "I" will show MPCA's cost based on the actual apparent low bid. Either party may terminate this Agreement at any time before MnDOT awards a construction contract for the Grand Marais Project. After MnDOT awards the contract to its contractor, the contractor might be entitled to compensation if MnDOT terminates the contract or eliminates work from the contract; MPCA would only be responsible for contractor compensation directly related to the work outlined in 2.2 of this Interagency Agreement if MnDOT and MPCA mutually agree to terminate the work after project award. Therefore, this Interagency Agreement may be terminated only by mutual agreement after MnDOT awards a construction contract for the Grand Marais Project, so that MnDOT and MPCA can determine financial impacts of terminating the contract or reducing work. MnDOT's contract with its contractor authorizes MnDOT to suspend work, including in the event of a government shutdown. In the event of non-appropriation, the parties will meet and confer on how best to address the impacts of non-appropriation.


Minnesota Pollution Control Agency

By: 
Title: Asst. Division Director
Date: 6/4/2019

Encumbrance Verification:

By: 

Minnesota Department of Transportation

By: 
Title: State Design Engineer
Date: 6/6/19

MnDOT Contract Management

By: 

Date: 6/4/19

Date: 6-6-2019

SWIFT #/PO # 3000024101

Distribution:

Agency

Agency

Signatures

EXHIBIT "A"
MNDOT PROJECT NUMBERS AND RELATED INFORMATION

State Project Number: 1602-50
Trunk Highway Number: 61=001
State Project Number: 1603-51
State Aid Project Number: 016-090-004
State Aid Project Number: 016-610-008
Federal Project Number: NHPP-TA- 0061 (338)

NY 69784 1007/17/10 D1848V/D11104

WITH A REFERENCE TO THE INFORMATION PROVIDED BY THE COMPANY TO THE BOARD OF DIRECTORS AND THE SHAREHOLDERS.

FUNDING NOTE:

(C) 100% MPCA FUNDS.

3. IMPLACE SALVAGED MATERIALS, AND OTHER STRUCTURES DISTURBED BY CONSTRUCTION, INCLUDING BITUMINOUS, CONCRETE, AND AGGREGATES, MAY BE UTILIZED ON THIS PROJECT ACCORDING TO THE SPECIFICATIONS AND SPECIAL PROVISIONS. MATERIALS NOT UTILIZED ON THIS PROJECT WILL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF AT THE RISK OF THE CONTRACTOR. IN ACCORDANCE WITH ALL APPLICABLE PROVISIONS AND REQUIREMENTS, UNDER THE APPROVAL OF THE ENGINEER, THE CONTRACTOR WILL NOT BE ALLOWED TO REMOVE EXCESS MATERIAL OFF THE PROJECT UNTIL THE PROJECT IS COMPLETE UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
4. THE CONTRACTOR SHALL EXCAVATE ALL IMPLACE TOPSOIL WITHIN THE CONSTRUCTION LIMITS (EXCEPT WHERE SPECIFIED OTHERWISE) IN BOTH FILL AND CUT SECTIONS FOR SUBSEQUENT REUSE AS SLOPE DRESSING (PAID AS EXCAVATION - COMMON). UPON COMPLETION OF GRADING ACTIVITIES, THE CONTRACTOR SHALL PLACE SLOPE DRESSING (PAID AS COMMON EMBANKMENT (CIV)) ENGINE AND AS SPECIFIED IN THE PLAN AND BY THE ENGINEER.
5. THE MINIMUM REQUIRED DEPTH OF SLOPE DRESSING FOR ALL DISTURBED AND OR CONSTRUCTED TURF AREAS (UPON COMPLETION OF CONSTRUCTION) SHALL BE 4 INCHES, EXCEPT AS OTHERWISE AUTHORIZED BY THE ENGINEER.
6. THE CONTRACTOR SHALL NOT USE TEMPORARY EASEMENT AREAS FOR THE STORING OF MATERIALS OR EQUIPMENT, OR FOR ANY OTHER USE NOT APPROVED BY THE ENGINEER. TEMPORARY EASEMENT AREAS SHALL NOT BE USED AS SOURCES OF BORROW OR EMBANKMENT MATERIAL, OR FOR THE DISPOSAL OF MATERIAL. TEMPORARY EASEMENT AREAS SHOWN ON THE PLAN BEYOND THE CONSTRUCTION LIMITS SHALL NOT BE DISTURBED OR ENCRONCHED UPON WITHOUT PRIOR WRITTEN APPROVAL FROM THE ENGINEER. IF THE CONTRACTOR'S ACTIONS COMPACT TEMPORARY EASEMENT AREAS, THE CONTRACTOR MUST DISK OR TILL SUBSOIL TO REMOVE COMPACTION AND THIS WORK SHALL BE INCIDENTAL TO THE CONTRACT.
7. NO PAYMENT WILL BE MADE FOR TEMPORARY STOCKPILING OF EXCAVATION, EMBANKMENT, AND/OR BORROW MATERIAL.
8. PROVIDE A FULL DEPTH SAWCUT WHERE PLACING NEW PAVEMENT NEXT TO IMPLACE PAVEMENT TO ENSURE A UNIFORM JOINT.
9. GRANULAR BACKFILL ITEM INCLUDES SOIL AMENDMENT AND MATERIAL (ORC PELLETS) WORK IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
10. SKIN, HALL, AND DISPOSAL OF LIGHT NON-AQUEOUS PHASE LIQUID (LNAPL) IN ACCORDANCE WITH THE SPECIAL PROVISIONS.
11. ORNAMENTAL FENCE SHALL BE SALVAGED, PROTECTED, AND REINSTALLED IN ACCORDANCE WITH THE CONSTRUCTION PLAN.
12. SHALL BE IN COMPLIANCE WITH MOST STANDARD PLAN S-297.301.
13. PROVEN GEOTEXTILE FABRIC TYPE 5.
14. EXCAVATION BELOW THE GROUND WATER TABLE WILL BE COMPLETED UNDER WET CONDITIONS. DEWATERING SHALL NOT BE PERMITTED.
15. PROVIDE AND PLACE SOODING TYPE LAMN AND FERTILIZER WITH A TYPE S, SLOW RELEASE FERTILIZER IN ACCORDANCE WITH SPECIFICATIONS 38B1-2.83 AT A RATE OF 200 LBS/ACRE. FERTILIZER ANALYSIS 22-S-10.

WHEREVER PRACTICAL, THE GRADE SHALL BE SHAPED AND COMPACTED AT THE END OF EACH WORKING DAY TO SEAL THE SURFACE AND ACCOMMODATE DRAINAGE REQUIREMENTS. THIS SHALL BE INCIDENTAL.

ANY DEBRIS ENCOUNTERED BY THE CONTRACTOR SHALL BECOME PROPERTY OF THE CONTRACTOR AND SHALL BE DISPOSED OF OFF THE PROJECT RIGHT OF WAY.



CONSTRUCTION AND REMOVAL OF WORK ROADS OR STAGING AREAS THE CONTRACTOR BUILDS TO FACILITATE THE WORK, AND ALL RELATED TURF ESTABLISHMENT, SHALL BE INCIDENTAL. SUBSOILING SHALL BE REQUIRED AFTER THE REMOVAL OF THE WORK ROADS TO RESTORE PERMEABILITY OF THE UNDERLYING SOILS. PRIOR TO PLACEMENT OF SLOPE DRESSING, THIS WORK SHALL BE INCIDENTAL. WORK ROADS OR STAGING AREAS SHALL COMPLY WITH ALL REQUIREMENTS OF THE REGULATORY AGENCIES INCLUDING THE (CORPS OF ENGINEERS, DNR, AND MPCA).

THE CONTRACTOR'S PERSONNEL OR ANY OTHER PERSONNEL MAY NOT USE THE NEW CONSTRUCTION SURFACE OR SUBGRADE FOR THE PURPOSE OF STOCKPILING MATERIAL OR ANY OTHER MATERIAL FOR ANY LENGTH OF TIME DURING THE DURATION OF THE PROJECT.

THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH PROVIDING AND MAINTAINING TEMPORARY ACCESS DURING CONSTRUCTION FOR ALL PROPERTY OWNERS ADJACENT TO THE PROJECT. THIS SHALL BE INCIDENTAL.

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS UTILITY QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF C1/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

UTILITY WORK WILL BE PERFORMED BY OTHERS UNLESS NOTED OTHERWISE. THE PROTECTION OF ABOVE GROUND FACILITIES DURING CONSTRUCTION SHALL BE THE CONTRACTORS RESPONSIBILITY AND SHALL BE INCIDENTAL.

			I hereby certify that this work was prepared by me or under my direct supervision, and that I am a Licensed Professional Engineer under the laws of the State of Tennessee. Project name: <u>2010 South 40th</u>  Date: <u>18 MAR 2010</u> License # <u>45021</u>			DRAWN BY <u>ES</u> DESIGNED BY <u>ES</u> CHECKED BY <u>ES</u>			 600 A LITTLE ROCK, MISSISSIPPI MEMPHIS, MISSISSIPPI 38103 ALL PROJECTS 600 A LITTLE ROCK MISSISSIPPI 38103 WWW.AECOM.COM			T.H. 61 S.P. 1602-50 MPCA CS SERVICE S.P. LEAK9293 SUMMARY OF QUANTITIES			SHEET E-2 OF E-12		
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EE-2

STATION TO STATION				LOCATION	SALVAGE	REMOVE				SAWING	
					FENCE	CURB	CONCRETE DRIVEWAY PAVEMENT	BITUMINOUS DRIVEWAY PAVEMENT	STONE PAVERS	CONCRETE PAVEMENT (FULL DEPTH)	BITUMINOUS PAVEMENT (FULL DEPTH)
					LIN FT	LIN FT	SO YD	SO YD	SO FT	LIN FT	LIN FT
765+22	TO	766+63	RT				671				
765+36	TO	765+36	RT								3
766+04	TO	766+40	LT								55
766+04	TO	767+50	LT			246					
766+04	TO	766+40	LT				59				
766+16	TO	766+52	RT		40						
766+29	TO	766+29	RT					23			
766+39	TO	767+50	LT						113		
766+54	TO	766+99	LT				43				
766+55	TO	766+72	RT			16					
766+57	TO	766+57	RT					30			
766+63	TO	766+91	RT	55							
767+00	TO	767+41	LT				70				
767+42	TO	767+51	LT				5				
767+49	TO	767+51	LT								6
CHART TOTAL					55	40	262	848	53	113	64

EE-3

STATION TO STATION			LOCATION	GEOTEXTILE FABRIC TYPE 5	HAUL AND DISPOSE OF CONTAMINATED SOIL	EXCAVATION SPECIAL 1	EXCAVATION SPECIAL 2	HAUL AND DISPOSE OF CONTAMINATED MATERIAL ③
				② SQ YD	TON	CU YD	(P) CU YD	CU YD
765+69	TO	767+20	LT & RT	1667				
765+69	TO	767+20	LT & RT				2526	
765+69	TO	767+20	LT & RT					59
765+69	TO	767+20	LT & RT			213		
765+69	TO	767+20	LT & RT		4436			
CHART TOTAL				1667	4436	213	2526	59

EE-4

STATION TO STATION			LOCATION	EXCAVATION - COMMON	COMMON EMBANKMENT
				CU YD	CU YD
765+62	TO	767+23	LT & RT	1716	
765+62	TO	767+23	LT & RT		1731
CHART TOTAL				1716	1731

EE-5

STATION TO STATION			LOCATION	AGGREGATE BASE (CY) CLASS 5
				CU YD
755+70	TO	766+42	RT	30
766+04	TO	766+94	LT	20
CHART TOTAL				50

EE-1

STATION	LOCATION	CLEARING TREE	GRUBBIN TREE
766-15	RT	1	1
766-63	RT	1	1
766-69	RT	1	1
766-76	RT	1	1
CHART TOTAL		4	4

③ QUANTITY REFLECTS AN ANTICIPATED VOLUME OF 12,000 GALLONS OF LNAPL AND WATER MIXTURE.

(C) 100% MPCA FUNDS.

no	date	by	and name	revision
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I hereby certify that this person was interviewed by me
or under my direct supervision, and that I am in full
possession of the facts reported under the name of this
person of persons.

Print name JIMMYE L. BROWN

[Signature]

Date 18 MAR 2019 (Month, Day, Year) 2019

DRAWN BY <u>AD</u> DESIGNED BY <u>MS</u> CHECKED BY <u>JS</u>	DATE <u>10/1/80</u>
--	------------------------

AECOM

800-66-6666
 612-271-1111
 612-271-1111

T.H. 61 S.P. 1602-50
MPCA CS SERVICE S.P. LEAK9293
QUANTITY TABULATION

SHEET
E-3
OF
E-12

2360 PLANT MIXED ASPHALT PAVEMENT (C) EE-6				
STATION TO STATION		LOCATION	TYPE SP 9.5 WEARING COURSE MIXTURE (4.C)	
			TON	
765+22	TO	766+63	RT	150
766+04	TO	767+51	LT	95
CHART TOTAL				245

2451 STRUCTURE EXCAVATIONS & BACKFILLS (C) EE-7				
STATION TO STATION		LOCATION	GRANULAR BACKFILL	
			TON	
765+69	TO	767+20	LT & RT	4178
CHART TOTAL				4178

2531 CONCRETE ITEMS (C) EE-8				
STATION TO STATION		LOCATION	CONCRETE CURB AND GUTTER DESIGN B612	6" CONCRETE DRIVEWAY PAVEMENT
			LIN FT	SQ YD
766+16	TO	766+63	RT	52
766+55	TO	766+72	RT	16
CHART TOTAL				68

2557 FENCING (C) EE-9				
STATION TO STATION		LOCATION	INSTALL FENCE	CHAIN LINK SAFETY FENCE
			LIN FT	LIN FT
765+60	TO	767+25	LT & RT	503
766+63	TO	766+91	RT	55
CHART TOTAL				558

2571 PLANT INSTALLATION & ESTABLISHMENT (C) EE-10				
STATION		LOCATION	ORNAMENTAL TREE 5' HT BR	CONIFEROUS SHRUB 2' HT CONT
			TREE	SHRUB
766+15		RT		1
766+63		RT	1	
766+69		RT	1	
766+76		RT	1	
CHART TOTAL				3

2573 STORM WATER MANAGEMENT (C)			EE-11
STATION	LOCATION	STORM DRAIN INLET PROTECTION	
		EACH	
766+26	RT	1	
CHART TOTAL		1	

2574 SOIL PREPERATION (C)					EE-12
STATION TO STATION			LOCATION	FERTILIZER TYPE 3	
				POUND	
765+95	TO	766+85	RT	12	
CHART TOTAL				12	


2575 ESTABLISHING TURF AND CONTROLLING EROSION (C)				EE-13
STATION TO STATION		LOCATION		SODDING TYPE LAWN
				SO YD
765+99	TO	766+85	RT	286
CHART TOTAL				286

FUNDING NOTE:
(C) 100% MPCA FUNDS.

I hereby certify that this plan and specification are the work of me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota. Print Name: JON SCOTT Date: 18 MAR 2010 License #: 45011		DRAWN BY: JES DESIGNED BY: JES CHECKED BY: JES	AECOM <small>440 Le Chateau Circle, Suite 100 St. Paul, MN 55108-1171 612.592.8800 www.aecom.com</small>	T.H. 61 S.P. 1602-50 MPCA CS SERVICE S.P. LEAKS293 QUANTITY TABULATION	SHEET E-4 OF E-12
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EARTHWORK SUMMARY					
REMARKS	EXCAVATION			EMBANKMENT	
	EXCAVATION - COMMON	EXCAVATION SPECIAL 1	EXCAVATION SPECIAL 2	COMMON EMBANKMENT (CV)	GRANULAR BACKFILL
	CU YD ②③	CU YD	CU YD	CU YD ③⑤	TON ⑥
HIGHWAY 61 EXCAVATION ①					
STAGE 1	1078				
STAGE 2	638	213			
STAGE 3			2526		
STAGE 4					
STAGE 5					4178
STAGE 6					
STAGE 7				1731	
HIGHWAY 61 RECONSTRUCTION ①					






- ① EXCLUDED FROM MPCA CS SERVICE S.P. LEAK9293 QUANTITIES.
- ② INCLUDES 44 CU. YD. OF TOPSOIL STRIPPING.
- ③ SLOPE DRESSING INCLUDED IN COMMON EMBANKMENT (CV) QUANTITIES.
- ④ EXCAVATION - COMMON QUANTITY BEYOND MNDOT RIGHT OF WAY AND WITHIN PROPOSED EXCAVATION LIMITS ASSUMES A GRADING GRADE 6-INCHES BELOW EXISTING GRADE IN AREAS OF TOPSOIL AND PAVEMENT REMOVAL.
- ⑤ COMMON EMBANKMENT (CV) QUANTITY BEYOND MNDOT RIGHT OF WAY AND WITHIN PROPOSED EXCAVATION LIMITS ASSUMES A GRADING GRADE 10-INCHES BELOW FINISHED GRADE IN PAVED AREAS.
- ⑥ PROVIDE GRANULAR BACKFILL MEETING THE REQUIREMENTS OF 3149.2.G.2. OXYGEN RELEASE COMPOUND (ORC) SHALL BE INSTALLED WITH GRANULAR BACKFILL IN ACCORDANCE WITH SPECIAL PROVISIONS.

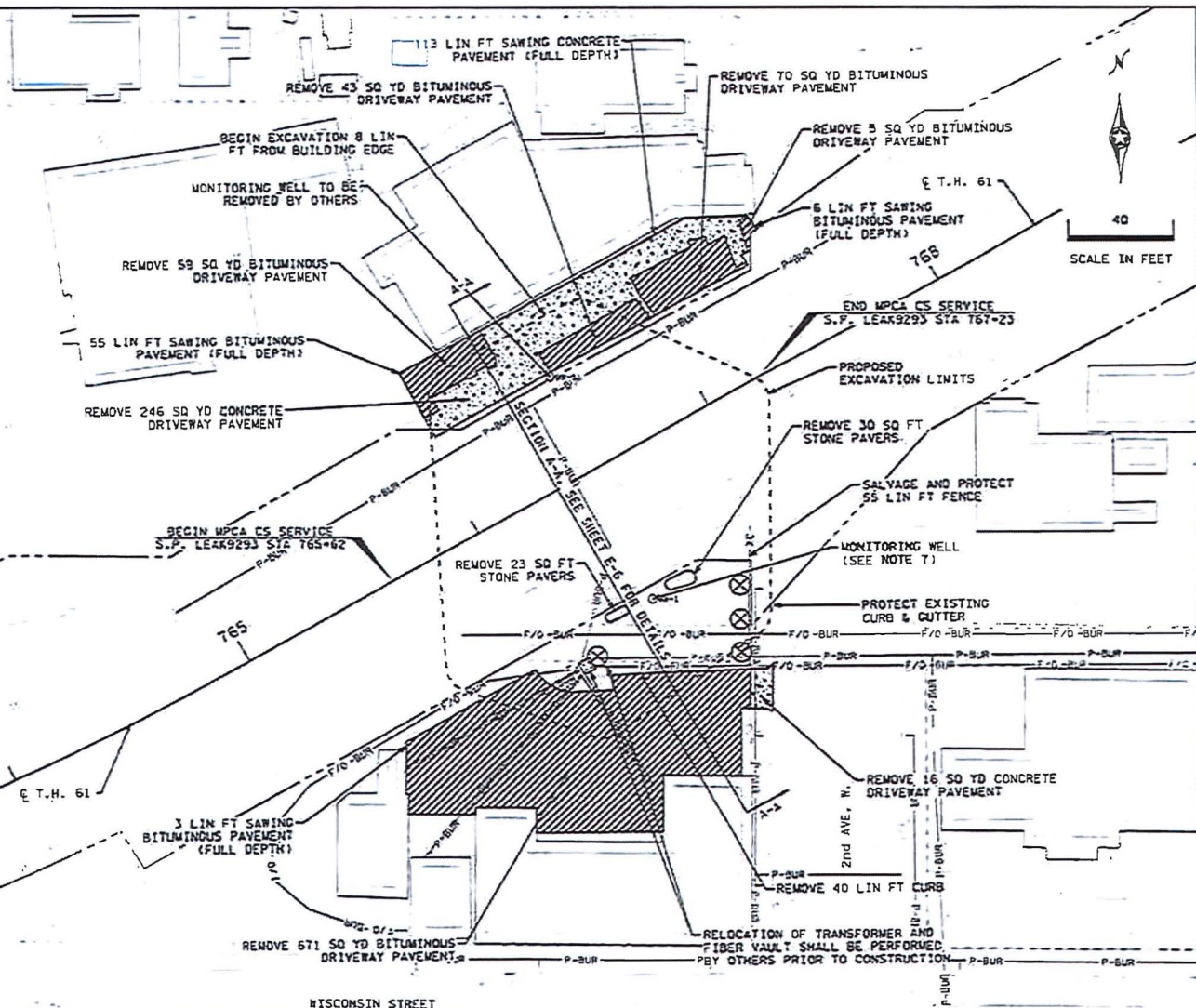
I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Kentucky. Print Name: <u>John A. Leary, P.E.</u> Date: <u>15 MAR 2015</u> License # <u>49011</u>		DRAFT BY AS DESIGNED BY NH CHECKED BY JS		 4800 South Central Expressway Suite 100 Louisville, KY 40243 502.261.2700 www.aecom.com		T.M. 61 S.P. 1602-50 MPCA CS SERVICE S.P. LEAKS293 EARTHWORK SUMMARY		SHEET E-5 OF E-12
NO DATE TIME SCALE APPR _____		REVISION _____						

NOTES:

1. CONTRACTOR TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING ANY CONSTRUCTION BY Gopher State One Call (651-454-0002 IN STATE, 1-800-252-1166 OUT OF STATE) AND PRIVATE UTILITY LOCATING COMPANY.
2. VERIFY HORIZONTAL LOCATION AND ELEVATION WHERE A UTILITY CONNECTION IS TO BE MADE. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR VARIATIONS FROM THE PLAN.
3. ALL REMOVAL ITEMS SHALL BECOME THE PROPERTY OF THE CONTRACTOR UNLESS OTHERWISE SPECIFIED IN THE PLAN DRAWINGS OR SPECIFICATIONS. REMOVED ITEMS SHALL BE DISPOSED OF OR RECYCLED OFF-SITE IN A MANNER MEETING ALL APPLICABLE LOCAL, STATE, AND FEDERAL REGULATIONS.
4. EXISTING UTILITIES ARE APPROXIMATE. ENGINEER MAKES NO CLAIM AS TO THE ACCURACY OF THE UTILITIES AS SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING UTILITIES.
5. TEMPORARY SERVICES AND UTILITY RELOCATION WORK SHALL BE PERFORMED BY UTILITY OWNERS. CONTRACTOR SHALL COORDINATE THEIR WORK WITH UTILITY OWNERS TO MINIMIZE COST TO THE OWNER.
6. COORDINATE THE DISCONNECTION OF ALL SERVICES PRIOR TO DEMOLITION WITH UTILITY OWNERS.
7. MONITORING WELL SHALL BE ABANDONED PER MDH REQUIREMENTS BY OTHERS PRIOR TO CONTRACT.

LEGEND

-  REMOVE BITUMINOUS DRIVEWAY PAVEMENT
-  REMOVE CONCRETE DRIVEWAY PAVEMENT
-  REMOVE CURB
-  CLEAR & GRUB
-  SAWING PAVEMENT (FULL DEPTH)



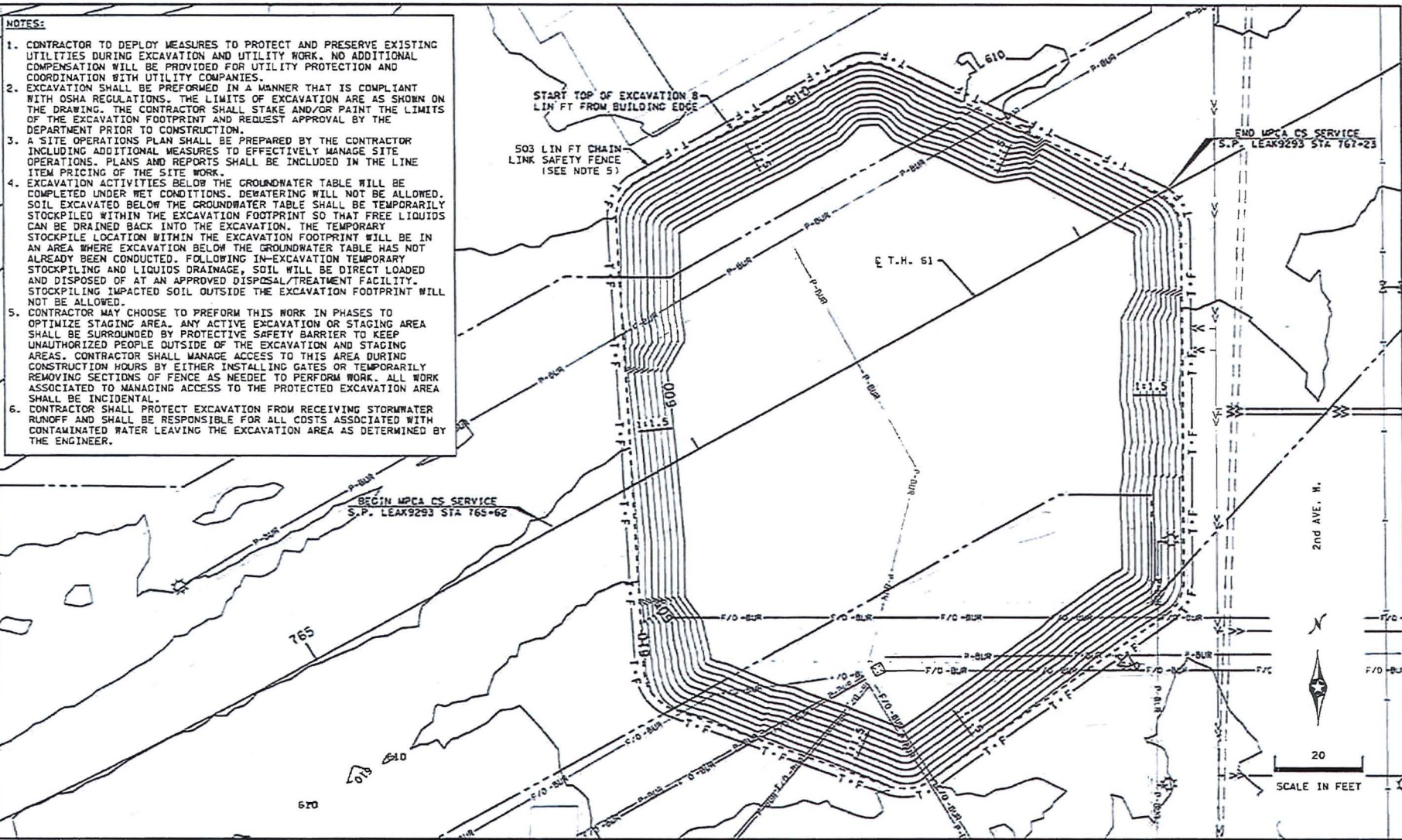
WISCONSIN STREET

<p>1. PORTED CERTIFY THAT THIS PLAN WAS PREPARED BY AN ENGINEER OR ARCHITECT REGISTERED IN THE STATE OF MINNESOTA AND THAT THE ENGINEER OR ARCHITECT HAS REVIEWED THE PLAN AND IS NOT PROVIDING ANY GUARANTEE OR WARRANTY FOR THE WORK OF THE CONTRACTOR.</p> <p>DATE: 18 JUL 2009</p>	<p>DESIGNED BY: [Signature]</p> <p>CHECKED BY: [Signature]</p>	<p>AECOM</p> <p>18 JUL 2009</p>	<p>T.H. 61 S.P. 1602-50</p> <p>MPCA CS SERVICE S.P. LEAK9293</p> <p>REMOVAL PLAN</p>	<p>SHEET E-9 OF E-12</p>
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DATE: 12-08-2019 BY: JAS/APPJ
PROJECT: MPCA CS SERVICE S.P. LEAK9293 STA 765-62
SHEET: E-10 OF E-12

NOTES:

1. CONTRACTOR TO DEPLOY MEASURES TO PROTECT AND PRESERVE EXISTING UTILITIES DURING EXCAVATION AND UTILITY WORK. NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR UTILITY PROTECTION AND COORDINATION WITH UTILITY COMPANIES.
2. EXCAVATION SHALL BE PERFORMED IN A MANNER THAT IS COMPLIANT WITH OSHA REGULATIONS. THE LIMITS OF EXCAVATION ARE AS SHOWN ON THE DRAWING. THE CONTRACTOR SHALL STAKE AND/OR PAINT THE LIMITS OF THE EXCAVATION FOOTPRINT AND REQUEST APPROVAL BY THE DEPARTMENT PRIOR TO CONSTRUCTION.
3. A SITE OPERATIONS PLAN SHALL BE PREPARED BY THE CONTRACTOR INCLUDING ADDITIONAL MEASURES TO EFFECTIVELY MANAGE SITE OPERATIONS. PLANS AND REPORTS SHALL BE INCLUDED IN THE LINE ITEM PRICING OF THE SITE WORK.
4. EXCAVATION ACTIVITIES BELOW THE GROUNDWATER TABLE WILL BE COMPLETED UNDER WET CONDITIONS. DEMATERING WILL NOT BE ALLOWED. SOIL EXCAVATED BELOW THE GROUNDWATER TABLE SHALL BE TEMPORARILY STOCKPILED WITHIN THE EXCAVATION FOOTPRINT SO THAT FREE LIQUIDS CAN BE DRAINED BACK INTO THE EXCAVATION. THE TEMPORARY STOCKPILE LOCATION WITHIN THE EXCAVATION FOOTPRINT WILL BE IN AN AREA WHERE EXCAVATION BELOW THE GROUNDWATER TABLE HAS NOT ALREADY BEEN CONDUCTED. FOLLOWING IN-EXCAVATION TEMPORARY STOCKPILING AND LIQUIDS DRAINAGE, SOIL WILL BE DIRECT LOADED AND DISPOSED OF AT AN APPROVED DISPOSAL/TREATMENT FACILITY. STOCKPILING IMPACTED SOIL OUTSIDE THE EXCAVATION FOOTPRINT WILL NOT BE ALLOWED.
5. CONTRACTOR MAY CHOOSE TO PREFORM THIS WORK IN PHASES TO OPTIMIZE STAGING AREA. ANY ACTIVE EXCAVATION OR STAGING AREA SHALL BE SURROUNDED BY PROTECTIVE SAFETY BARRIER TO KEEP UNAUTHORIZED PEOPLE OUTSIDE OF THE EXCAVATION AND STAGING AREAS. CONTRACTOR SHALL MANAGE ACCESS TO THIS AREA DURING CONSTRUCTION HOURS BY EITHER INSTALLING GATES OR TEMPORARILY REMOVING SECTIONS OF FENCE AS NEEDED TO PERFORM WORK. ALL WORK ASSOCIATED TO MANAGING ACCESS TO THE PROTECTED EXCAVATION AREA SHALL BE INCIDENTAL.
6. CONTRACTOR SHALL PROTECT EXCAVATION FROM RECEIVING STORMWATER RUNOFF AND SHALL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH CONTAMINATED WATER LEAVING THE EXCAVATION AREA AS DETERMINED BY THE ENGINEER.



DESIGNED BY AS	CHECKED BY AS
DATE 12-08-2019	CHECKED BY 23462

AECOM



400 LA VISTA AVENUE, SUITE 200
MINNEAPOLIS, MN 55412
TEL: 612.673.7000
WWW.AECOM.COM

T.H. 61 S.P. 1602-50
MPCA CS SERVICE S.P. LEAK9293
EXCAVATION PLAN

SHEET E-10 OF E-12

1. STAGE 1 EXCAVATION: EXCAVATE TO AN ELEVATION OF 606.7'.
2. STAGE 2 EXCAVATION: ASSIST IN OBTAINING SOIL SAMPLE AT GRID INTERSECTIONS THAT FALL WITHIN THE EXCAVATION FOOTPRINT.
3. SOIL SAMPLE TO BE COLLECTED AT A DEPTH AS DIRECTED BY THE ENGINEER, BUT NO DEEPER THAN ELEVATION 605.2'.
4. ASSIST ENGINEER IN OBTAINING SOIL SAMPLE BY EXCAVATING A 1' DEEP HOLE NO DEEPER THAN ELEVATION 605.2' AT GRID INTERSECTIONS THAT FALL WITHIN THE EXCAVATION FOOTPRINT. THIS WORK SHALL BE INCIDENTAL.



				I hereby certify that this plan was prepared by me or under my direct supervision, and that I am a duly licensed Professional Engineer under the laws of the State of Wisconsin. Print Name: <u>DAVID WOOD</u>  Date: <u>10 MAR 2019</u> License # <u>29452</u>		DRAWN BY AB DESIGNED BY HG CHECKED BY DS		 800 LA SALLE AVENUE, SUITE 500 WILMINGTON, DELAWARE 19801 TEL: 302.771.1000 WWW.AECOM.COM		T.H. 61 S.P. 1602-50 MPCA CS SERVICE S.P. LEAK9293 EXCAVATION PLAN		SHEET E-1 OF E-12	
NO. DATE BY CAD APPR. REVISION													

Contract: 180150

Prime Contractor: Duinick, Inc., 0000198793

CO Type: COLevel2

State Proj. No.: 1703-73

Fed. Proj. No.: 1703-73 / STATE FUNDS

District: 7 Mankato

Reason: 1402.1 Alt of Work M

Location: LOCATED ON T.H. 60 FROM T.H. 62 TO 285' NE OF 490TH AVE.

Description: 12 Inch PVC Pipe Drain

Explanation:

Issue The drainage plan calls for the installation of an 8-inch diameter PVC pipe sewer in the southeast quadrant of the TH62/TH60 intersection in Windom. A field review determined that the in-place pipe diameter is 12 inches. The Engineer does not want to downsize the pipe drain capacity at that location.

Resolution 1. The Contractor will construct the new 12" PVC pipe sewer in-place of the 8-inch PVC. The location of the pipe drain and connection will not change.
2. The work will be done in accordance with Contract requirements and to the satisfaction of the Engineer.

Entitlement The Engineer has determined the Contract needs to be revised in accordance with specification 1402.1 Alteration of Work.

Impact 4. This document does not change Contract Time.

Cost See cost justification breakdown in project file.

Payment See attached Estimate of Cost.

Increases/Decreases

Item Description	Item ID	Project Line	Contract Line	Project	Category	Item Source	Quantity Inc/Dec	Unit	Unit Price	Dollar Amount
8" PVC PIPE SEWER	2503503/13080	0570	0295	116074	0001	Original	-43.000	L F	\$25.00	-\$1,075.00
Total:										-\$1,075.00

New Items

Item Description	Item ID	Item Reason	Project Line	Cont. Line	Project	Category	Funding	Quantity	Unit	Unit Price	Dollar Amount
CO #4 - 12 Inch PVC Pipe Installation	1402601/00010	Neg	1470	720	116074	0001 - SP 1703-73	0001 - SP 1703-73	1.000	LS	\$660.00	\$660.00
CO #4 - 12 Inch PVC "Y" Material Invoice	1402621/00010	Neg	1480	725	116074	0001 - SP 1703-73	0001 - SP 1703-73	518.000	DOL	\$1.00	\$518.00
CO #4 - 12 Inch PVC Pipe Material Invoice	1402621/00010	Neg	1490	730	116074	0001 - SP 1703-73	0001 - SP 1703-73	570.000	DOL	\$1.00	\$570.00
CO #4 - Prime Contractor Markup (On Increase Only)	1402621/00010	Neg	1500	735	116074	0001 - SP 1703-73	0001 - SP 1703-73	67.300	DOL	\$1.00	\$67.30
Total:											\$1,815.30

Time Adjustments

Time ID	Time Description	Time Type	Original	Current	Adjustment	New
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Project/Category Summary

Project	Project Description	Federal	Category	Category Description	Dollar Amount
116074	BITUMINOUS MILL & OVERLAY, ADA IMPROVEMENTS, FULL DEPTH RECLAMATION, & LOOP DETECTORS.	NO	0001	SP 1703-73	\$740.30
Net Change Order Amount:					\$740.30

	Signature & Date
Project Engineer/Project Supervisor	
Contractor	
Commissioner of Transportation Pursuant to Delegation	
Commissioner of Administration Pursuant to Delegation	
Consultant Contract Administrator (recommendation for Approval only)	
Local Agency (if funded wholly or in part by Local Agency)	

ATTACHMENTS: By signing this agreement, the Contractor acknowledges receipt of the specified attachments (if applicable)

EXHIBIT "D" PRELIMINARY SCHEDULE "I"**Interagency Agreement No. 1032027****Minnesota Pollution Control Agency**

S.P. 1602-50 (T.H. 61=001)

Preliminary: May 6, 2019

S.P. 1603-51

S.A.P. 016-090-004

S.A.P. 016-610-008

L.P. LEAK 9293

Fed. Proj. NHPP-TA 0061 (338)

Grading, bituminous milling, bituminous surfacing, ADA improvements, signal, and Bridge No. 16X08 & 16X11 construction to start approximately November 1, 2019 under State Contract No. _____ with _____ located on Trunk Highway No. 61 from 1.8 miles north of Cutface Creek to 0.1 miles north of County State Aid Highway No. 14

CITY COST PARTICIPATION

MPCA Construction Costs From Sheet No. 2

489,189.90

Construction Engineering (6%)

29,351.39

Total MPCA Project Cost**\$518,541.29**

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

1032027

ITEM NUMBER	S.P. 1602-50 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.04	768,000.00	30,720.00
2031.502	FIELD OFFICE	LUMP SUM	0.04	14,000.00	560.00
2031.502	FIELD LABORATORY	LUMP SUM	0.04	70,000.00	2,800.00
2101.524	CLEARING	TREE	4.00	300.00	1,200.00
2101.524	GRUBBING	TREE	4.00	175.00	700.00
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	113.00	5.00	565.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	64.00	1.75	112.00
2104.503	REMOVE CURB	LIN FT	40.00	4.00	160.00
2104.503	SALVAGE FENCE	LIN FT	55.00	13.00	715.00
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	262.00	2.50	655.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT (P)	SQ YD	848.00	2.50	2,120.00
2104.618	REMOVE STONE PAVERS	SQ FT	53.00	45.00	2,385.00
2105.504	GEOTEXTILE FABRIC TYPE 5	SQ YD	1,667.00	4.00	6,668.00
2105.607	EXCAVATION SPECIAL 1	CU YD	213.00	25.00	5,325.00
2105.607	EXCAVATION SPECIAL 2	CU YD	2,526.00	16.00	40,416.00
2105.607	HAUL AND DISPOSE OF CONTAMINATED MATERIAL (P)	CU YD	2,526.00	42.00	106,092.00
2105.609	HAUL AND DISPOSE OF CONTAMINATED SOIL	TON	383.00	30.00	11,490.00
2106.507	EXCAVATION - COMMON (P)	CU YD	1,716.00	8.00	13,728.00
2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	1,731.00	6.00	10,386.00
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	50.00	37.00	1,850.00
2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C)	TON	245.00	65.00	15,925.00
2451.609	GRANULAR BACKFILL	TON	4,178.00	42.00	175,476.00
2503.623	PUMPING	M GALLON	12.00	1,967.00	23,604.00
2531.603	CONCRETE CURB AND GUTTER	LIN FT	52.00	40.00	2,080.00
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	16.00	65.00	1,040.00
2557.502	ELECTRICAL GROUND	EACH	2.00	190.00	380.00
2557.603	WIRE FENCE DESIGN 48V-9322	LIN FT	55.00	55.00	3,025.00
2557.603	CHAIN LINK SAFETY FENCE	LIN FT	503.00	10.00	5,030.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.04	515,000.00	20,600.00
2571.524	ORNAMENTAL TREE 5' HT BR	TREE	3.00	350.00	1,050.00
2571.525	CONIFEROUS SHRUB 2' HT CONT	TREE	1.00	120.00	120.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	1.00	202.50	202.50
2574.508	FERTILIZER TYPE 3	POUND	12.00	0.70	8.40
2575.504	SODDING TYPE LAWN	SQ YD	286.00	7.00	2,002.00
				TOTAL	\$489,189.90
	(1) 100% MPCA COST	\$489,189.90			

Data is considered Non-public prior to project award.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.21 and 471.59, this is an agreement between Minnesota Management and Budget and Pollution Control Agency.

1. Services to be Performed:

MMB will design and implement training and development programs for executive branch employees to promote individual, group, and agency efficiency and effectiveness. The programs will include but are not limited to mandatory training and development requirements.

Authorized Agents:

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

2. Consideration and Terms of Payment:

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

TOTAL COST for FY 19= \$28,552

You will receive a quarterly invoice from MMB for 25% of this amount, beginning August 2018. Each quarterly invoice shall be paid within 30 days of receipt.


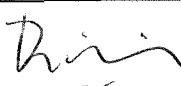
3. Term of Agreement:

This agreement is effective July 20, 2018, and shall remain in effect until June 30, 2019.

4. Amendments:

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

Approved:

1. Agency Signature	2. Minnesota Management & Budget
By: 	By: 
Title: CFO	Title: CFO
Date: 27 July 18	Date: 7-27-18



MAD Project Number: 2019-036 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Pollution Control Agency

MAD Contact: Henriët Hendriks

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$10,000.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

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

Contract: _____
Number/Date/Entry Initials

Order: _____
Number/Date/Signatures

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

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

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Authorized Representatives:

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

Management Analysis and Development: Henriët Hendriks Requesting Agency: Laura Millberg

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 71 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$60.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed \$10,000.00.

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 September 7, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis and Development
By: <i>Katie Smith</i>	By: <i>Renda E. Rapp</i>
Title: <i>Asst. Division Director</i>	Title: <i>Business Manager</i>
Date: <i>7/5/18</i>	Date: <i>Aug 31, 2018</i>

Proposal

Minnesota Pollution Control Agency—
Minnesota GreenCorps Evaluation
August 17, 2018

Proposal prepared by:

Henriët Hendriks

651-259-3817

henriet.hendriks@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

Background

The Minnesota GreenCorps is a statewide program coordinated by the Minnesota Pollution Control Agency. It annually places approximately 40 AmeriCorps members in various host sites across the state with the goal “to preserve and protect Minnesota’s environment while training a new generation of environmental professionals.”¹ Members work on projects under the focus areas of air pollution reduction, waste reduction, recycling, and organics management, green infrastructure improvements, and community readiness and outreach. Per its evaluation plan submitted with its 2018 application for federal funding, “Minnesota GreenCorps’ theory of change is that having AmeriCorps members assess conditions, engage the public, and implement environmental best practices will improve host communities’ environmental stewardship, expand local capacity, and train members of the next-generation green workforce. As such, Minnesota GreenCorps helps to strengthen host communities’ resiliency.”²

MPCA is committed to evaluating and improving the program and has made ongoing investments and changes, including independent evaluations of the program in 2013 and 2017. MPCA is required to conduct and submit another evaluation with its next application for renewed federal funding to sustain the program.

MPCA asked Management Analysis & Development (MAD) to prepare a proposal for research and support during the first year (fiscal year 2019) of the independent evaluation of the program, with specific attention to the following two research questions as stated in the program’s evaluation plan:

1. To what extent do structures served by GreenCorps members in the area of Air Pollutant Reduction demonstrate reductions in energy usage as a result of member support?
2. Does Minnesota GreenCorps build capacity at host site organizations?³

Products

MAD would use quantitative and qualitative research methods to conduct the first stage of the evaluation of the GreenCorps program, building on the previous evaluations and on existing data collection tools. MAD would prepare a memo summarizing the findings of the data collection that takes place in fiscal year 2019 and provide recommendations for continued data collection and evaluation in fiscal year 2020. MAD would also work with Minnesota GreenCorps program staff to prepare an evaluation work plan for fiscal year 2020.

¹ <https://www.pca.state.mn.us/waste/minnesota-greencorps>, Accessed August 9, 2018.

² Minnesota GreenCorps Evaluation Plan for program years 2018-2021, as submitted to and approved by ServeMN.

³ Ibid.

Activities, Timeline, and Project Costs

The overall timeline for the project would be August 20, 2018 (or when the interagency agreement is signed) through June 30, 2019. If the interagency agreement is not signed by September 7, 2018, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

The activities below are based on initial scoping conversations with the client. MAD would work flexibly with the client to meet the objectives of the project within the total hours estimated below.

Activities	Hours
Research question 1:	35
Potential activities include:	
<ul style="list-style-type: none"> Interviews with up to four 2017-18 Energy Conservation host sites to determine willingness to participate in continued data collection and learn about their successful practices at entering and maintaining B3 benchmark data (Fall 2018); Develop a data collection plan with 2017-18 Energy Conservation host sites willing to participate in continued data collection (Fall 2018); Meet with up to four 2018-19 Energy Conservation host sites and their members during orientation in late September to explain evaluation plan requirements; Interviews with up to four 2018-19 Energy Conservation host sites to determine willingness to participate in data collection on retrofitted buildings/structures, and Follow up with 2018-19 Energy Conservation host sites and their members on a regular basis (e.g. bi-monthly) to check in on B3 benchmarking and building retrofits, data collection, and potential challenges. 	
MAD would provide the client with regular updates on building retrofit data collection from 2017-18 and 2018-19 Energy Conservation host sites.	
Research question 2:	20
Potential activities include:	
<ul style="list-style-type: none"> Review of host site supervisor pre/post-survey data from the previous evaluation; Work with program staff to revise the pre and post questionnaires if necessary; Administer the pre-survey to host site supervisors during orientation in late-September, and Enter survey data and conduct initial analyses. 	
MAD would provide the client with updates on data collection and analysis as needed.	
Fiscal year 2020 evaluation planning:	5
Potential activities include review of findings from the first phase of data collection with program staff and, together with program staff, develop an evaluation work plan for fiscal year 2020.	
Subtotal	60
Project management, including client communication (18%)	11
Estimated expenses: Travel with lodging, mileage and rental car costs	\$60

August 17, 2018

Activities	Hours
Total hours	71
Total costs: (71 hours times \$140, plus \$60 in expenses)	\$10,000

The estimates in the table above are based on the following assumptions:

- MPCA will identify 2017-18 and 2018-19 host sites for MAD to contact.
- MPCA will provide MAD with up-to-date contact lists (including email addresses) of current and past GreenCorps members and host sites.
- For research question #1, interviews with previous host sites and follow-ups with current host site supervisors and members would take place by phone, with the possibility of one host site visit in Greater Minnesota.
- In case hours remain after activities for research questions #1 and #2, MAD would provide flexible consulting in response to program staff needs for additional support in the first stage of data collection for the program evaluation.

Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Laura Millberg. The MAD project lead would be Henriët Hendriks; other MAD consultants would also provide services to the client.

Client Responsibilities

MPCA would provide timely access to key staff and program data. MAD assumes that the client will be engaged at key stages of the project, such as data collection tool development, findings and recommendations review, and planning for fiscal year 2020.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

August 17, 2018

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an Interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

MAD Project Number: 2019-127

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES

Requesting Agency: Minnesota Pollution Control Agency

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: \$29,700.00	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: # 152834/2-1-19 Baylin Order: R3201-3000023173/2/4/19/ Renda Rappa
 Number/Date/Entry Initials Number/Date/Signatures
[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]

This is an agreement between the Minnesota Pollution Control Agency (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 North Highland the Division will sub-contract with North Highland to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.

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: Laura Millberg

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 \$27,500 according to the breakdown of services provided by North Highland as identified under Initiative Costs in Exhibit A. The Division will also invoice up to \$2,200.00 for project management. The total amount the Division will invoice under this agreement shall not exceed \$29,700.00.

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 February 4, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until April 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

Approved:

1. Management Analysis and Development	2. Minnesota Pollution Control Agency
By: <i>Randa E. Rapp</i> Title: <i>Business Manager</i> Date: <i>Feb 1, 2019</i>	By: <i>John Smith</i> Title: <i>Asst. Division Director</i> Date: <i>2/4/19</i>



CLIMATE CHANGE RISK ASSESSMENT FACILITATION

Proposal

January 25, 2019

Prepared by:

North Highland
100 South Fifth Street, Suite 1725
Minneapolis, Minnesota 55402

Jeff Smith
Associate Vice President
+1.651.303.9102
jeff.smith@northhighland.com

northhighland.
WORLDWIDE CONSULTING

CONTENTS

INTRODUCTION.....	2
PROJECT BACKGROUND & UNDERSTANDING OF OBJECTIVES.....	3
<i>Understanding of the Current Situation.....</i>	<i>3</i>
<i>North Highland's Proposed Approach.....</i>	<i>4</i>
<i>Project Deliverables</i>	<i>6</i>
<i>Project Resources</i>	<i>6</i>
<i>Resources to be Provided by MPCA</i>	<i>7</i>
INITIATIVE COSTS, TIMELINE AND ASSUMPTIONS	8
<i>Initiative Costs</i>	<i>8</i>
<i>Initiative Timeline</i>	<i>8</i>
<i>Assumptions</i>	<i>8</i>
RELEVANT EXPERIENCE	9
<i>Consultant Experience</i>	<i>9</i>

INTRODUCTION

January 25, 2019

Laura Millberg
MPCA Climate Adaptation Coordinator
Minnesota Pollution Control Agency (MPCA)
State of Minnesota

Dear Laura,

Thank you for considering North Highland as a professional services provider to support the facilitation of a Climate Change Risk Assessment. Based on our current understanding of your needs, we are pleased to present our Proposal to assist you with this important effort.

Our proposal addresses the following elements to assist you in this effort:

- Project Background & Understanding Objectives
- Initiative Costs & Assumptions
- Relevant Experience

Success is about people and partnership. Like other consulting firms, we offer a team of experienced professionals with deep and relevant skills. However, how North Highland differs is not in the work we do, but in the way in which we collaborate with our client teams. The partnership we build with our clients is core to our success.

We look forward to the opportunity to work with the MPCA on this very important project. I can be reached at +1.651.303.9102 or by email at jeff.smith@northhighland.com.

Sincerely,



Jeff Smith

North Highland
Associate Vice President
Minneapolis Office

PROJECT BACKGROUND & UNDERSTANDING OF OBJECTIVES

Understanding of the Current Situation

The Minnesota Pollution Control Agency created the MPCA Climate Adaptation Team (MCAT) in December of 2013 with the mission of advancing climate adaption through collaboration among the Agency's division and programs. In 2014 the MCAT completed a report titled "MPCA Climate Adaptation Strategy & Proposed Near-Term Actions". The report included a review of the MPCA Strategic Plan and the vulnerabilities that changes to the climate may create, as well as 10 specific climate adaptation recommendations.

In 2018 the MCAT proposed a new MPCA strategic plan goal to "Act on opportunities to increase resilience of communities and the environment to climate change impacts." This goal was adopted as part of the 2018 – 2022 MPCA Strategic Plan. The actions identified as important to supporting the Strategic Plan Goal included:

- Identifying Climate Adaptation Leads for each program
- Inclusion of Climate Adaptation into Program Plans
- Assessment of climate change risks
- Identification of opportunities to reduce risk
- Take action to increase resilience

Specifically, when it came to assessing climate change risks the Programs are to consider:

- Staff and program operations
- Customers and stakeholders
- Appropriateness of rules and regulations
- Ability to meet environmental mission

The MPCA recognizes that the Programs have many responsibilities and yet is anxious to complete the Climate Change Risk Assessments. To that end, the MPCA is interested in engaging a consulting partner capable of:

- Identifying the most appropriate approach and content of the risk assessments
- Facilitate conversations with the Programs and document the results of the risk assessments
- Complete all activities and deliverables within the \$27,500 budget that has been identified

The MPCA Team has indicated the desire to address as many of the Tier 1 programs as possible during the Risk Assessment project which includes the following programs:

- | | |
|-----------------------------------|-------------------------|
| • Air Non-Point | • SSTS |
| • Brownfields | • Stormwater |
| • Community & Business Assistance | • Superfund |
| • Emergency Response | • Surface Water Ambient |
| • Feedlots | • Wastewater |
| • Solid Waste | • Watershed |

North Highland's Proposed Approach

The North Highland team has reviewed proven Climate Change Risk Assessment approaches we believe will meet the needs of MPCA. We are also willing to adopt one if the MPCA already has a strong preference or quickly create or modify an approach that uniquely fits the MPCA's needs. It is critical we agree to the Climate Change Risk Assessment approach in the first week of the project in order to maximize the time available to conduct Risk Assessment conversations with the Programs.

North Highland proposes the following activities to support the project:

1. Review/Define Assessment Goals
2. Define, develop, and agree to Risk Assessment approach, including
 - Assessment Questions
 - Assessment Evaluation Criteria
 - Assessment Outputs
3. Schedule meetings

The following are repeated for each Program:

4. Send out Survey or a Pre-review
5. Conduct Risk Assessment Workshop
6. Consolidate Workshop Content for Draft Assessment Findings
7. Review Initial Assessment Findings with Program
8. Iterate and adjustment based on Review

North Highland currently estimates we will be able to complete 6-8 Program Risk Assessments. This assumes that Programs and their necessary resources will be readily available and meetings will be scheduled quickly. We propose the following draft timeline:

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7
Goals & Risk Assessment Design							
Program #1 Risk Assessment Workshop Final Review							
Program #2 Risk Assessment Workshop Final Review							
Program #3 Risk Assessment Workshop Final Review							
Program #4 Risk Assessment Workshop Final Review							
Program #5 Risk Assessment Workshop Final Review							
Program #6 Risk Assessment Workshop Final Review							
Program #7 Risk Assessment Workshop Final Review							
Project Finalization							

The timeline includes two, weeklong breaks, the first to allow additional time for the initial Program Workshops to be scheduled and the second aligns with our expected resource's vacation, assuming a February 4 start date.

Assuming a February 4th start date we would expect to conclude the project on approximately April 3rd. A final project plan will be developed once contracts are complete and a start date has been determined. North Highland recognizes that meetings are not always able to be scheduled exactly when planned, but to support the timely conclusion of the project must start no later than February 25 and end no later than April 19.

The two critical activities in accomplishing the project are the Risk Assessment Workshops and the Final Review. Below we share initial thoughts on our approach, with the caveat that the first week of the project will be focused on developing agreement with MPCA on ensuring the approach and content is aligned with your long-term goals.

Risk Assessment Workshop

Our suggested approach to the workshops is to have 2-hour sessions that are preceded by a survey or pre-read materials so that participants come primed for an active discussion resulting in progress. Whenever possible it is best to have the critical program participants all in the same room for the Workshop, when this is not possible holding the meetings by Skype is a reasonable alternative. Our experience is that Workshops are most effective when they contain 6-10 people. Beyond 12 gets difficult for everyone to fully participate and stay on task. Our workshops include introductions of all participants as well as a review of the goals and objectives of the workshop. The bulk of the workshop will be focused on discussing each of the areas of Program Risk the MPCA has already identified:

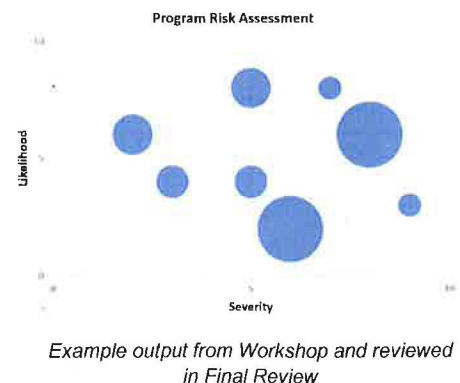
- Staff and program operations
- Customers and stakeholders
- Appropriateness of rules and regulations
- Ability to meet environmental mission

In each area we anticipate discussing what specific risks the Program staff see, and for each, what severity, frequency, likelihood and duration, are associated. Additionally, a discussion about potential adaptation approaches will be expected to support each Program determining next steps.

Final Review

While the Workshops will cover the most critical information to reach the project objectives, it is frequently difficult to clearly see and position risks relative to each other during a workshop. In addition, a workshop frequently raises issues that may require some amount of research. For these reasons we have created a Final Review activity that will allow Programs the ability to come back together later.

The focus of the Final Review will be to review the risks discussed in the Workshop relative to each other. This will allow priorities to be established on the most important risks and focus on adaptation efforts. Final Review meetings typically last 1 to 2 hours and contain as many of the Workshop participants as possible. The Review will present an opportunity to ensure there is agreement and alignment on the conclusions as well as to further identify and discuss potential adaptation efforts.



Project Deliverables

Based on our current understanding of what MPCA is hoping to accomplish for this project North Highland proposes to produce the following deliverables:

- Risk Assessment Approach, including:
 - Questions
 - Eval Criteria
 - Outputs
- A report for each Program that contains the following for each of the 4 risk considerations (1. Staff and program operations; 2. Customers and stakeholders; 3. Appropriateness of rules and regulations; 4. Ability to meet environmental mission):
 - Risks Identified
 - Assessment "Scores" for each Risk
 - Risk Matrix by risk consideration and potentially across all risk considerations
 - Any identified potential adaptation ideas/strategies

Project Resources

North Highland will provide the following team to support the project:

Role #	Role	Responsibilities
1	Project Facilitator	<p>Focus will center on leading daily deliverable execution efforts and serving as the immediate point of contact and escalation for MPCA leadership. This team member will provide expertise in the design and execution of the assessment. Key responsibilities include:</p> <ul style="list-style-type: none"> • <i>Design Risk Assessment content and approach</i> • <i>Schedule meetings with Programs, with MPCA guidance and support</i> • <i>Facilitate Risk Assessment conversations</i> • <i>Document results of Risk Assessment conversations</i>
2	Executive Advisor & Quality Assurance	<p>Focus is comprised of expertise, accountability, and leadership in two categories. The first category provides assessment advice and guidance to MPCA leadership and providing ongoing quality review of assessment deliverables. The second category provides end-to-end assessment leadership, deliverable quality review, and executive-level escalation. Key responsibilities include:</p> <ul style="list-style-type: none"> • <i>Provide assistance in the Risk Assessment Approach Design</i> • <i>Review and advise all project deliverables</i> • <i>Support the Project Facilitator, as needed</i>

Resources to be Provided by MPCA

It is expected that MPCA will provide the following guidance and infrastructure for the effort:

- Identification of resources necessary to fully plan and manage Risk Assessment activities
- Identification of key stakeholders and decision makers to assist in Risk Assessment design and approach as well as resolutions to any issues that arise
- Identification of Program participants needed to conduct Risk Assessment Workshops
- Any critical information, content and/or data about the Programs to be assessed, this may include computers, software, and/or network access
- Physical workspace near the MPCA team

North Highland's primary goal is to support MPCA in achieving the successful completion of as many Risk Assessments as possible within the budget allocated.

INITIATIVE COSTS, TIMELINE AND ASSUMPTIONS

Initiative Costs

North Highland has identified resources with the skills and ability to work with, and across, all programs to develop and facilitate the climate change risk assessments.

The project schedule assumes the Project Facilitator and the Executive Advisor are part-time roles.

Risk Assessment Design completion = \$4,500 - targeted for the conclusion of Week 1

Work Week 4 conclusion = \$12,000

Final Risk Assessment Review completion & Program Report completion not to extend beyond April 19 = \$11,000 - targeted for conclusion of Week 7

Total cost not to exceed \$27,500

Initiative Timeline

As noted earlier in the proposal, we are working toward a start date of February 4th and a project conclusion on approximately April 3rd. A final project plan will be developed once contracts are complete and a start date has been determined. North Highland recognizes that meetings are not always able to be scheduled exactly when planned, but to support the timely conclusion of the project must start no later than February 25 and end no later than April 19.

Assumptions

North Highland assumes the following in order to achieve a successful conclusion of the project in the 6.5 weeks:

- Review and approval of the Risk Assessment Approach, including the Questions, Evaluation Criteria and Outputs at the conclusion of Week 1. If delays occur, it is likely fewer programs are able to be assessed
- MPCA would be engaging North Highland in 6.5 weeks of part time work. If scheduling and Program resource availability is limited this may cause the team to address fewer programs than contained in this proposal.
- Acknowledging that not all 12 Tier 1 Programs will be able to be assessed in this effort, the MPCA will identify the highest priority, and most ready to participate, programs.

RELEVANT EXPERIENCE

Consultant Experience

Below are representative resumes of consultants we anticipate staffing on this project should North Highland be selected:

Role #1 – Project Facilitator: Nicole Atkinson

Nicole is an experienced consultant of more than 20 years with a blend of Business Analysis and Project Management experience. She brings strong facilitation, collaboration, organizational and analytical skills to the execution of program and project development efforts. Her hands-on experience includes acting in key positions as Senior Business Analyst and Project Manager. She has the keen ability to bring diverse stakeholders to consensus, making her ideally suited for process improvement initiatives.

Nicole served as a consultant for a regional church organization to conduct a Contact Management System Assessment and System Implementation.

- Interviewed key stakeholders to document business needs for new system
- Researched desired system options and provided recommendation to leadership
- Documented business processes, maintained requirements, system fixes and enhancements

Nicole led a project to rollout Sarbanes Oxley (SOX) requirements to a mid-sized medical device manufacturer.

- Interviewed key finance and business SMEs to understand their processes
- Documented the processes within Visio and identified key controls
- Assisted Finance Director with SOX scoping and related projects

For a large healthcare provider, Nicole served as the Lead Analyst for a large software migration project.

- Worked with key end-users to complete pre-migration assessments and coordinate migration activities with the project team
- Facilitated communications between hospital/clinic leadership and the project team, identifying and escalating issues related to the migration
- Coordinated post migration support based on end-user need

For MNsure, Nicole served as the Senior Business Analyst and Project Manager, managing project activities of contact center supervisors and managers to bring multiple tool implementations live.

- Managed multiple small projects to develop and rollout manual processes and CRM solutions to meet business needs not covered by the primary application
- Managed the project to upgrade the customer relationship management (CRM) tool, MS Dynamics, driving the efforts of the technology and business resources

Nicole served as a consultant for a large healthcare company supporting their ICD-10 and Epic programs

- Led the initial ICD-10 assessment partnering with internal application owners and external vendors to determine the degree of impact for each application
- For both Epic and the ICD-10 programs, gathering requirements from stakeholders as needed to clarify change requests and communicating final decisions to all impacted parties

As a Project Manager for a large Medical Device Manufacturer, Nicole led the global SOX support efforts

- Coordinating quarterly reporting, fielding control testing questions and resolving SOX issues
- Facilitated process redesign discussions, documented process flows and identified SOX controls

Role #2 – Executive Advisor & Quality Assurance: Jeff Smith

Jeff is an Associate Vice President and consultant with the North Highland Company. He has over 20 years of experience across multiple industries including, public sector, medical device, healthcare, retail, financial services and manufacturing. Jeff assists organizations with the execution of a wide variety of business challenges including assessment of business risks, organizational culture and process and system effectiveness. Additionally, Jeff has frequently aided organizations in designing new business process and system solutions in both regulated and non-regulated environments.

Jeff recently lead an initiative for the Minneapolis Police Department to assess their organizational culture

- Designed an approach to understand the true current state of the culture of the Department
- Initiative involved interviewing over 120 Department officers and staff and facilitating the Executive Team through multiple workshops to understand the current state of culture as well as envision the desired future state of the Department's culture

As an Initiative Leader for a large Medical Device Manufacturer Regulatory Affairs organization

- Jeff designed and led an effort to assess the current state of data through the organizations most critical business processes
- Designed and facilitated a process where all business unit and geography resources contributed to conversations and documentation to understand data flow, business processes and system usage surfacing important business insights

Jeff served as Program Manager for the State of Minnesota's Medical Cannabis Program from inception to Program Start up

- He provided management and facilitation of the manufacturer selection process for the State's 2 mandated manufacturers
- Jeff managed and coordinated of the business team during the requirements gathering for an IT registry system, as well status management and planning for program initiatives

For a large Medical Device Manufacturer Jeff served as Initiative Leader for numerous projects within IT supporting their Global Quality function

- For the company's global complaint handling business process Jeff then led multiple efforts to assess the business units' requirements and estimate potential costs and deployment timelines.
- Jeff developed relationships with business unit leadership that allowed for true partnering and solutions to be collaboratively developed



MAD Project Number: 2019-069 **INTERAGENCY AGREEMENT** **for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES**

Requesting Agency: Minnesota Pollution Control Agency

MAD Contact: Beth Bibus

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$15,820.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

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

Contract: 148352/10-11-2018/BLN
 Number/Date/Entry/Initials

Order: R3201-3000022473/10/16/18/L. J. [Signature]
 Number/Date/Signatures
[Individual signing certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05]

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

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Authorized Representatives:

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

Management Analysis and Development: Beth Bibus Requesting Agency: Laura Millberg

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 113 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division.
The total amount the Division will invoice under this agreement shall not exceed \$15,820.00.

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 Requesting Agency's Authorized Representative.

5. Effective Dates:

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

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis and Development
By: <i>Katie Smith</i>	By: <i>Brenda E Rappa</i>
Title: <i>Asst. Division Director</i>	Title: <i>Business Manager</i>
Date: <i>10/15/18</i>	Date: <i>Oct 11, 2018</i>

Proposal

Minnesota Pollution Control Agency for the
Interagency Climate Adaptation Team—
Climate Adaptation Planning Survey
October 4, 2018

Proposal prepared by:

Beth Bibus
651.259.3820
beth.bibus@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

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Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

Background

The Minnesota Pollution Control Agency (MPCA) is a member of the Minnesota Interagency Climate Adaptation Team (ICAT). In 2015, ICAT developed a set of five statewide indicators to help to track progress towards achieving “a resilient, economically thriving, and healthy Minnesota that is prepared for both short- and long-term climate changes and weather extremes.”¹

One of these five indicators focuses on climate adaptation planning by state agencies, local units of government, and tribal nations. The two-fold purpose of this indicator is:

- To measure the degree to which stand-alone adaptation plans are being prepared by agencies, local units of government and tribes
- To measure the degree to which adaptation is being incorporated into other ongoing plans and planning

MPCA has the lead role in data collection for this indicator, and in 2016, they asked Management Analysis and Development (MAD) to develop, administer, and analyze an online survey of Minnesota cities, counties, watershed districts, soil and water conservation districts, tribal nations, and relevant state agencies. The first survey gathered data to serve as the ICAT’s baseline for the indicator and also provided information to help the ICAT identify ways to make progress in this area.

MPCA hopes to repeat this survey in 2019 to measure progress against the baseline and to learn more about climate adaptation planning.

Products

MAD would conduct the survey and provide a report:

- MAD would administer the online survey using a licensed software application (Snap Surveys). MAD would email the survey link to each survey recipient with instructions. All completed surveys would be collected and stored on a secure server. Survey participants are tracked by the software, which sends automated email notifications to nonrespondents to increase the response rate.
- MAD would prepare a report analyzing and summarizing the quantitative results of the survey (the client intends to analyze any qualitative data from open-ended survey questions). The report would include basic descriptive analysis of the responses and relevant crosstabulations. Unless the client elects to have MAD collect and retain some data under its data practices provisions, MAD would provide the raw survey respondent dataset to the client for their use.
- If requested, MAD would give a presentation summarizing methods and findings.

MAD could also provide additional consulting services to the client if requested (described in further detail below).

¹ ICAT, Using Results-Based Accountability to develop statewide indicators.

Activities, Timeline, and Project Costs

The overall timeline for the project would be November 1, 2018 (or when the interagency agreement is signed) through June 30, 2019. MAD anticipates that the majority of the work for this project would occur from December 2018 through May 2019, with the survey itself launched in January or February 2019. If the interagency agreement is not signed by October 30, 2018, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
<p>Work closely with the client to revise the 2016 survey:</p> <ul style="list-style-type: none"> • Finalize the project plan and timeline. • Review the 2016 survey and refine as needed. The client anticipates few changes to the 2016 survey. • Revise or develop a new survey introduction email to be sent by an ICAT team member or MPCA official (or other appropriate individual). • Advise the client if needed regarding obtaining survey recipient lists; compile lists provided by the client and clean if needed. The client anticipates using the same methods as they used in 2016. 	8
<p>Administer the survey:</p> <ul style="list-style-type: none"> • Input the survey into MAD's survey software. • Import contact information provided by the client into survey software and link data for later analysis. • Test survey with the client (and selected ICAT members, if requested), and with the MAD survey team. • Administer online survey and monitor response rates. 	13
<p>Analyze survey data, prepare a summary report, present findings:</p> <ul style="list-style-type: none"> • Provide the client with an overview of survey responses; meet with the client to discuss analysis possibilities. • Analyze survey responses, develop charts and tables to present quantitative data in a useful format. The client anticipates using similar approaches to analysis and development of the planning indicator as were used in the 2016 survey. MAD anticipates conducting crosstabulations using main variables such as region, type of organization, organization size, and GreenStep City participation. • Compare high level results between the 2016 and 2019 surveys. • Prepare a draft report, revise based on client feedback, provide a final report. • Compile responses to open-ended questions for the client's later analysis. • Present survey methods and findings if requested. 	45

Activities	Hours
<i>Optional survey consulting and assistance.</i> If requested by the client, MAD could provide additional consulting and assistance related to the survey, with specific work to be defined as the project proceeds.	30
Subtotal	96
Project management, including client communication (18%)	17
Total hours	113
Total costs: (113 hours times \$140)	\$15,820

Documentation

Management Analysis and Development would provide the draft copy and the final document in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Laura Millberg, Sustainable Development and Climate Resilience Planner, MPCA. The MAD project lead for the initial phase of the project would be Beth Bibus; other MAD consultants would also provide services to the client.

Client Responsibilities

The client would be responsible for providing timely access to relevant information and staff. In particular, the client would:

- Provide an electronic list of survey recipients, with accurate email addresses and contact information (Excel spreadsheet preferred).
- Provide an accessible contact person for survey recipient questions.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of

the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.



MAD Project Number: 2019-135 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Pollution Control Agency- Sustainable Resources Management

MAD Contact: Melinda Czaia

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$14,840.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Org/Sub:	Org/Sub:	Org/Sub:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

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

Contract: 154895 3/22/19 BN
Number/Date/Entry Initials

Order: R3201-3000023526/3/26/19/ J. Hansen
Number/Date/Signatures

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

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

Minnesota Management and Budget, 658 Cedar Street, Centennial Office Building, Room 300, St. Paul, MN 55155
Telephone: 651-259-3800 • Fax: 651-797-1311 • TTY: 800-627-3529 • <http://mn.gov/mmb/mad>

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Authorized Contact:

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

Management Analysis and Development: Melinda Czaia Requesting Agency: Susan Heffron

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 106 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division.
The total amount the Division will invoice under this agreement shall not exceed \$14,840.00.

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.

If the Management Analysis and Development hourly rate increases effective July 1, 2019, this agreement will need to be amended, increasing the encumbrance, to cover all hours worked from July 1, 2019 forward.

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective March 25, 2019, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until March 15, 2021, 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 Susan Heffron. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis and Development
By: <i>Shaki Smith</i>	By: <i>[Signature]</i>
Title: <i>Asst. Div. & m Director</i>	Title: <i>Director</i>
Date: <i>3/26/19</i>	Date: <i>3-21-19</i>

Proposal

MPCA Recycling Market Development Subgroup Facilitation

February 20, 2019

Proposal prepared by:

Melinda Czaia

651-259-3812

Melinda.Czaia@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

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Email: Management.Analysis@state.mn.us

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Website: mn.gov/mmb/mad

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Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have over 30 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

Upon request, this document can be made available in alternative formats by calling 651-259-3800.

Background

The Minnesota Department of Pollution Control is looking for professional facilitation to support the work of its quarterly Recycling Market Development Sub-group.

Products

Management Analysis and Development (MAD) would consult with MPCA to design, facilitate and document committee meetings. The activities and estimates are based on work for a 2-hour Charter Development session, a 4-hour Action Planning session, and 6 quarterly workgroup meetings.

Activities, Timeline, and Project Costs

The overall timeline for the project would be March 25, 2019 (or when the interagency agreement is signed) through March 25, 2021. If the interagency agreement is not signed by March 25, 2019, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Provide initial consultation and advice to help "focus" and provide more structure to the committee: <ul style="list-style-type: none">• Meet with client and identify needs• Design and plan project• Develop resources for workgroup	15
Workgroup facilitation - Work with client to design, plan, facilitate, and document the following sessions: <ul style="list-style-type: none">• 1 Workgroup Charter session• 1 Action Planning session• 6 quarterly workgroup meetings	75
Subtotal	90
Project management, including client communication (18%)	16
Total hours	106
Total costs: (71 hours times \$140)	\$14,840

Documentation

Management Analysis and Development would provide documentation following each meeting.

Clients and Consultants

The primary client contact would be Susan Heffron. The MAD project lead would be Melinda Czaia; other MAD consultants could also provide services to the client.

Client Responsibilities

MPCA would be responsible for logistics such as the meeting location and inviting workgroup members.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.09 and 471.59, this is an agreement between Minnesota Management & Budget and the Pollution Control Agency.

1. Services to be Performed:

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

Authorized Agents:

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

2. Consideration and Terms of Payment:

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

TOTAL COST: \$12,473

Enter a FY19 appropriation transfer in SWIFT to accounting string:

Fund – 2001, FinDeptID – G1010000, ApprID – G100102

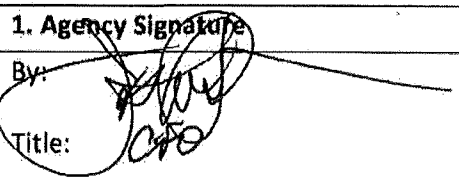
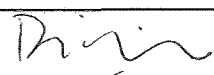
3. Term of Agreement:

This agreement is effective July 1, 2018, and shall remain in effect until June 30, 2019.

4. Amendments:

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

Approved:

1. Agency Signature	2. Minnesota Management & Budget
By: 	By: 
Title: CFO	Title: CFO
Date: 27 July 18	Date: 7-27-18

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

FY 2019 CWRP Program Administration

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

Agreement

1. Term of Agreement

- 1.1 **Effective date:** July 1, 2018 or the date that all required signatures under Minnesota Statutes Section 16C.05, subdivision 2 are obtained, whichever is later.
- 1.2 **Expiration date:** June 30, 2019.

2. Scope of Work

The Agency shall provide technical and administrative services for the Clean Water Revolving Fund (CWRP) and other clean water funding programs for FY 2019. In providing these services, the Agency shall:

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

3. Consideration and Payment

The total obligation of the Authority for all compensation and reimbursements to the Agency under this agreement will not exceed **\$1,656,789**, to be funded from the CWRP Fee Account in SWIFT Fund 8200. The Agency's account to accept and expend these monies must also be in Fund 8200. All revenues of the Authority, including federal grant funds and fee revenues, are statutorily annually appropriated to the Authority pursuant to Minnesota Statutes 446A.04, subdivision 20.

4. Conditions of Payment

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

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

5. Authorized Representative

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

The Agency's Authorized Representative is Vickie Blomgren, Budgeting Unit Supervisor, Operations Division, 520 Lafayette Road, St. Paul, MN 55155-4194, 651-757-2236, or successor.

6. Amendments

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

7. Liability

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

8. Termination

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

9. Other Provisions

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

1. PUBLIC FACILITIES AUTHORITY

By: 

Title: Executive Director

Date: 6/25/18

2. POLLUTION CONTROL AGENCY

By: 

Title: OPERATIONS DIVISION DIRECTOR

Date: 6/27/18