

October 15, 2020

The Honorable Frank Hornstein, Chair
House Transportation Finance & Policy Committee
545 State Office Building
Saint Paul, MN 55155

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

The Honorable Paul Torkelson, GOP Lead
House Transportation Finance & Policy Committee
251 State Office Building
Saint Paul, MN 55155

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

RE: 2020 Fiscal Year Interagency Agreements and Intra-Agency Transfers Report

Dear Legislators:

The Minnesota Department of Transportation is pleased to present Interagency Agreements and Intra-Agency Transfers report for fiscal year 2020.

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

- Interagency agreements and service-level agreements
- Transfers

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

Sincerely,



Margaret Anderson Kelliher
Commissioner

Fiscal Year 2020 Report

Interagency Agreements and Intra- Agency Transfers

October 15, 2020

Prepared by:

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You may also send an email to ADArequest.dot@state.mn.us

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

15.0395 INTERAGENCY AGREEMENTS AND INTRA-AGENCY TRANSFERS.

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

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

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

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

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

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

Fiscal Year 2020 Interagency Agreements and Service-Level Agreements: October 15, 2020

Minnesota Department of Transportation (MnDOT)

AGREEMENT WITH AND TYPE				PURPOSE	AGREEMENT DETAILS						
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
00153	Receivable		Corrections	Faribault Site Communications Facility. 4375 204th St. E, Faribault,	Minn. Stat. 174.70, subd. 3	12/1/2011	11/30/2021	\$3,000.00	2020	\$0.00	(\$300.00)
00159	Receivable		Corrections	St. Cloud site. Communications Facility Use Agreement. 3725 12th St. N, St. Cloud.	Minn. Stat. 174.70, subd. 3	12/1/2011	11/30/2021	\$3,000.00	2020	\$0.00	(\$300.00)
00162	Receivable		Corrections	Communications Facility Use Agreement. Lino Lakes, 7525 4th Ave, Lino Lakes, MN	Minn. Stat. 174.70, subd. 3	12/1/2011	11/30/2021	\$3,000.00	2020	\$0.00	(\$300.00)
00517	Receivable		Corrections	Shakopee Site.	Minn. Stat. 174.70, subd. 3	2/1/2012	1/31/2022	\$3,000.00	2020	\$0.00	(\$300.00)
07142	Receivable		DNR	Shared Facility; office space, heated storage and yard storage space.	Minn. Stat. 174.02, subd. 6	5/6/2014	6/30/2020	\$19,000.00	2020	\$0.00	(\$2,128.64)
99078	Receivable		Corrections	Moose Lake.	Minn. Stat. 174.70, subd. 3	4/1/2012	3/31/2022	\$3,000.00	2020	\$0.00	(\$300.00)
99464	Receivable		Corrections	Moose Lake Site	Minn. Stat. 174.70, subd. 3	10/1/2011	9/30/2021	\$3,000.00	2020	\$0.00	(\$300.00)
1000897	Receivable		DPS	DVS Shared Facility; DPS-Driver & Vehicle Services Mankato headquarters Formerly Lease 11707-A, Mankato Headquarters Building, 2161 Basset Drive.	Minn. Stat. 174.02, subd. 6	10/20/2015	9/30/2020	\$124,154.76	2020	\$0.00	(\$26,128.53)
1001209	Payable	Admin		MnDOT leases office space in Ramsey County. 395 John Ireland Boulevard, Saint Paul, MN 55155. (admin lease 807)	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b); 2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(b); 2018 Laws of Minn., Ch. 21, Sec. 2; 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(b)	7/1/2009	6/30/2021	\$45,411,817.08	2020	\$4,952,905.68	\$0.00
1001813	Payable	DNR		Payable. Kabetogema Tower Site. Formerly lease 144-019-0028.	Minn. Stat. 174.70, subd. 3	7/1/2010	6/30/2020	\$146,880.00	2020	\$7,344.00	\$0.00
1002086	Receivable		DPS	DVS Shared Space Lease. Lease # 11245-A. MnDOT Detroit Lakes Office, located at 1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205.	Minn. Stat. 174.02, subd. 6	6/22/2016	6/30/2020	\$107,999.40	2020	\$0.00	(\$22,895.32)

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Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1002090	Receivable		DPS	DVS Lease # 11035-A, Shared Facility; Partnership Lease, approximately seven hundred (700) usable square feet of office space in the MnDOT Virginia Office located at 101 North Hoover Road, Virginia, MN 55792-3412	Minn. Stat. 174.02, subd. 6	5/16/2016	6/30/2025	\$36,603.19	2020	\$0.00	(\$7,759.68)
1002212	Receivable		DPS	Procurement of Hardware and Software for ARMER	Minn. Stat. 16C.05, subd. 2	12/22/2015	12/20/2020	\$15,359,167.35	2020	\$0.00	(\$3,071,833.47)
1002527	Receivable		Admin	Special Partnership - Sell Road Salt/Sand to the Dept. of Administration, Plant Management for the Capitol Complex Roads	Minn. Stat. 174.02, subd. 6	6/30/2017	6/30/2020	\$45,000.00	2020	\$0.00	(\$1,777.44)
1002907	Receivable		MN.IT	Provide dark single mode fiber paths for MNET communications for various locations in the Twin Cities Metro Area	Minn. Stat. 174.02, subd. 6	12/8/2016	6/30/2030	\$1,500,000.00	2020	\$0.00	\$0.00
1028455	Receivable		DVA	Purchase of road salt by Veterans Home in Minneapolis	Minn. Stat. 174.02, subd. 6	11/21/2017	6/30/2022	\$23,732.12	2020	\$0.00	(\$4,911.95)
1028623	Receivable		DPS	State Patrol - Shared Facility; Rental of classroom space at the MnDOT Training Center for FY18-22	Minn. Stat. 174.02, subd. 6	10/13/2017	6/30/2022	\$25,000.00	2020	\$0.00	(\$3,870.00)
1029094	Payable	MN.IT		LRS System Mapping & Support	Minn. Stat. 161.36, subd. 2	8/25/2017	12/31/2019	\$366,966.36	2020	\$0.00	\$0.00
1030889	Payable	MIAC		With Minnesota Indian Affairs Council (MIAC) for assistance at Mission Creek.	Minn. Stat. 174.02, subd. 6	6/28/2018	11/30/2020	\$388,889.50	2020	\$0.00	\$0.00
1030938	Payable	MN.IT		Cultural Resources Information System - Phase III	Minn. Stat. 161.36, subd. 2	5/15/2018	6/30/2019	\$250,091.92	2020	\$7,527.05	\$0.00
1031285	Receivable		DPS	2018 National Highway Traffic Safety Administration: Drowsy Driving Study		6/1/2018	9/30/2019	\$230,000.00	2020	\$0.00	(\$148,783.00)
1031400	Payable	MN.IT		OSA Portal Phase 1 - Issue Resolution (fixes)	Minn. Stat. 161.36, subd. 2	6/26/2018	6/30/2020	\$208,903.53	2020	\$74,172.44	\$0.00
1031492	Payable	MMB		Manufacturers' Perspective-District 7	Minn. Stat. 161.36, subd. 2	6/19/2018	11/30/2019	\$182,215.00	2020	\$22,273.52	\$0.00
1031658	Receivable		DPS	2018 Motor Carrier Safety Assistance Program (MCSAP) Interagency Grant Agreement		8/1/2018	9/30/2019	\$1,200,000.00	2020	\$0.00	(\$171,578.65)
1031813	Payable	DNR		Mussel Survey	Minn. Stat. 161.36, subd. 2	8/27/2018	1/15/2020	\$27,000.00	2020	\$24,000.00	\$0.00
1031993	Payable	MMB		Advancing Transportation Equity Initiative Study	Minn. Stat. 161.36, subd. 2	8/29/2018	12/31/2020	\$591,400.00	2020	\$279,335.16	\$0.00
1032030	Receivable		DPS	2018-2019 Toward Zero Deaths (TZD) Annual Conference		9/12/2018	9/30/2019	\$202,000.00	2020	\$0.00	(\$66,953.13)
1032071	Payable	MMB		Needs Assessment	Minn. Stat. 161.36, subd. 2	9/10/2018	12/31/2020	\$308,820.00	2020	\$168,155.00	\$0.00
1032543	Payable	MMB		Investigation Contract #124	Minn. Stat. 161.36, subd. 2	9/25/2018	6/30/2020	\$40,000.00	2020	\$15,241.00	\$0.00
1032567	Payable	Admin		Interagency agreement with Administration for additional staffing in the Office of the State Archaeologist	Minn. Stat. 16C.05, subd. 2	12/11/2018	6/30/2021	\$333,000.00	2020	\$63,991.79	\$0.00
1032668	Receivable		DPS	2019 TZD Regional Coordination		10/18/2018	9/30/2019	\$204,000.00	2020	\$0.00	(\$73,258.28)
1032685	Payable	MMB		Investigation Contract #125	Minn. Stat. 161.36, subd. 2	11/6/2018	11/5/2020	\$25,000.00	2020	\$1,202.69	\$0.00
1032746	Payable	Minnesota Board of Water & Soil		Development of a Comprehensive Water Resources Plan for Wetland Bank Service Area 7	Minn. Stat. 16C.05, subd. 2	11/2/2018	12/31/2019	\$60,000.00	2020	\$24,000.00	\$0.00

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Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1032939	Payable	DEED		To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance and reporting.	Minn. Stat. 161.36, subd. 2	1/23/2019	12/31/2020	\$361,679.00	2020	\$70,936.10	\$0.00
1033151	Payable	MMB		Public Opinion Research Regarding Minnesota Highway Aesthetics	Minn. Stat. 161.36, subd. 2	1/16/2019	8/31/2019	\$95,409.00	2020	\$5,443.00	\$0.00
1033193	Receivable		Agriculture	Shared space at MnDOT St. Cloud headquarters, 3725 12th St. N., St. Cloud, MN 56303 Use of Space, 618 square feet space. Superceded 92571.	Minn. Stat. 174.02, subd. 6	3/1/2019	2/29/2024	\$43,437.15	2020	\$0.00	(\$10,774.52)
1033752	Payable	MMB		Public Engagement Evaluation Framework	Minn. Stat. 161.36, subd. 2	3/19/2019	6/30/2019	\$61,457.00	2020	\$27,000.00	\$0.00
1033768	Payable	MN.IT		Cultural Resources Information System (CRIS) III - Rewrite	Minn. Stat. 161.36, subd. 2	5/14/2019	12/31/2020	\$769,743.70	2020	\$458,472.40	\$0.00
1034000	Payable	MMB		Visioning and Strategic Planning for Transit	Minn. Stat. 161.36, subd. 2	4/16/2019	12/31/2021	\$90,160.00	2020	\$64,890.00	\$0.00
1034040	Payable	MMB		Investigation #156 (Respectful Workplace/Hostile Work Environment)	Minn. Stat. 161.36, subd. 2	4/22/2019	7/31/2020	\$32,500.00	2020	\$25,229.05	\$0.00
1034049	Payable	Admin		FMD will provide aeronautics building management, maintenance and repairs for a monthly fee. MnDOT will fund a complete building engineering and safety assessment to determine the State's best course of action related to the bldg. in the future.	Minn. Stat. 174.02, subd. 6	7/2/2019	6/30/2020	\$48,000.00	2020	\$40,000.00	\$0.00
1034259	Receivable		DPS	2019 NHTSA Crash Report Analysis		6/7/2019	9/30/2020	\$280,383.00	2020	\$0.00	(\$154,027.00)
1034358	Receivable		DPS	DPS, State Patrol, Use of Space. Replaces 05258.	Minn. Stat. 174.02, subd. 6	5/22/2020	6/30/2023	\$1,692,367.84	2020	\$0.00	(\$841,974.05)
1034429	Payable	MN.IT		OSA Portal Hosting - Fiscal Years 2020-2021	Minn. Stat. 161.36, subd. 2	7/25/2019	6/30/2021	\$55,627.20	2020	\$19,186.11	\$0.00
1034560	Payable	MMB		Investigation #160	Minn. Stat. 161.36, subd. 2	6/4/2019	6/30/2021	\$35,000.00	2020	\$15,999.01	\$0.00
1034620	Payable	MDH		Chemical Analysis of Highway Runoff Samples Collected	Minn. Stat. 161.36, subd. 2	7/2/2019	6/30/2020	\$23,016.00	2020	\$1,772.38	\$0.00
1034640	Payable	DPS		Red Dye Fuel Monitoring Program	Minn. Stat. 161.36, subd. 2	7/3/2019	6/30/2021	\$465,000.00	2020	\$38,249.11	\$0.00
1034695	Payable	MMB		Children's Cabinet	Minn. Stat. 161.36, subd. 2	6/27/2019	6/30/2020	\$45,000.00	2020	\$45,000.00	\$0.00
1034703	Payable	DPS		Extraordinary Enforcement in Maintenance Work Zones.	Minn. Stat. 16C.05, subd. 2	11/7/2019	6/30/2021	\$70,000.00	2020	\$14,547.95	\$0.00
1034744	Receivable		DVA	Tied To MnDOT Contract No. 1033437 Shephard Data Services. Veterans Affairs Cooperative is requesting assistance with an acute need regarding recent network activity	Minn. Stat. 16C.05, subd. 2	6/26/2019	6/30/2020	\$167,600.00	2020	\$0.00	(\$158,404.50)
1034752	Payable	MMB		CVO/OFCVO Research/Planning Project Team 2020-017	Minn. Stat. 161.36, subd. 2	6/28/2019	6/30/2021	\$39,480.00	2020	\$20,230.00	\$0.00
1034826	Payable	MMB		Design and Implementation of Employee Development Program	Minn. Stat. 161.36, subd. 2	7/3/2019	6/30/2020	\$170,274.00	2020	\$0.00	\$0.00
1034828	Payable	MMB		Statewide Recruiting Assistance	Minn. Stat. 161.36, subd. 2	7/3/2019	6/30/2020	\$75,920.00	2020	\$75,920.00	\$0.00
1034829	Payable	MMB		Development and implementation of diversity, equity and inclusion programs	Minn. Stat. 161.36, subd. 2	7/3/2019	6/30/2020	\$52,497.00	2020	\$52,497.00	\$0.00

AGREEMENT WITH AND TYPE				PURPOSE	AGREEMENT DETAILS						
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1034887	Payable	Admin		Enterprise Sustainability; support state agencies' efforts to fulfill the sustainability goals outlined in the Executive Order 19-27 by managing sustainability metrics and reporting (e.g. Sustainability Reporting Tool)	Minn. Stat. 161.36, subd. 2	7/19/2019	6/30/2021	\$120,000.00	2020	\$60,000.00	\$0.00
1034911	Payable	MN.IT		CRM Portal Business Analyst	Minn. Stat. 161.36, subd. 2	8/15/2019	12/31/2020	\$170,000.00	2020	\$90,738.74	\$0.00
1034976	Payable	MN.IT		LRS Mapping System Support	Minn. Stat. 161.36, subd. 2	8/27/2019	8/31/2020	\$165,349.80	2020	\$110,274.98	\$0.00
1034984	Payable	MMB		One on One Coaching	Minn. Stat. 161.36, subd. 2	7/30/2019	6/30/2021	\$66,260.00	2020	\$43,330.00	\$0.00
1035133	Payable	Minnesota Governor's Office		FY 2020 Policy advisors, communications, diversity and inclusion specialists, constituent services caseworkers, and legal staff to work closely with each agency head/designees to support the work of both the agency and the Governor.	Minn. Stat. 16C.05, subd. 2	7/1/2019	6/30/2020	\$133,000.00	2020	\$0.00	\$0.00
1035178	Payable	Minnesota Attorney General's Office		FY 2020: Legal Services.	Minn. Stat. 174.02, subd. 6	8/30/2019	6/30/2020	\$1,521,362.00	2020	\$978,006.10	\$0.00
1035230	Receivable		DPS	2019 Motor Carrier Safety Assistance Program (MCSAP) Interagency Grant Agreement		8/29/2019	9/30/2020	\$1,405,024.50	2020	\$0.00	(\$1,032,461.17)
1035267	Receivable		DPS	2020 NHTSA Toward Zero Deaths (TZD) Conference. \$476K		9/19/2019	9/30/2021	\$475,610.00	2020	\$0.00	(\$151,008.87)
1035320	Payable	MMB		Intrastate Special Transportation Services Rules Facilitation 2020-067	Minn. Stat. 161.36, subd. 2	9/4/2019	3/31/2021	\$52,360.00	2020	\$20,790.00	\$0.00
1035334	Payable	MMB		Metro District Engagement Roles and Responsibilities 2020-058	Minn. Stat. 161.36, subd. 2	9/6/2019	6/30/2020	\$17,500.00	2020	\$14,560.00	\$0.00
1035353	Receivable		DPS	Radiological Emergency Preparedness 2020-2021		9/25/2019	6/30/2021	\$240,000.00	2020	\$0.00	(\$24,406.60)
1035491	Payable	Minnesota Board of Water & Soil		FY'20-24 interagency agreement with BWSR for purchasing and developing wetland mitigation credits for use on MnDOT projects.	Minn. Stat. 16C.05, subd. 2	10/28/2019	6/30/2024	\$12,500,000.00	2020	\$0.00	\$0.00
1035669	Payable	DEED		One Minnesota Tour - Minnesota Business First Stop Program.	2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a); 2018 Laws of Minn., Ch. 21, Sec. 2; 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(a)	10/21/2019	12/1/2019	\$500.00	2020	\$427.08	\$0.00
1035741	Payable	MN.IT		LRS Mapping System Enhancements	Minn. Stat. 161.36, subd. 2	12/16/2019	1/31/2021	\$199,996.00	2020	\$57,480.53	\$0.00
1035762	Receivable		DPS	2020 TZD Regional Coordinators		11/15/2019	9/30/2020	\$230,000.00	2020	\$0.00	(\$212,715.97)
1035844	Payable	MMB		Investigation #196	Minn. Stat. 161.36, subd. 2	11/22/2019	6/30/2020	\$25,000.00	2020	\$4,001.35	\$0.00
1035861	Receivable		DPS	2020 NHTSA Drowsy Driving Study		12/4/2019	9/30/2020	\$67,151.00	2020	\$0.00	(\$67,151.00)
1035892	Payable	MMB		Training Certification Project 2020-112	Minn. Stat. 161.36, subd. 2	12/5/2019	6/30/2020	\$15,260.00	2020	\$15,260.00	\$0.00
1035962	Payable	MMB		State Programs, Commercial Vehicle Operations Program Training Assessment and Recommendations 2020-128	Minn. Stat. 161.36, subd. 2	12/16/2019	6/30/2020	\$20,412.00	2020	\$10,507.00	\$0.00
1036088	Payable	MMB		Investigation Contract #199	Minn. Stat. 161.36, subd. 2	1/10/2020	4/6/2020	\$25,000.00	2020	\$5,181.86	\$0.00

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Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1036169	Payable	MMB		Manufacturers Perspective District 3 2020-121	Minn. Stat. 161.36, subd. 2	1/14/2020	9/15/2020	\$68,320.00	2020	\$55,300.00	\$0.00
1036236	Receivable		DPS	2020 NHTSA: MnDOT Local Updates MN GEO- GIS Professional Services: Shared centerlines. perform change detection analysis on local street datasets from counties so that the results can be used in the DOT LRS editing process		2/27/2020	9/30/2020	\$50,000.00	2020	\$0.00	\$0.00
1036273	Payable	MN.IT		MIAC Spatial Layers & MIAC/OSA Project Application	Minn. Stat. 161.36, subd. 2	3/26/2020	6/30/2021	\$189,771.36	2020	\$24,944.56	\$0.00
1036418	Payable	DEED		To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance and reporting.	Minn. Stat. 161.36, subd. 2	3/19/2020	3/31/2021	\$394,852.00	2020	\$21,044.83	\$0.00
1036620	Payable	MMB		Pedestrian Law Task Force Facilitation	Minn. Stat. 161.36, subd. 2	3/11/2020	8/31/2021	\$28,140.00	2020	\$4,340.00	\$0.00
1036778	Payable	DNR		Equipment Rental. \$47.76 per hour.	Minn. Stat. 174.02, subd. 6	3/30/2020	4/30/2020	\$2,000.00	2020	\$0.00	\$0.00
1044198	Payable	DPS		Minnesota State Patrol - MnPass Lanes Enforcement	Minn. Stat. 16C.05, subd. 2	6/9/2020	6/30/2025	\$9,350,929.48	2020	\$0.00	\$0.00
1044199	Payable	DNR		Mussel Relocation	Minn. Stat. 161.36, subd. 2	5/29/2020	12/31/2020	\$30,000.00	2020	\$0.00	\$0.00
1044264	Payable	MMB		Rail Director Support 2020-173	Minn. Stat. 161.36, subd. 2	5/29/2020	6/1/2021	\$4,900.00	2020	\$630.00	\$0.00
1044295	Receivable		Corrections	Sublease 12356 temporarily sublease a portion of office space at 1821 University Ave., St. Paul (Lease No. 12158, MNDOT Contract No. 1002941) to the Office of Ombudsperson for the Dept. of Corrections. The sublease term will be approx. 3.5 months.		6/5/2020	9/30/2020	\$2,529.65	2020	\$0.00	\$0.00
1044359	Payable	DPS		FIRST Netmotion VPN services using MN State Patrol server.	Minn. Stat. 16C.05, subd. 2	6/30/2020	6/30/2025	\$25,200.00	2020	\$0.00	\$0.00
1044373	Receivable	DPS		Lease No. 12326-A. Driver Exam Station Plymouth. A tract of land containing approximately 17.9 acres, street address 2455 Fern Brook Lane.	2015 Laws of Minn., Ch. 75, Art. 1, Sec. 3, subd. 5(b); 2017 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(b); 2018 Laws of Minn., 1st SS, Ch. 21, Sec. 2; 2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, subd. 5(b)	6/30/2020	6/30/2025		2020	\$0.00	\$0.00
1044429	Payable	Minnesota Governor's Office		FY 2021 Policy advisors, communications, diversity and inclusion specialists, constituent services caseworkers, and legal staff to work closely with each agency head/designees to support the work of both the agency and the Governor.	Minn. Stat. 16C.05, subd. 2	6/29/2020	6/30/2021	\$166,250.00	2020	\$0.00	\$0.00
1028184W11	Receivable		DNR	Removal of blowdown wood - fire hazard- DNR-Forestry Division will manage the contract with the logger MnDOT will receive payment for our wood stumpage	Minn. Stat. 174.02, subd. 6	6/20/2019	6/30/2022	\$3,000.00	2020	\$0.00	\$0.00
1028184W12	Receivable		DNR	Design Services for Tettegouche Trail Bridge Repair/Maintenance Bridge number 3459	Minn. Stat. 174.02, subd. 6	8/22/2019	12/31/2020	\$40,262.42	2020	\$0.00	(\$11,020.53)
1028184W13	Receivable		DNR	Repair a gusset plate on the entrance bridge (Br. 3459) to Tettegouche State Park.	Minn. Stat. 174.02, subd. 6	11/1/2019	6/30/2022	\$50,000.00	2020	\$0.00	(\$27,730.21)

AGREEMENT WITH AND TYPE				PURPOSE		AGREEMENT DETAILS					
Contract #	Accounting Type	Contractor Name	Customer Name	Description	Legal Authority	ATP Date	Expiration Date	Current Contract Amount	Payment/ Receipt Fiscal Year	Payments	Receipts
1028184W14	Receivable		DNR	Kevin Metz - Surveying Services-conduct bathymetry of the Long Prairie River channel from 100 ft. above the Lake Carlos Dam to 500 ft. downstream of said dam located in Douglas County.	Minn. Stat. 174.02, subd. 6	10/17/2019	6/30/2022	\$1,305.60	2020	\$0.00	\$0.00
1028184W16	Payable	DNR		Mussel permit fee TH 65	Minn. Stat. 174.02, subd. 6	4/23/2020	6/30/2022	\$296,250.00	2020	\$0.00	\$0.00
1031588W01	Receivable		Agriculture	MDA 2019 Interagency Rail Director Partnership	Minn. Stat. 174.02, subd. 6	8/9/2018	6/30/2019	\$8,250.00	2020	\$0.00	(\$8,250.00)
1031588W05	Receivable		PCA	MPCA 2019 Interagency Rail Director Partnership	Minn. Stat. 174.02, subd. 6	9/12/2018	6/30/2019	\$50,000.00	2020	\$0.00	(\$50,000.00)
1031588W06	Receivable		DPS	DPS 2019 Interagency Rail Director Partnership	Minn. Stat. 174.02, subd. 6	8/6/2018	6/30/2021	\$62,500.00	2020	\$0.00	(\$62,500.00)
	Payable	MN.IT		Provides enterprise and local IT services to MnDOT.	Minn. Stat. 16E.016			\$53,952,743.47	2020	\$53,952,743.47	\$0.00
						FY2019 TOTALS		\$154,337,180.38		\$62,085,080.94	-\$6,416,102.51

Fiscal Year 2020 Transfers*: October 15, 2020

Minnesota Department of Transportation (MnDOT)

*Per law, amounts include transfers for all appropriations where total transfer in or out exceeds \$100,000 in Budget Period 2020.

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
DPS	911 Emergency	P0796A9	ARMER State Backbone Operations Cost	(\$9,675,000)	MnDOT	911 Emergency	T790280	ARMER Maint SW Radio Comm	\$9,675,000	Rider in Public Safety appropriations bill - for costs of maintaining and operating the statewide radio system backbone	2019 Laws of Minn., 1st SS, Ch. 5, Art. 1, Sec. 12, Subd. 8d
Admin	Plant Management	G021801	Plant Management	(\$1,305,856)	MnDOT	Trunk Highway	T790281	Transportation Bldg. - Rent Refund	\$1,305,856	Per statute, money collected as rent to recover depreciation and interest costs of Transportation building shall be credited to fund that funded original construction (Trunk Highway Fund)	Minn. Stat. 16B.24, subd. 5d
MnDOT	General	T790003	Freight Rail Administration	(\$26,600)	Governor's Office	Other Misc Spec Revenue	G391300	Governor's Spec Revenue Fund	\$26,600	Pay for Governor's office services (MS 161.20 subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59; Minn. Stat. 161.20, subd. 3
MnDOT	General	T790285	Passenger Rail	(\$19,950)	Governor's Office	Other Misc Spec Revenue	G391300	Governor's Spec Revenue Fund	\$19,950	Pay for Governor's office services (MS 161.20 subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59; Minn. Stat. 161.20, subd. 3
MnDOT	Transit Assistance Fund	T790879	Greater Mn Transit-Admin	(\$6,650)	Governor's Office	Other Misc Spec Revenue	G391300	Governor's Spec Revenue Fund	\$6,650	Pay for Governor's office services (MS 161.20 subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59; Minn. Stat. 161.20, subd. 3
MnDOT	Municipal State Aid Street	T790221	SA Admin Municipal	(\$18,897)	Governor's Office	Other Misc Spec Revenue	G391300	Governor's Spec Revenue Fund	\$18,897	Pay for Governor's office services (MS 161.20 subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59; Minn. Stat. 161.20, subd. 3
MnDOT	County State Aid Highway	T790222	SA Admin County	(\$60,903)	Governor's Office	Other Misc Spec Revenue	G391300	Governor's Spec Revenue Fund	\$60,903	Pay for Governor's office services (MS 161.20 subd. 3 prohibits these payments from the Trunk Highway Fund)	Minn. Stat. 471.59; Minn. Stat. 161.20, subd. 3
MnDOT	General	T790004	Non Metro Transit Asst	(\$650,000)	MnDOT	General	T791474	Northstar Commuter Rail	\$650,000	Rider in Transportation appropriations bill for assessment, analysis, and review of the project to extend Northstar Commuter Rail service to the city of St. Cloud	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(b)
MnDOT	General	T790004	Non Metro Transit Asst	(\$650,000)	MnDOT	General	T790002	Transit Admin From GF	\$650,000	Of direct appropriation to Transit in General Fund, portion to be used for administrative costs is transferred into separate appropriation	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(b)

TRANSFER FROM					TRANSFER TO					EXPLANATION FOR ACTION	
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
MnDOT	Transit Assistance Fund	T790880	Greater Mn Transit Grants	(\$416,000)	MnDOT	Transit Assistance Fund	T790879	Greater Mn Transit-Admin	\$416,000	Pay for administration costs of the transit program, statutorily capped at \$416,000/year	Minn. Stat. 16A.88, subd. 1a
MnDOT	Highway User Tax Distribution (HUTD)	T790096	Highway Tax Distribution 280	(\$1,382,200,410)	MnDOT	Trunk Highway	T790056	Highway Tax Distribution 270	\$1,382,200,410	Transfer of 62% of 95% (58.9%) of net proceeds of HUTD revenues to Trunk Highway Fund	Minn. Constitution Article XIV, Sec. 5 Minn. Stat. 161.04, subd. 1
MnDOT	Highway User Tax Distribution (HUTD)	T790096	Highway Tax Distribution 280	(\$763,847,595)	MnDOT	County State Aid Highway	T790051	Highway Tax Distribution 260	\$763,847,595	Transfer of 29% of 95% (27.55%) of net proceeds of HUTD revenues to County State Aid Highway Fund, + 5% of net proceeds statutorily dedicated to town roads (30.5% of 5%), town bridges (16% of 5%), and flexible highway accounts (53.5% of 5%) in County State Aid Highway Fund	Minn. Constitution Article XIV, Sec. 5 Minn. Stat. 162.05 Minn. Stat. 161.081, subd. 1
MnDOT	Highway User Tax Distribution (HUTD)	T790096	Highway Tax Distribution 280	(\$200,641,995)	MnDOT	Municipal State Aid Street	T790049	Highway Tax Distribution 250	\$200,641,995	Transfer of 9% of 95% (8.55%) of net proceeds of HUTD revenues to Municipal State Aid Street Fund	Minn. Constitution Article XIV, Sec. 5 Minn. Stat. 162.11
MnDOT	Trunk Highway	T790058	Highway Improvement	(\$21,350,000)	MnDOT	Trunk Highway	T790097	SRC Department Support	\$21,350,000	Rider language in Transportation appropriations bill for State Road Construction - "This appropriation is for...internal department costs associated with delivering the construction program..."	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(c)
MnDOT	Trunk Highway	T790058	Highway Improvement	(\$10,000,000)	MnDOT	Trunk Highway	T790061	SRC-Economic development	\$10,000,000	For Transportation Economic Development (TED) program	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(c); Minn. Stat. 174.12, subd. 2(b)
MnDOT	Trunk Highway	T790062	Hwy Improvement Receipts	(\$47,741,542)	MnDOT	Trunk Highway	T790058	Highway Improvement	\$47,741,542	Rider language in Transportation appropriations bill for State Road Construction - "The commissioner may receive money covering other shares of the cost of partnership projects. These receipts are appropriated to the commissioner for these projects."	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(c)
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$29,841,890)	MnDOT	Trunk Highway	T790200	Road Equipment Operating	\$29,841,890	Of direct appropriation to Operations and Maintenance in Trunk Highway Fund, portion to be used for road equipment costs is transferred into separate appropriation	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$320,084)	MnDOT	Trunk Highway	T790277	Grow Our Own Mechanics (GOO)	\$320,084	Of direct appropriation to Operations and Maintenance in Trunk Highway Fund, portion to be used for Grow Our Own Mechanics program (GOO) is transferred into separate appropriation	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790083	Program Delivery	(\$1,000,000)	MnDOT	Trunk Highway	T790090	Environmental Management	\$1,000,000	Rider in Transportation appropriations bill for management of contaminated and regulated material on MnDOT-owned property	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(2)
MnDOT	Trunk Highway	T790084	Planning & Research	(\$266,000)	MnDOT	Trunk Highway	T790098	MPO Grants	\$266,000	Rider in Transportation appropriations bill for grants to metropolitan planning organizations (MPOs) outside the seven county metropolitan area	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)

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MnDOT	Trunk Highway	T790084	Planning & Research	(\$130,000)	MnDOT	Trunk Highway	T790272	Targeted Group Business Prgm	\$130,000	Rider in Transportation appropriations bill for administrative costs of the targeted group business program	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)
MnDOT	Trunk Highway	T790084	Planning & Research	(\$900,000)	MnDOT	Trunk Highway	T790321	RDCS Grant	\$900,000	Rider in Transportation appropriations bill for grants to regional development commissions (RDCs) for transportation studies outside the metropolitan area	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)
MnDOT	Trunk Highway	T790084	Planning & Research	(\$4,011,018)	MnDOT	Trunk Highway	T790083	Program Delivery	\$4,011,018	Transportation appropriations bill allows MnDOT to transfer available Planning and Research appropriation balances to the Program Delivery appropriation	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1)
MnDOT	Trunk Highway	T790320	Debt Service-Trunk Highway	(\$209,821,435)	MMB	Debt Service	G9Q0001	Debt Service Clearing Account	\$209,821,435	Transfer to MMB to pay annual obligations for Trunk Highway general obligation bond principal and interest	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(e); Minn. Stat. 167.51
MnDOT	Trunk Highway Bond Fund	T791431	Corridors of Com FY20 CH3	(\$17,000,000)	MnDOT	Trunk Highway Bond Fund	T791433	Corridor of Com FY20 CH3 PD	\$17,000,000	Transportation bonding bill allows MnDOT to use up to 17 percent of the bonds appropriated to Corridors of Commerce program for program delivery (\$17M is 17% of \$100M total)	2017 Laws of Minn., 1st SS, Ch. 3, Art. 2, Sec. 2, Subd. 1
MnDOT	General	T790003	Freight Rail Administration	(\$19,000)	MnDOT	General	T79F201	Freight Rail T790003	\$19,000	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	General	T790003	Freight Rail Administration	(\$8,000)	MnDOT	General	T79F301	Freight System T790003	\$8,000	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	General	T790003	Freight Rail Administration	(\$88,000)	MnDOT	General	T79F401	Port Improvements T790003	\$88,000	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	General	T790003	Freight Rail Administration	(\$328,100)	MnDOT	General	T79F501	Rail Safety T790003	\$328,100	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790077	Motor Carrier Safety & Comp	(\$2,451,259)	MnDOT	Trunk Highway	T79F101	Commercial Vehicles T790077	\$2,451,259	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790077	Motor Carrier Safety & Comp	(\$111,000)	MnDOT	Trunk Highway	T79F302	Freight System T790077	\$111,000	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790077	Motor Carrier Safety & Comp	(\$243,500)	MnDOT	Trunk Highway	T79F502	Rail Safety T790077	\$243,500	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 2(e) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$11,866,036)	MnDOT	Trunk Highway	T79M101	Bridge-Structure Maint T790081	\$11,866,036	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$50,353,636)	MnDOT	Trunk Highway	T79M201	Roads and Roadsides T790081	\$50,353,636	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$31,252,241)	MnDOT	Trunk Highway	T79M301	Snow and Ice T790081	\$31,252,241	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285

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MnDOT	Trunk Highway	T790081	Maintenance Operation	(\$28,469,073)	MnDOT	Trunk Highway	T79M401	Traffic Ops and Maint T790081	\$28,469,073	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(a) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790083	Program Delivery	(\$68,221,030)	MnDOT	Trunk Highway	T79P101	Highway Improvements T790083	\$68,221,030	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(2) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790083	Program Delivery	(\$34,528,262)	MnDOT	Trunk Highway	T79P201	Highway Construction T790083	\$34,528,262	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(2) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790084	Planning & Research	(\$7,275,884)	MnDOT	Trunk Highway	T79P301	Plan Highway System T790084	\$7,275,884	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1) Minn. Stat. 16A.285
MnDOT	Trunk Highway	T790084	Planning & Research	(\$10,441,767)	MnDOT	Trunk Highway	T79P401	Research-Development T790084	\$10,441,767	For direct appropriations, MnDOT creates separate appropriations for each identified product/service within each budget activity	2019 Laws of Minn., 1st SS, Ch. 3, Art. 1, Sec. 2, Subd. 3(b)(1) Minn. Stat. 16A.285
MnDOT	Special Revenue	T790679	MnPASS Receipts Maintenance	(\$513,768)	MnDOT	Special Revenue	T791177	MnPASS Unearned Receipts	\$513,768	Because MnPASS users prepay into their accounts, revenues are deposited in a separate "unearned" appropriation and moved to the appropriate account as they are actually used. Following a detailed reconciliation of all activity, some funds were transferred back to the unearned appropriation	Minn. Stat. 160.90 Subd. 2
MnDOT	Special Revenue	T790679	MnPASS Receipts Maintenance	(\$1,843,777)	MnDOT	Special Revenue	T791469	MnPASS 394 Corridor	\$1,843,777	In previous years, MnPASS activity was all managed in one appropriation. Beginning in FY 2020, a new appropriation was created for each trunk highway corridor	Minn. Stat. 160.90 Subd. 2
MnDOT	Special Revenue	T790679	MnPASS Receipts Maintenance	(\$1,926,544)	MnDOT	Special Revenue	T791468	MnPASS 35W Corridor	\$1,926,544	In previous years, MnPASS activity was all managed in one appropriation. Beginning in FY 2020, a new appropriation was created for each trunk highway corridor	Minn. Stat. 160.90 Subd. 2a
MnDOT	Special Revenue	T790679	MnPASS Receipts Maintenance	(\$421,425)	MnDOT	Special Revenue	T791470	MnPASS Transponders	\$421,425	In previous years, MnPASS activity was all managed in one appropriation. Beginning in FY 2020, a new appropriation was created for each trunk highway corridor	Minn. Stat. 160.90 Subd. 2
TOTAL				-\$2,952,264,127					\$2,952,264,127		

Appendix A: Copies of Agreements

The file size of the 2020 agreements is large and attached separately. If you are not able to download the file, MnDOT will individually fulfill requests for copies of the agreements. Please contact MnDOT's Office of Government Affairs at 651-366-4824 to request a copy.

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #00153
Faribault Tower

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

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

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

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

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

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

1. COMMUNICATIONS FACILITY

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

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

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

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

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

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

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

5. TERMINATION

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

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

6. DUTIES OF MN/DOT

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

7. DUTIES OF DOC

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

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

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

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

Mn/DOT:

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

DOC:

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

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

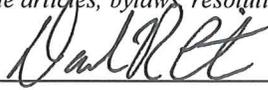
LIST OF EXHIBITS

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

DOC:

MINNESOTA DEPARTMENT OF
CORRECTIONS

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

By 

Print Name: _____

Title: 
(Print or type)

Date 10/24/11

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

Mn/DOT:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By 
Mukhtar Thakur

Title: Director

Date OCT 12, 2011



UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
ANTENNA STRUCTURE REGISTRATION



OWNER: MINNESTOA, STATE OF

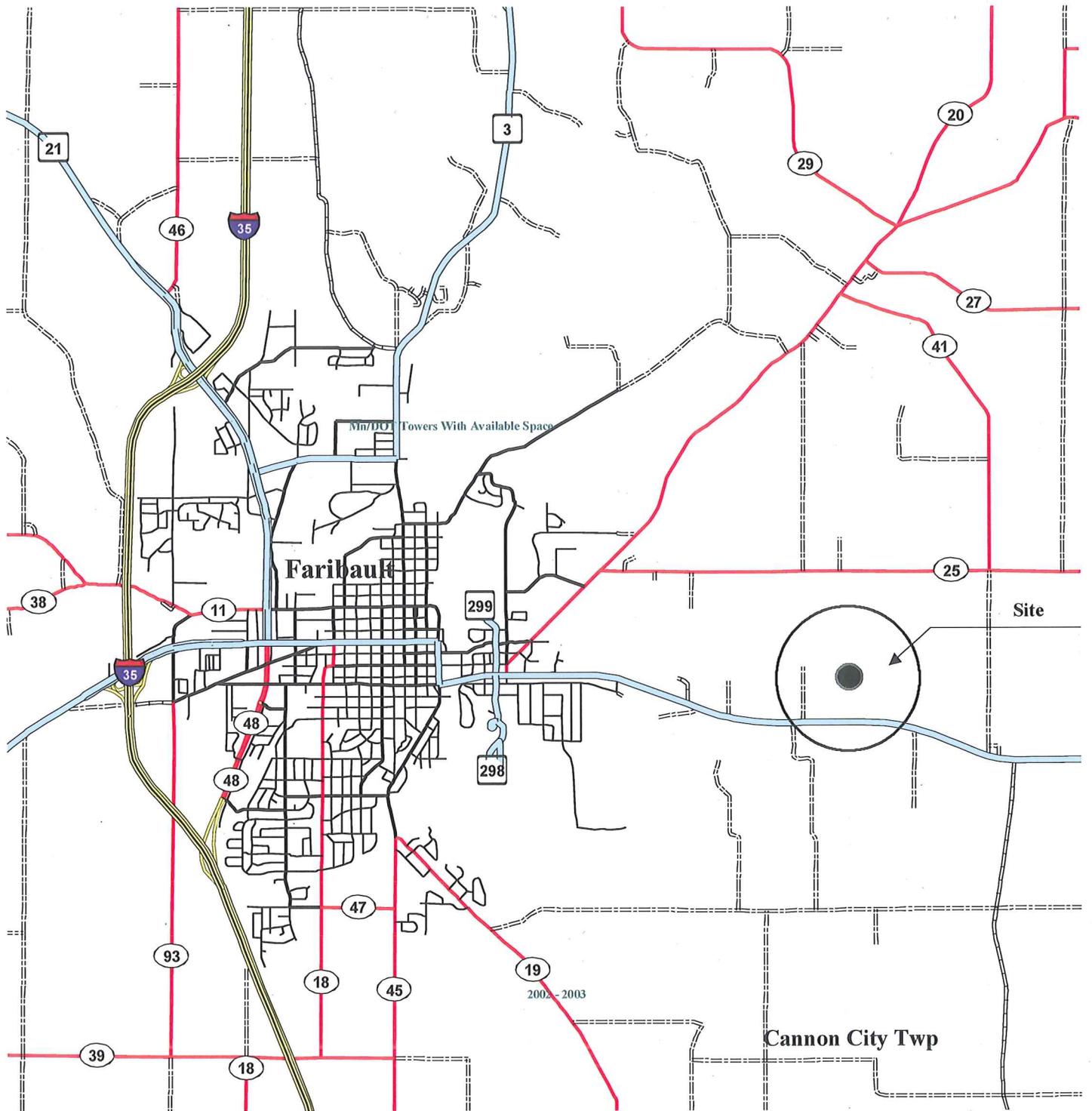
FCC Registration Number (FRN): 0002608115

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

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

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

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



**LOCATION MAP
EXHIBIT A2**

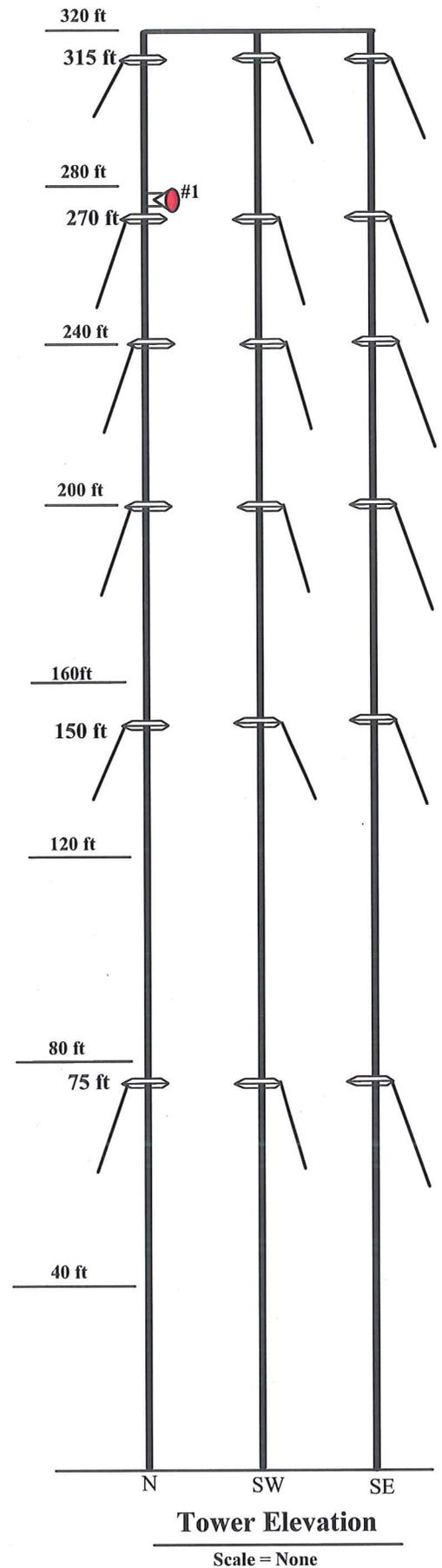
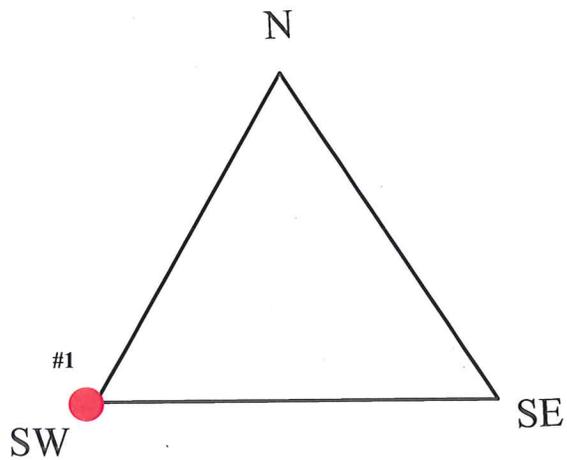
Faribault Tower TEC202

4375 204th Street
Faribault, MN

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

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

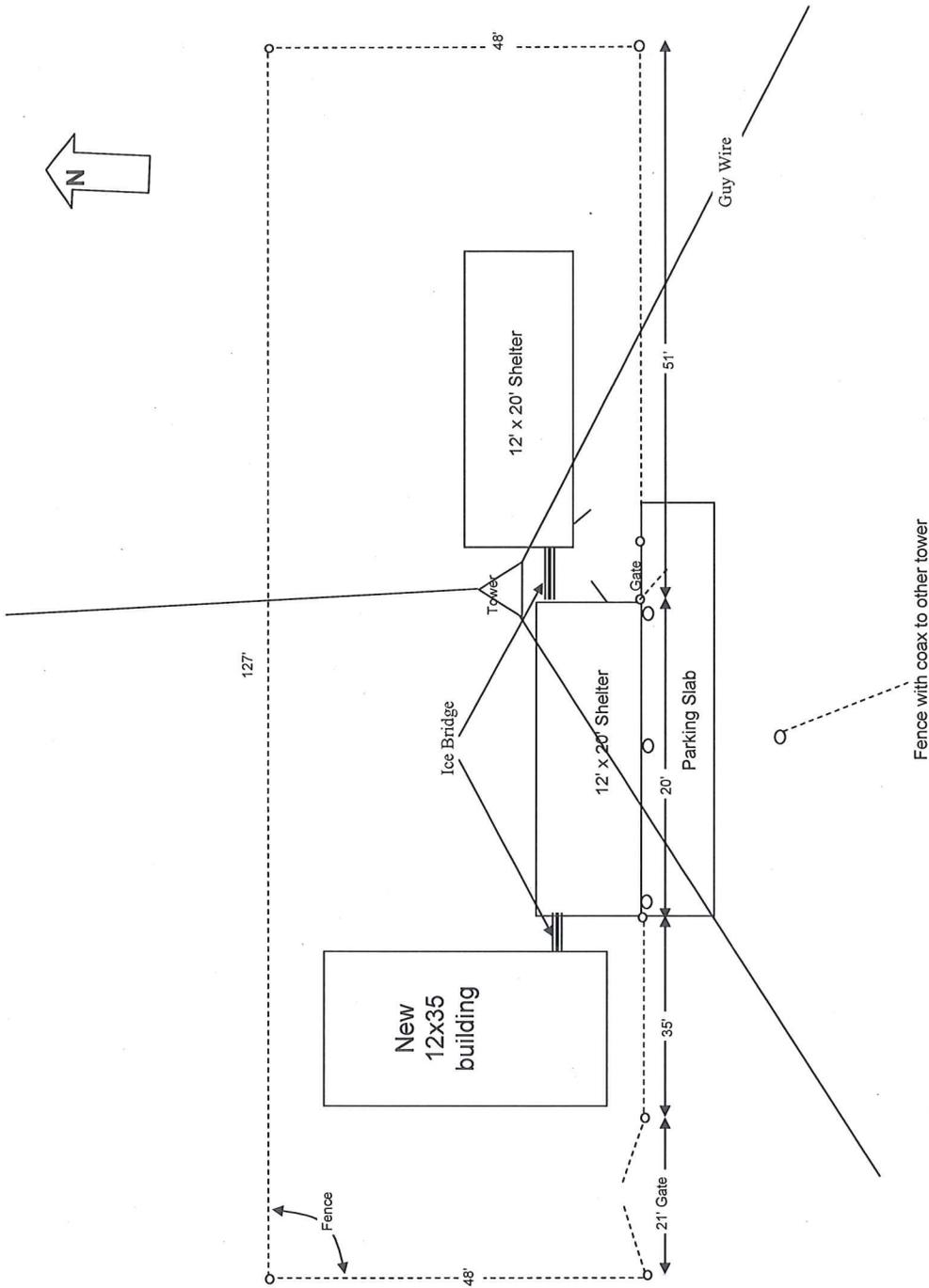
TOWER ORIENTATION



Faribault Tower
Minnesota Department of Transportation

October 12, 2011
 Agreement #00153

Exhibit B1



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

Exhibit B2

Installation Instructions

RACK SPACE:

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

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

InterMod Panel:

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

Grounding

AGENCY or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

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

“Site Access”

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

Contact Information

Radio Maintenance Supervisor

Marshall Robeck

(507) 446-5539

(507) 456-7667 Cellular

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

Site Entry Notification

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

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

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

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

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #00159
St. Cloud Tower

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

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

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

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

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

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

1. COMMUNICATIONS FACILITY

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

2. TERM

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

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

3. **USE**

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

4. **ELECTRICAL SERVICES FEE**

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

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

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

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

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

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

5. **TERMINATION**

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

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

6. DUTIES OF MN/DOT

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

7. **DUTIES OF DOC**

- 7.1 DOC warrants that DOC'S use of the Communications Facility shall not interfere with any of Mn/DOT'S communications equipment or any other users that are on Mn/DOT'S Property prior to the effective date of this Cooperative Agreement. In the event there is interference, DOC shall promptly shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected. If at any time there is future use of Mn/DOT'S Property by any other communications users, Mn/DOT shall have the responsibility to order the operator of the newly-added equipment to shut down that portion of its equipment causing the interference, except for intermittent testing, until the interference is corrected.
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Office of Electronic Communications
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-

LIST OF EXHIBITS

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EXHIBIT B1: Tower Diagram with DOC Antenna location

EXHIBIT B2: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

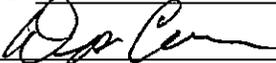
DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

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

By 

Print Name: _____

Title: 
(Print or type)

Date: 10/24/11

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By 
Mukhtar Thakur

Title: Director

Date: OCT 13, 2011

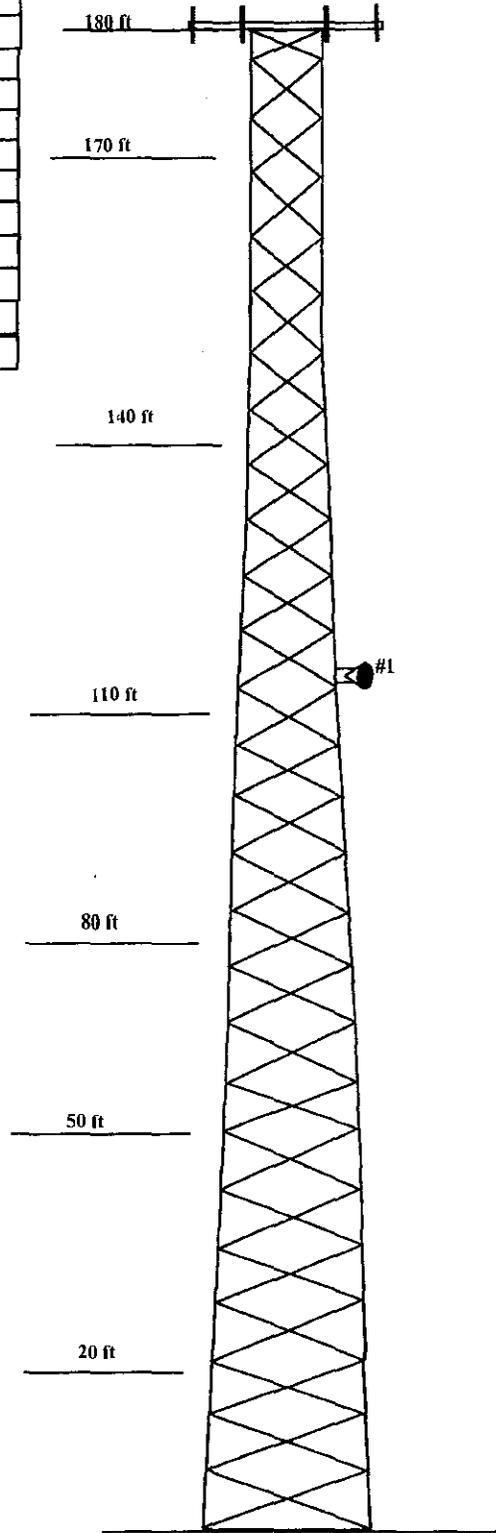
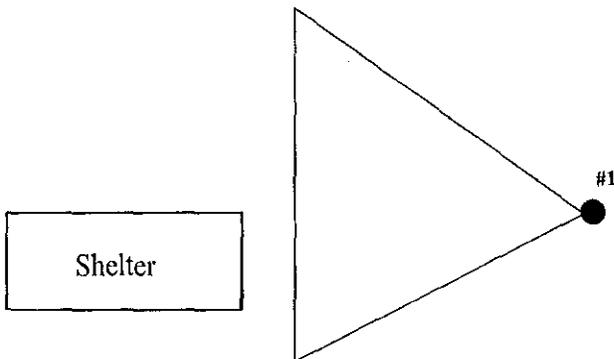


Proposed St. Cloud Tower
MN/DOT District HQ
3725 12th Street NE
St. Cloud, MN

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



Tower Orientation



Tower Elevation

Scale = None

**St. Cloud Tower
Minnesota Department of Transportation**

October 12, 2011
Agreement #00159
MN Dept. of Corrections

St Cloud Tower



Figure 1b

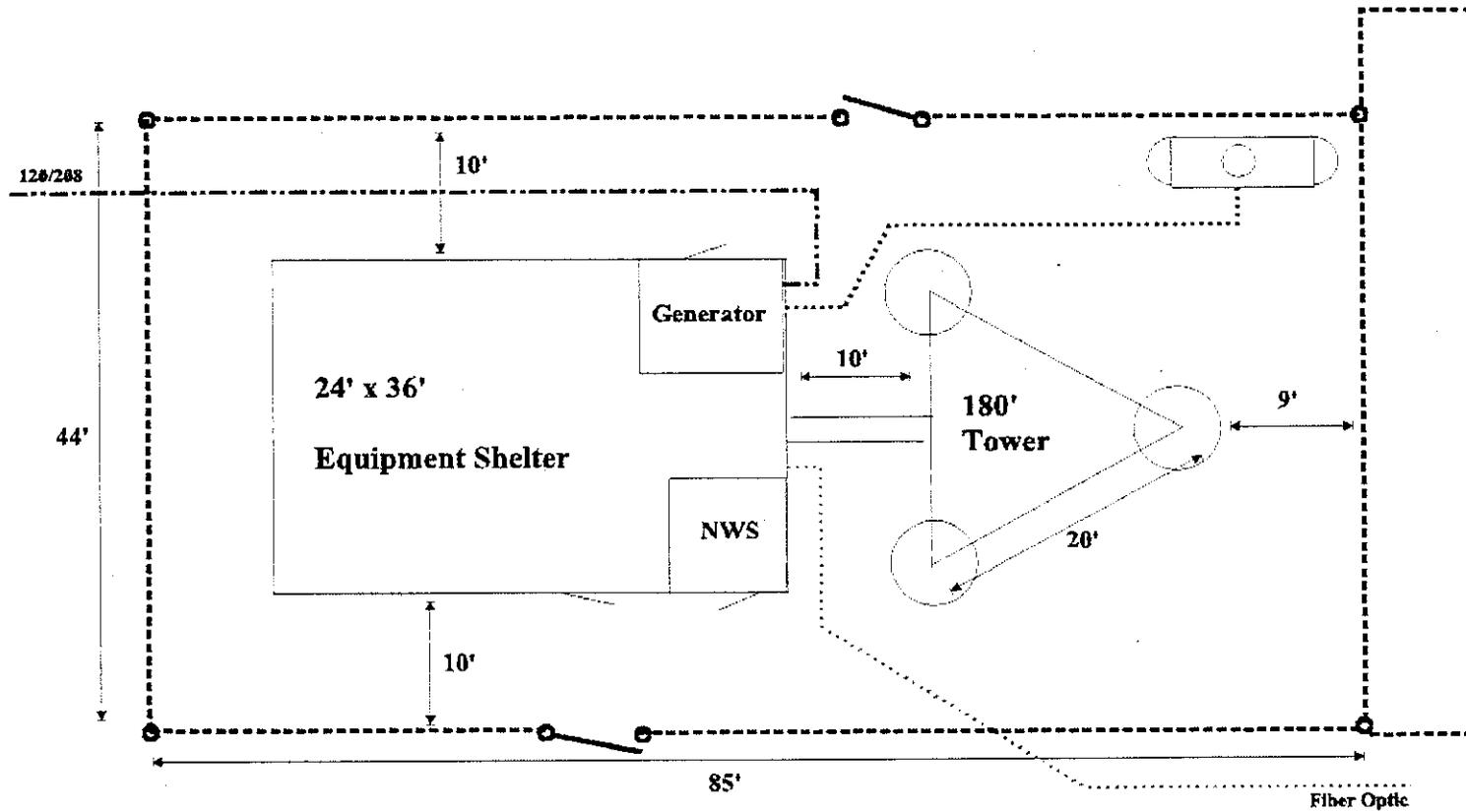


Exhibit B2

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

06-OEC-DOT-110A

Installation Instructions

RACK SPACE:

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

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

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Grounding

AGENCY or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

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

“Site Access”

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

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

Site Entry Notification

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

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

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

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

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

Exhibit D

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #00162
Lino Lakes Tower

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

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

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

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

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

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

1. COMMUNICATIONS FACILITY

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

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

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

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

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

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

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

5. TERMINATION

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

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

6. DUTIES OF MN/DOT

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

7. DUTIES OF DOC

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

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

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

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

Mn/DOT:

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

DOC:

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

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

LIST OF EXHIBITS

EXHIBIT A: Location Map

EXHIBIT B1: Tower Diagram with DOC Antenna location

EXHIBIT B2: Installation Instructions

EXHIBIT C: Site Access

EXHIBIT D: Statement of Structural Analysis Requirement

DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

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

By [Signature]

Print Name: _____

Title: [Signature]
(Print or type)

Date: 10/24/11

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

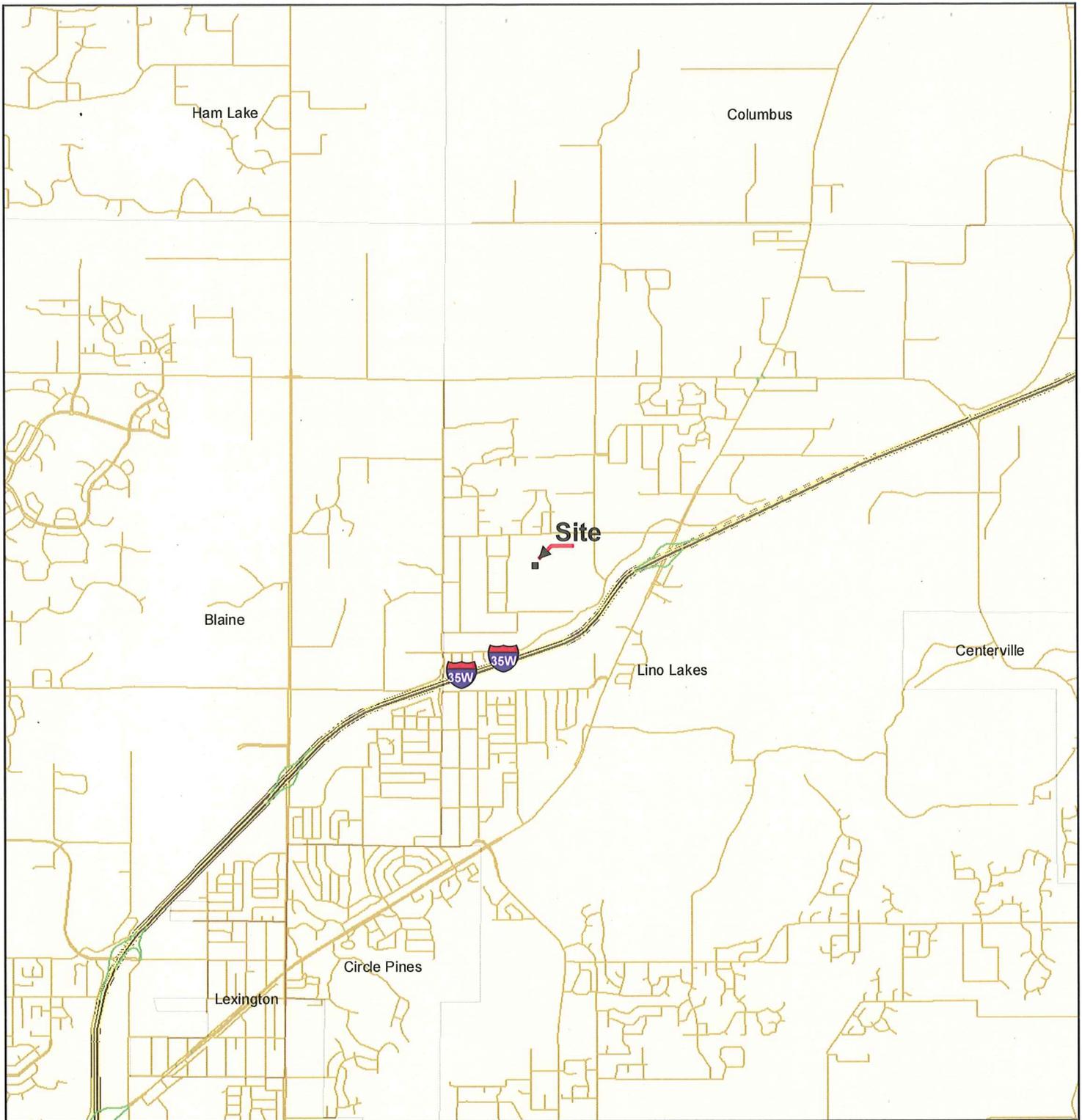
Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By [Signature]
Mukhtar Thakur

Title: Director

Date: OCT 13, 2011



Lino Lakes

7525 4th Ave.

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

**Agreement #00162
Dept. of Corrections**

LOCATION MAP

Driving Directions

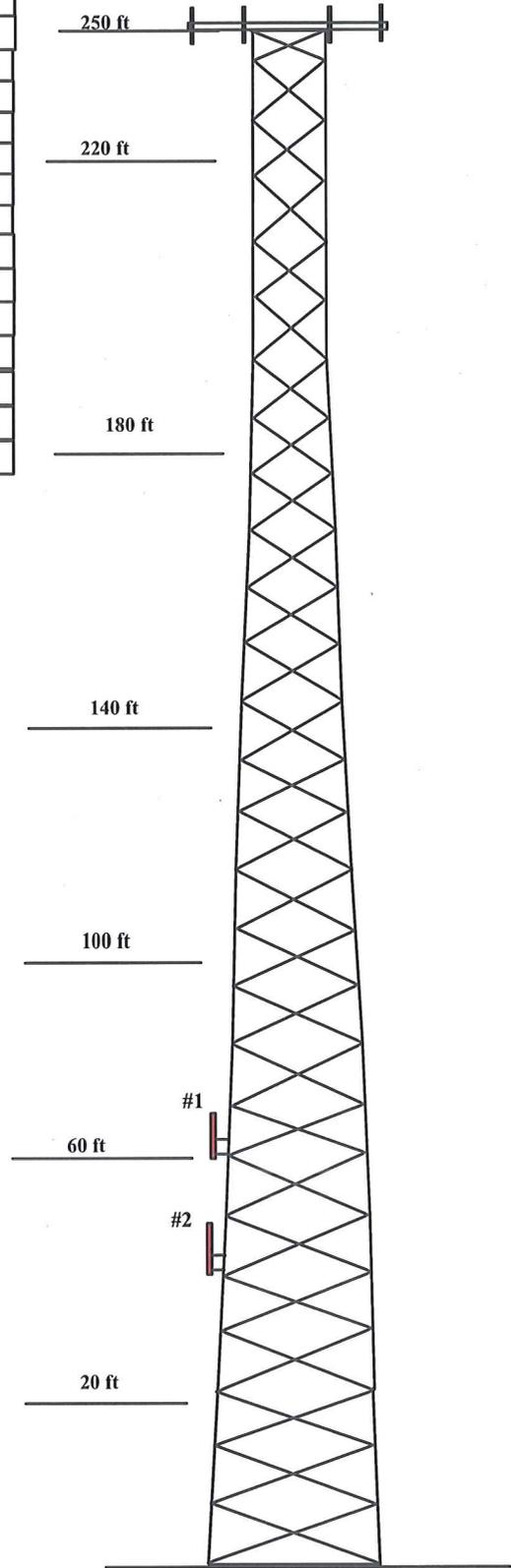
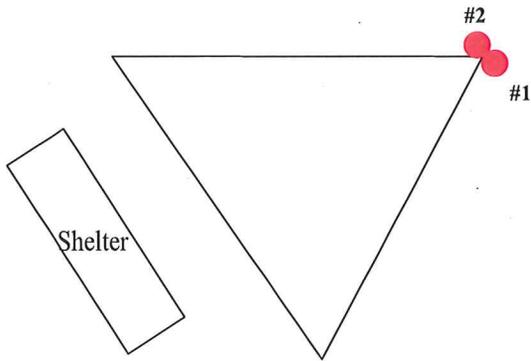
From Interstate 35W turn north on Lake Drive.
Proceed .3 miles to Apollo Dr. and turn left.
Continue .25 miles to Lilac St. and turn right.
Proceed .35 miles to 4th Ave and follow to site.



Exhibit A

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

Tower Orientation



Tower Elevation

Scale = None

Lino Lakes Tower Minnesota Department of Transportation

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

Exhibit B1

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

Radio Equipment Shelter Building Details

DRAWING NOT TO SCALE,
 SITE LAYOUT
 PLAN

REGION - WIDE
 800 MHz DIGITAL,
 TRUNKED, RADIO
 SYSTEM

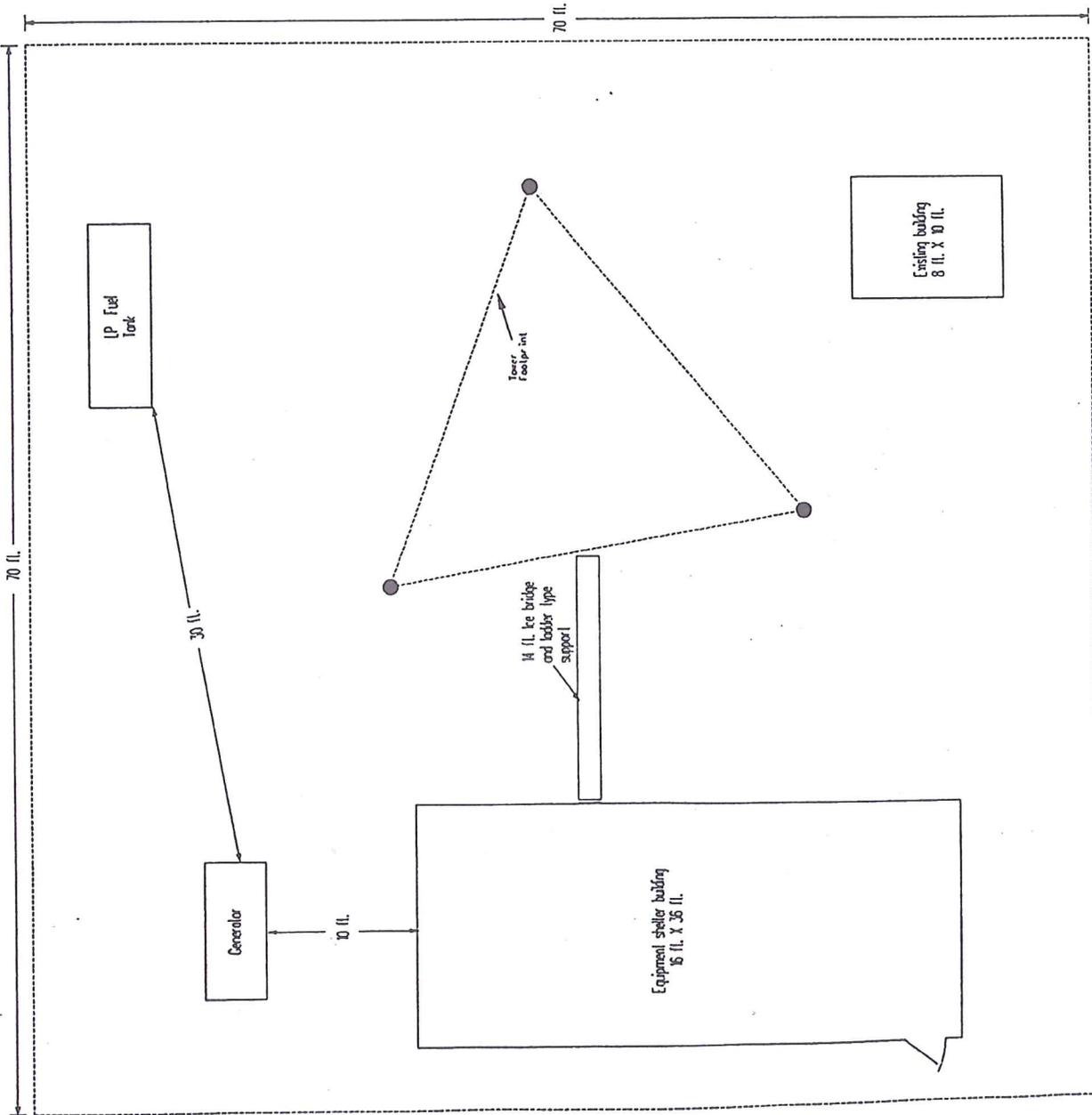
Ronald Vegemast Engineering, Inc.

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

SITE: LINO LAKES

DATE: 05/20/98
 DRAWN BY: GPL

DRAWING NUMBER: RS262 - SL 13.0



Installation Instructions

RACK SPACE:

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

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

InterMod Panel:

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

Grounding

AGENCY or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

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

“Site Access”

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

Contact Information

Radio Maintenance Supervisor

Bob Prudhomme

(651) 234-7971

(651) 373-9511 Cellular

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

Site Entry Notification

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

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

Agreement No. 00162
Dept. of Corrections
Lino Lakes Tower

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

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

Exhibit D

STATE OF MINNESOTA
COMMUNICATIONS SHELTER
USE AGREEMENT

Agreement #00517
Shakopee Tower
Communications Shelter

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

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

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

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

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

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

1. COMMUNICATIONS SHELTER

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

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

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

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

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

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

5. TERMINATION

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

6. DUTIES OF MN/DOT

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

7. DUTIES OF DOC

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

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

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

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

12. **NOTICES** All notices or communications between DOC and Mn/DOT shall be sent in writing to the following:

Mn/DOT:

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

DOC:

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

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

LIST OF EXHIBITS

EXHIBIT A: Location Map

EXHIBIT B1: DOC Equipment

EXHIBIT B2: Site Description

EXHIBIT B3: Installation Instructions

EXHIBIT C: Site Access

DOC:

STATE OF MINNESOTA
DEPARTMENT OF CORRECTIONS

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

By 

Print Name: _____

Title: 
(Print or type)

Date: 1/23/12

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

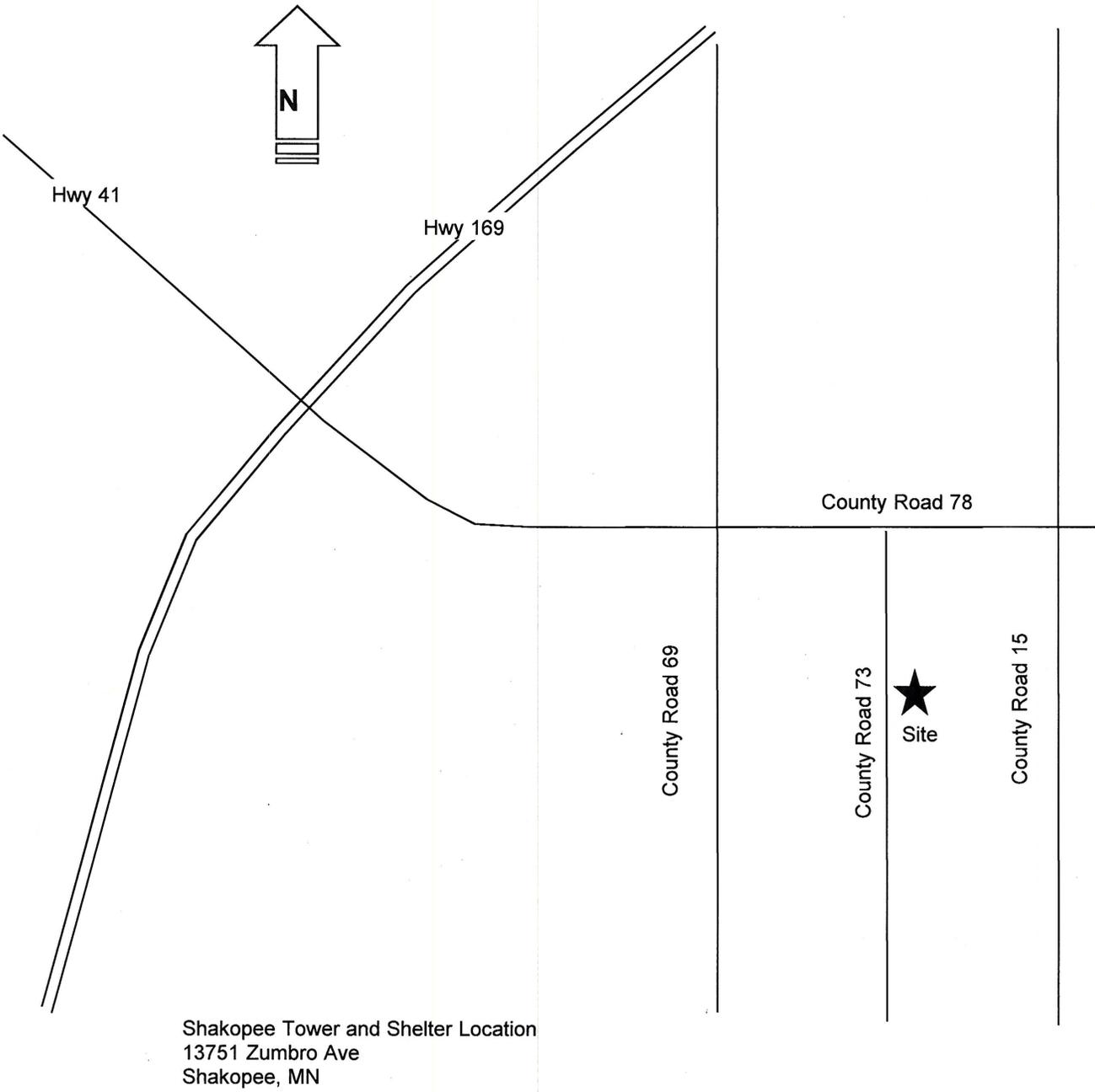
Mn/DOT:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
OFFICE OF ELECTRONIC COMMUNICATIONS

By 
Mukhtar Thakur

Title: Director

Date: Jan 17, 2012



Shakopee Tower and Shelter Location
13751 Zumbro Ave
Shakopee, MN

Exhibit A

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

**Shakopee Communications Shelter
Minnesota Department of Transportation**

December 16, 2011
Agreement #00517
Dept. of Corrections

Exhibit B1

Tower Owner: Scott County Sheriffs Department

Land Owner: Scott County

Tower Address: 13751 Zumbro Ave
Shakopee, MN

County: Scott County

City: (nearest) Shakopee, MN

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

FCC Registration #: N/A

Coordinates:

Latitude: N/A

Longitude:

Ground Elevation: N/A

Tower Height: N/A

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

Installation Instructions

RACK SPACE:

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

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

InterMod Panel:

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

Grounding

DOC or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

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

“Shelter Access”

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

Contact Information

Radio Maintenance Supervisor
Bob Prudhomme
(651) 234-7971

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

Shelter Entry Notification

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

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

**PARTNERSHIP CONTRACT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA DEPARTMENT OF NATURAL RESOURCES
FOR
USE OF SPACE**

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR"); acting through their respective commissioners; located at: (MnDOT) 395 John Ireland Blvd, St Paul, MN 55155-1899 and (DNR) 500 Lafayette Blvd, Box 32, St Paul, MN 55155-4032.

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. DNR wishes to use some space in Mn/DOT's District 2 headquarters building, and MnDOT is willing to permit such use in exchange for reasonable compensation from DNR; and
3. Both parties are willing to enter this Contract to set forth their respective rights and duties.

Agreement

1. **Term of Agreement; Exhibits**

- 1.1 **Effective date.** This Contract will be effective upon execution and approval by the appropriate MnDOT and DNR officials pursuant to Minnesota law.
- 1.2 **Expiration date.** This Contract will expire on June 30, 2020, unless terminated earlier pursuant to Article 10.
- 1.3 **Exhibits.** Exhibit A is attached and incorporated into this agreement.

2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide to DNR approximately 2,535 square feet, of office space, 144 square feet of heated secure storage space, and 1520 square feet of fenced yard storage space. See Exhibit A which is attached and incorporated into this agreement.

- 2.1 **MnDOT responsibilities.** MnDOT will:
 - 2.2 MnDOT will invoice DNR in SWIFT for equal quarterly payments at the beginning of September, December, March and June of each year of the contract.
 - 2.2.1 Provide the DNR with office space (for work cubicles), heated storage, and yard storage space, needed to perform its functions, consisting of approximately 2,535 square feet, of office space, 144 square feet of heated secure storage space, and 1520 square feet of fenced yard storage space. Space to be located at:

MnDOT District 2

3920 Highway 2 West
Bemidji, MN 56601

- 2.2.2 Provide utilities including heat, electricity, water and sewer, but excluding telephone, fax, Internet and other telecommunications services.
 - 2.2.3 Provide the following computer/network connections: MnDOT will supply multimode fiber cable between Paul Bunyan connection (Bldg A) and DNR leased office locations (Bldg B). MnDOT will supply UPS connections for switches and will provide network connections in offices. MnDOT and DNR networks will be completely separate.
 - 2.2.4 Provide janitorial services and common area trash receptacles.
 - 2.2.5 Provide building and yard maintenance, including snow removal.
 - 2.2.6 Provide building security equipment, maintenance, and monitoring of security equipment for employee safety.
 - 2.2.7 Provide reasonable and non-reserved parking for DNR vehicles and guests.
 - 2.2.8 Provide access 24 hour/day, 365 days/year to appropriate buildings and secured areas.
- 2.3 **DNR responsibilities.** DNR will:
- 2.3.1 Pay to MnDOT an annual fee for the use of space, in equal quarterly payments due at the end of September, December, March, and June of each State Fiscal Year of this agreement, as further specified in Article 6. •
 - 2.3.2 Adhere to MnDOT's building operations practices, including but not limited to building security, safety, smoking, waste/recycling, parking and reasonable care of the space.
 - 2.3.3 Provide, manage, and maintain all of its own computer equipment and peripherals, including (but not limited to): copiers, printers, telephones, computers, and network switches.
 - 2.3.4 Install new connection into the District 2 MnDOT building in Bemidji on Paul Bunyan fiber.
 - 2.3.5 DNR will provide two switches - one in Bldg A to terminate the Paul Bunyan connection and convert it to Multimode fiber and one to supply connections to the DNR network devices (computers, phones, printers, etc.). DNR will supply all fiber patch cables needed to complete fiber links between Bldg A and Bldg B.

3. Method of Determining Payment Amounts

- 3.1 To determine square foot charges for use of space, MnDOT has utilized a combination of the factors listed below. If the parties agree to extend the term of this Agreement, the charges for such extension period may also be determined using a combination of the factors listed below:
 - 3.1.1 Local rental space averages; and/or,
 - 3.1.2 The Department of Administration cost recovery method; and/or,
 - 3.1.3 The Building Owners and Managers Experience Exchange Report.

4. Terms of Payment: DNR will pay the amount of rent listed in Exhibit A for the facilities below.

- 4.1 871 square feet of leased office space,
- 4.2 144 square feet of leased warm storage space,
- 4.3 1,520 square feet of yard storage space.
- 4.4 DNR's total obligation will not exceed \$63,690.15.

- 4.5 MnDOT will invoice DNR in SWIFT for equal quarterly payments.
- 4.6 DNR will pay MnDOT using the bilateral netting process in SWIFT due at the end of September, December, March and June of each State fiscal year.
- 4.7 MnDOT will then credit the appropriate MnDOT District Operating Funds account.

5. **Authorized Representatives**

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

5.2 *MnDOT's Authorized Representative* is

Name:	Robert Miller	or successor.
Title:	Director, Building Services	
MnDOT -	Office of Maintenance	
Street Address:	395 John Ireland Blvd MS 715	
City State Zip:	St Paul MN 55155	
Telephone:	651-366-3573	
Email:	Robert.miller@state.mn.us	

5.3 *DNR's Authorized Representative* is:

Name:	Kent Lokkesmoe	or successor.
Title:	Management Resources Administrator	
Other Party:	Department of Natural Resources	
Billing Address:	500 Lafayette Blvd Box 32	
City State Zip:	St Paul MN 55155-4012	
Telephone:	651-259-5701	
Email:	kent.lokkesmoe@state.mn.us	

6. **Liability:** Each party is solely responsible for its own acts or omissions associated with the maintenance operations covered by this Agreement. The liability of the parties is governed by Minnesota Statutes §3.736 and other applicable law.
7. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the DNR relevant to this Contract are subject to examination by State and the Legislative Auditor for a minimum of six years.

8. **Government Data Practices:**

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

9. **Assignment and Amendments**

- 9.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Contract without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 9.2 *Amendments.* Any amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

10. **Waiver; Contract Complete**

10.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.

10.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

11. **Termination:** This Contract may be terminated by either party, with or without cause, upon 30 days written notice to the other party

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

DNR

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

By: [Signature]
Title: mgr
Date: 4.28.15

COMMISSIONER OF TRANSPORTATION

By: [Signature]
Title: Division Director
Date: 5/4/15

DNR ENCUMBRANCE VERIFICATION

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

By: [Signature]
Date: 4-27-15
SWIFT Contract # 88231

COMMISSIONER OF ADMINISTRATION

By: [Signature]
Date: 5/6/15

SWIFT Purchase Order # FY 16 Encumbrance

As rent for 971 square feet of leased office space, DNR will pay MnDOT according the the following rate

FY 2016	\$ 10.53 /square feet, for a subtotal of	\$ 10,224.63
FY 2017	\$ 10.77 /square feet, for a subtotal of	\$ 10,457.67
FY 2018	\$ 11.01 /square feet, for a subtotal of	\$ 10,690.71
FY 2019	\$ 11.27 /square feet, for a subtotal of	\$ 10,943.17
FY 2020	\$ 11.51 /square feet, for a subtotal of	\$ 11,176.21
Subtotal Office Space.		\$ 53,492.39

As rent for 144 square feet of leased warm storage space, DNR will pay MnDOT according the the following rate

FY 2016	\$ 10.53 /square feet, for a subtotal of	\$ 1,516.32
FY 2017	\$ 10.77 /square feet, for a subtotal of	\$ 1,550.88
FY 2018	\$ 11.01 /square feet, for a subtotal of	\$ 1,585.44
FY 2019	\$ 11.27 /square feet, for a subtotal of	\$ 1,622.88
FY 2020	\$ 11.51 /square feet, for a subtotal of	\$ 1,657.44
Subtotal Warm Storage Space		\$ 7,932.96

As rent for 1,520.00 square feet of Yard Storage space, DNR will pay MnDOT according the the following rate

FY 2016	\$ 0.29 /square feet, for a subtotal of	\$ 440.80
FY 2017	\$ 0.29 /square feet, for a subtotal of	\$ 440.80
FY 2018	\$ 0.30 /square feet, for a subtotal of	\$ 456.00
FY 2019	\$ 0.30 /square feet, for a subtotal of	\$ 456.00
FY 2020	\$ 0.31 /square feet, for a subtotal of	\$ 471.20
Subtotal Yard Storage Space		\$ 2,264.80

Total Annual Lease amounts		Quarterly Payments
FY 2016	\$ 12,181.75	4 \$ 3,045.44
FY 2017	\$ 12,449.35	4 \$ 3,112.34
FY 2018	\$ 12,732.15	4 \$ 3,183.04
FY 2019	\$ 13,022.05	4 \$ 3,255.51
FY 2020	\$ 13,304.85	4 \$ 3,326.21
Total Agreement	\$ 63,690.15	

AMENDMENT # 1 TO MnDOT PARTNERSHIP #: 07142.

Contract Start Date:	<u>05/06/2015</u>	Original Contract Amount:	<u>\$63,690.15</u>
Orig. Contract Exp. Date:	<u>06/30/2020</u>	Prev. Amendment(s) Total:	<u>\$ 0.00</u>
Amended Exp. Date	<u>06/30/2020</u>	Current Amendment Amount:	<u>(\$44,119.81)</u>
		Current Contract Total	<u>\$19, 570.34</u>

Project Identification : DNR Use of Space

This Amendment is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR"); acting through their respective commissioners; located at: (MnDOT) 395 John Ireland Blvd, St Paul, MN 55155-1899 and (DNR) 500 Lafayette Blvd, Box 32, St Paul, MN. 55155-4032.

Recitals

1. MnDOT has a contract with DNR identified as MnDOT Contract Number 07142 ("Original Contract") DNR wishes to use some space in Mn/DOT's District 2 headquarters building, and MnDOT is willing to permit such use in exchange for reasonable compensation from DNR; and
2. MnDOT needs have changed and the office space previously used by DNR is no longer available.
3. MnDOT and DNR are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Article 1.3. *Exhibits*; is amended as follows:

- 1.3 *Exhibits*. Exhibits AA1 is attached and incorporated into this agreement.

REVISION 2. Article 2. **Scope of Work and Responsibilities of Each Party** is amended as follows:

2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide to DNR approximately ~~2,535 square feet of office space,~~ 144 square feet of heated secure storage space, and 1520 square feet of fenced yard storage space. See Exhibit AA1 which is attached and incorporated into this agreement.

*MAB
KWB 5.13.15*

REVISION 3. Article 2.2.1 and Article 4 **Terms of Payment** are deleted in their entirety and replaced as follows:

- 2.2.1 Provide the DNR with heated storage, and yard storage space needed to perform its functions, consisting of approximately, 144 square feet of heated secure storage space, and 1,520 square feet of fenced yard storage space. Space to be located at:

MnDOT District 2
Partnership Agreement Rev. 02/19/2014
MnDOT Contract #
3920 Highway 2 West
Bemidji, MN 56601

4. **Terms of Payment:** DNR will pay the amount of rent listed in Exhibit A1 for the facilities below,
 - 4.1 144 square feet of leased warm storage space,
 - 4.2 1,520 square feet of yard storage space.
 - 4.3 DNR's total obligation will not exceed \$19,570.34.
 - 4.5 MnDOT will invoice DNR in SWIFT for equal quarterly payments except for quarter four of FY 2016 which will be prorated monthly until DNR vacates the office space by June 1, 2016 (see Exhibit A1).
 - 4.6 DNR will pay MnDOT using the bilateral netting process in SWIFT due at the end of September, December, March and June of each State fiscal year.
 4. MnDOT will then credit the appropriate MnDOT District Operating Funds account.

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

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

**STATE ENCUMBRANCE
VERIFICATION**

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

Signed: Rebecca Hula

Date: 4-29-16

Contract 80231

SWIFT PO #: 3000079515

DEPARTMENT OF TRANSPORTATION

By: [Signature]
(With delegated authority)

Title: Asst. Commissioner

Date: 5/26/16

CONTRACTOR

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

By: [Signature]

Title: mgr mgr

Date: 5-13-16

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: [Signature]
(With delegated authority)

Date: 6/2/16

MMD#: _____

As rent for 971 square feet of leased office space, DNR will pay MnDOT according to the following rate.

FY 2016	\$	10.53	X square feet, for a subtotal of	\$10,224.63
FY 2017				
FY 2018				
FY 2019				
FY 2020				
Subtotal Office Space through				\$10,224.63

As rent for 144 square feet of leased warm storage space, DNR will pay MnDOT according to the following rate.

FY 2016	\$	10.53	X square feet, for a subtotal of	\$1,516.32
FY 2017	\$	10.77	X square feet, for a subtotal of	\$1,550.88
FY 2018	\$	11.01	X square feet, for a subtotal of	\$1,585.44
FY 2019	\$	11.27	X square feet, for a subtotal of	\$1,622.88
FY 2020	\$	11.51	X square feet, for a subtotal of	\$1,657.44
Subtotal Warm Storage Space				\$7,932.96

As rent for 1,520 square feet of leased yard storage space, DNR will pay MnDOT according to the following rate.

FY 2016	\$	0.29	X square feet, for a subtotal of	\$440.80
FY 2017	\$	0.29	X square feet, for a subtotal of	\$440.80
FY 2018	\$	0.30	X square feet, for a subtotal of	\$456.00
FY 2019	\$	0.30	X square feet, for a subtotal of	\$456.00
FY 2020	\$	0.31	X square feet, for a subtotal of	\$471.20
Subtotal Yard Storage Space				\$2,264.80

Total Annual Lease Amounts	Quarterly Payments	FY 16 Q1-3 Amount	FY 16 Q4 Amount	Total FY 16 Amount
FY 2016	3	\$ 3,045.44	\$2,193.39	\$11,329.70
FY 2017	4	\$ 497.92		\$1,991.68
FY 2018	4	\$ 510.36		\$2,041.44
FY 2019	4	\$ 519.72		\$2,078.88
FY 2020	4	\$ 532.16		\$2,128.64
Total Obligation				\$19,570.34

FY 2016 Last Quarter (April-June) is prorated for use of Office Space. DNR to vacate by June 1, 2016.

FY 2016 divided by 12 = Monthly cost. times 2 months

plus FY 2016 Q4 Warm and Yard Storage

Equals last FY 2016 Payment

\$852.05	\$	1,704.11
\$489.28	\$	\$2,193.39

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #99464
Moose Lake Tower

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

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

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located on Tower Rd. 2.25 miles west of the City of Moose Lake, which is more fully described in Exhibit A, attached hereto, and

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

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

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

1. COMMUNICATIONS FACILITY

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

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

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

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

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

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

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

5. TERMINATION

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

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

6. DUTIES OF MN/DOT

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

7. DUTIES OF DOC

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

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

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

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

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

Mn/DOT:

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

DOC:

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

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

LIST OF EXHIBITS

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

DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

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

By David R Crist

Print Name: David R Crist

Title: Dep. Comm
(Print or type)

Date: 8/26/11

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

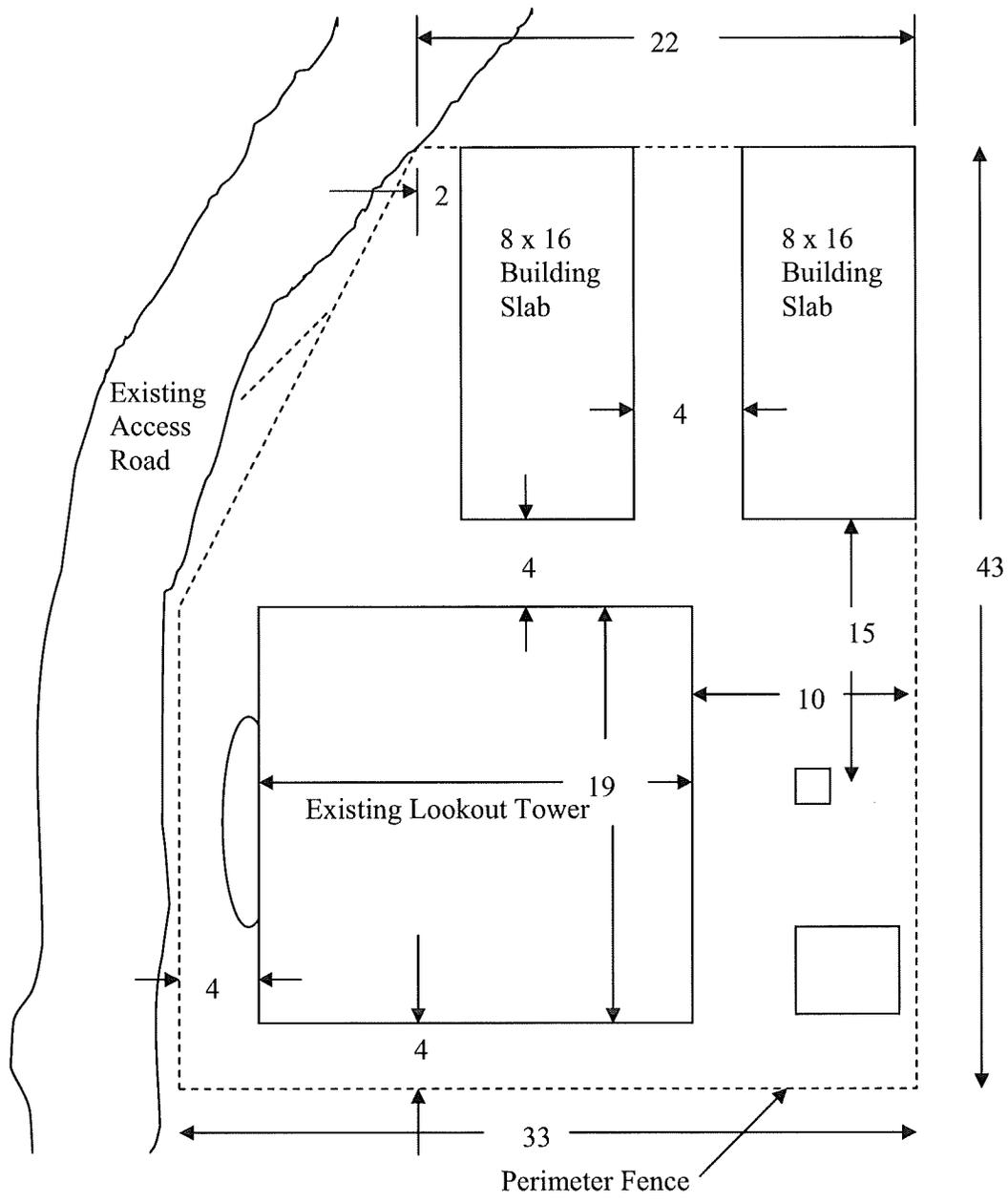
Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar Thakur
Mukhtar Thakur

Title: Director

Date: Aug 19, 2011

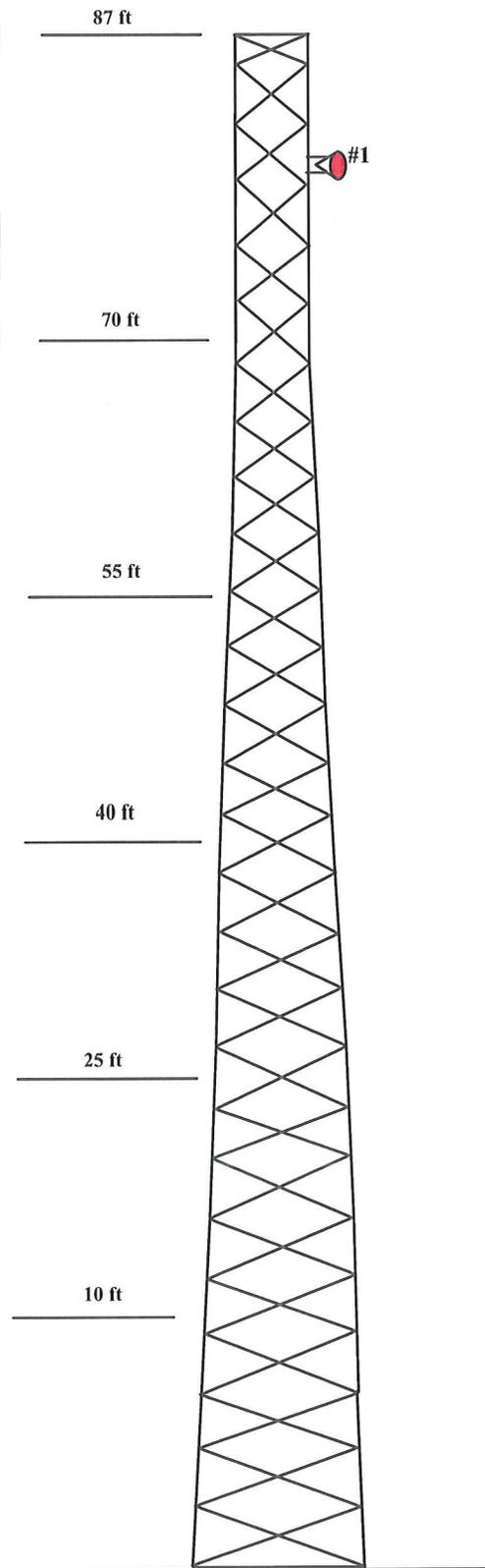
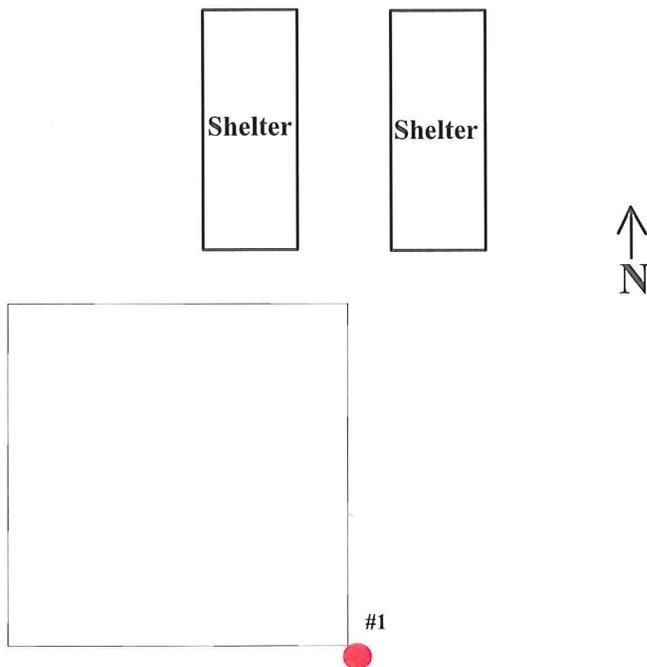


Moose Lake Lookout Tower Site

EXHIBIT A

ANTENNA KEY - MN Department of Corrections Antenna				
#	Model	Ht to Tip	Pipe or Leg	Coax
1	Radiowaves HDP2-4.7	81'	Leg SE	1/2"
EQUIPMENT IN SHELTER - DOC				
Equip.	Description			
Motorola	PTP49600 Microwave			
FREQUENCY INFORMATION				
Transmit = 4.9 Ghz	Receive = 4.9 Ghz			

Tower Orientation



Tower Elevation

Scale = None

Moose Lake Tower

Minnesota Department of Transportation

August 10, 2011
 Agreement #99464
 MN Department of Corrections

Exhibit B1

Installation Instructions

RACK SPACE:

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

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

InterMod Panel:

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

Grounding

AGENCY or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

RMS
Radio Maintenance Supervisor
Darwin Salo
(218) 742-1084
(218) 404-0462 Cellular

“Site Access”

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

Contact Information

Radio Maintenance Supervisor
Darwin Salo
(218) 742-1084
(218) 404-0462 Cellular

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

Site Entry Notification

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

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

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

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

STATE OF MINNESOTA
COMMUNICATIONS FACILITY
USE AGREEMENT

Agreement #99464
Moose Lake Tower

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

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

WHEREAS, the State of Minnesota owns and the Commissioner of Transportation has custodial responsibility for a communications tower, shelter, and land on which the tower is located, herein referred to respectively as the "Communications Facility," located on Tower Rd. 2.25 miles west of the City of Moose Lake, which is more fully described in Exhibit A, attached hereto, and

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

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

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

1. COMMUNICATIONS FACILITY

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

2. TERM

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

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

3. USE

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

4. ELECTRICAL SERVICES FEE

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

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

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

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

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

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

5. TERMINATION

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

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

6. DUTIES OF MN/DOT

- 6.1 Mn/DOT shall provide for the general maintenance of Mn/DOT'S Property, and Communications Facility, including obstruction lights, if any, inspections and any other measures necessary to maintain the safety and utility of Mn/DOT'S Property. Mn/DOT agrees to maintain Mn/DOT'S Property in strict accordance with all local, state and federal rules and regulations. This shall include, but not be limited to, weed control, tower lights, tower lighting alarm system, lighting monitoring and any other FCC or FAA mandated codes.
- 6.2 Mn/DOT shall, upon execution of this Agreement, provide DOC with the name, address and telephone numbers of Mn/DOT'S Authorized Agent, who shall be DOC'S day-to-day contact person for resolution of equipment issues and other technical issues that may arise during the term of the Agreement. This information is also provided in **Exhibit C** attached hereto.
- 6.3 Mn/DOT hereby grants to DOC non-exclusive right of access to the Communications Facility as necessary to install and maintain DOC'S equipment.
- 6.4 Mn/DOT shall provide DOC with a method of access to the Communications Facility as described in **Exhibit C**, attached hereto.
- 6.5 Mn/DOT shall furnish and provide electrical services, including emergency back-up power to DOC for its use.
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- 6.7 Mn/DOT shall approve all electrical and telephone wiring routes inside Mn/DOT'S shelter prior to installation by DOC or DOC'S contractors, which approval shall not be unreasonably withheld.
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7. DUTIES OF DOC

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

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

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

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

10. **PERSONAL PROPERTY** Any fixtures or equipment attached to, or installed in any part of the Communications Facility by DOC shall remain the personal property of DOC with right of replacement or removal at all reasonable times during the term of this Use Agreement, or any extension thereof.
11. **DESTRUCTION OF THE COMMUNICATIONS FACILITY** If the Communications Facility is destroyed or damaged by fire, tornado, flood, civil disorder or any other cause so that the Communications Facility are rendered unusable, the electrical fee shall be abated from the date of such damage, and if MN/DOT fails to restore the Communications Facility to a safe, operational condition within thirty (30) days, this Cooperative Agreement shall be deemed terminated, thus releasing both parties of all obligations hereunder.
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Roseville, Minnesota 55113
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DOC:

Minnesota Department of Corrections
Attn: Victor Wanchena
1450 Energy Park Drive, Suite 200
St. Paul, MN 55108
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- 13. MODIFICATIONS/AMENDMENTS** Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the DOC and Mn/DOT. This Agreement shall supersede all other oral and written agreements prior to execution of this document. IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.
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LIST OF EXHIBITS

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

DOC:

MINNESOTA DEPARTMENT OF CORRECTIONS

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

By David R Crist

Print Name: David R Crist

Title: Dep. Comm
(Print or type)

Date: 8/26/11

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

By _____

Print Name: _____

Title: _____
(Print or type)

Date: _____

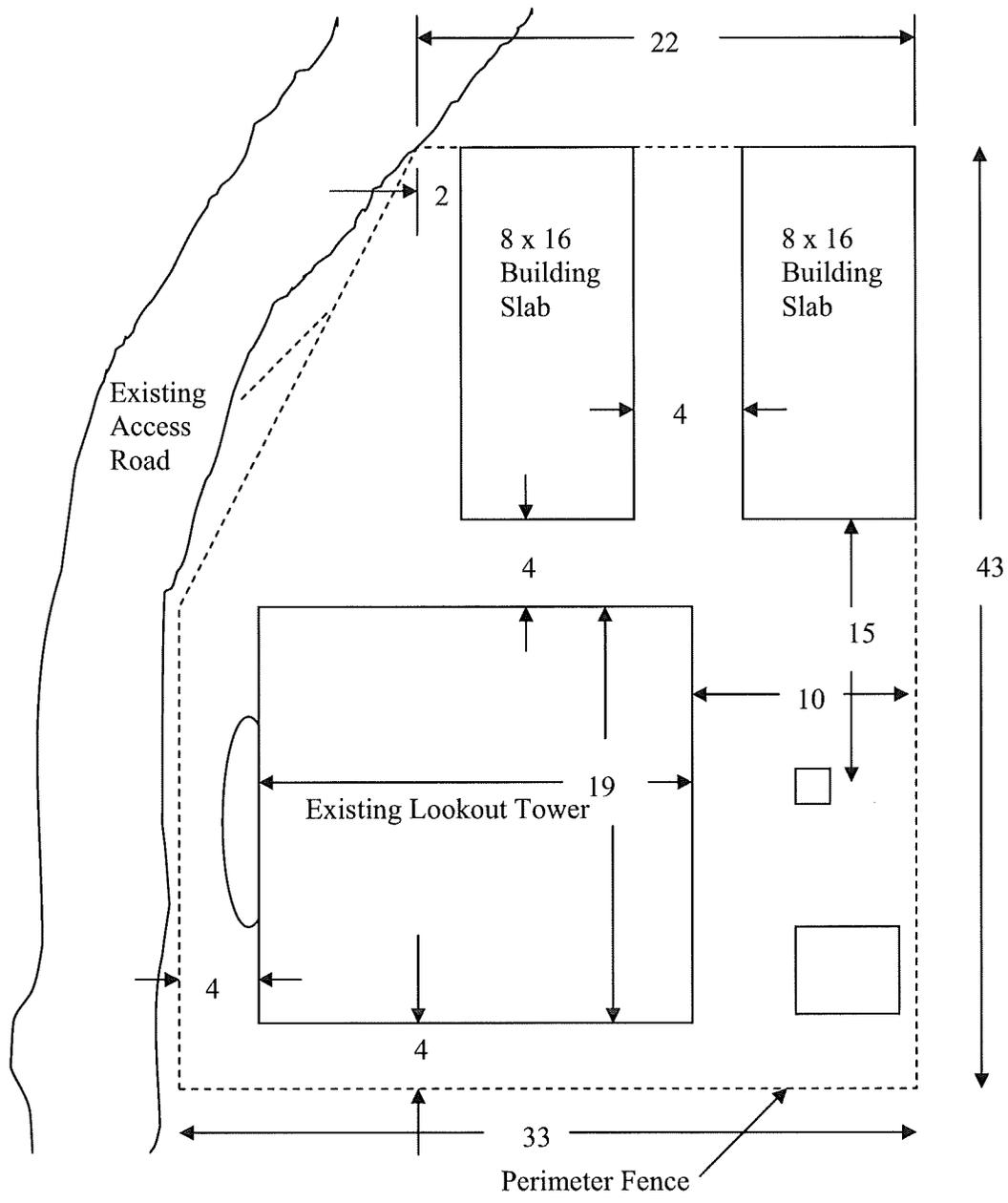
Mn/DOT:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF ELECTRONIC COMMUNICATIONS

By Mukhtar Thakur
Mukhtar Thakur

Title: Director

Date: Aug 19, 2011

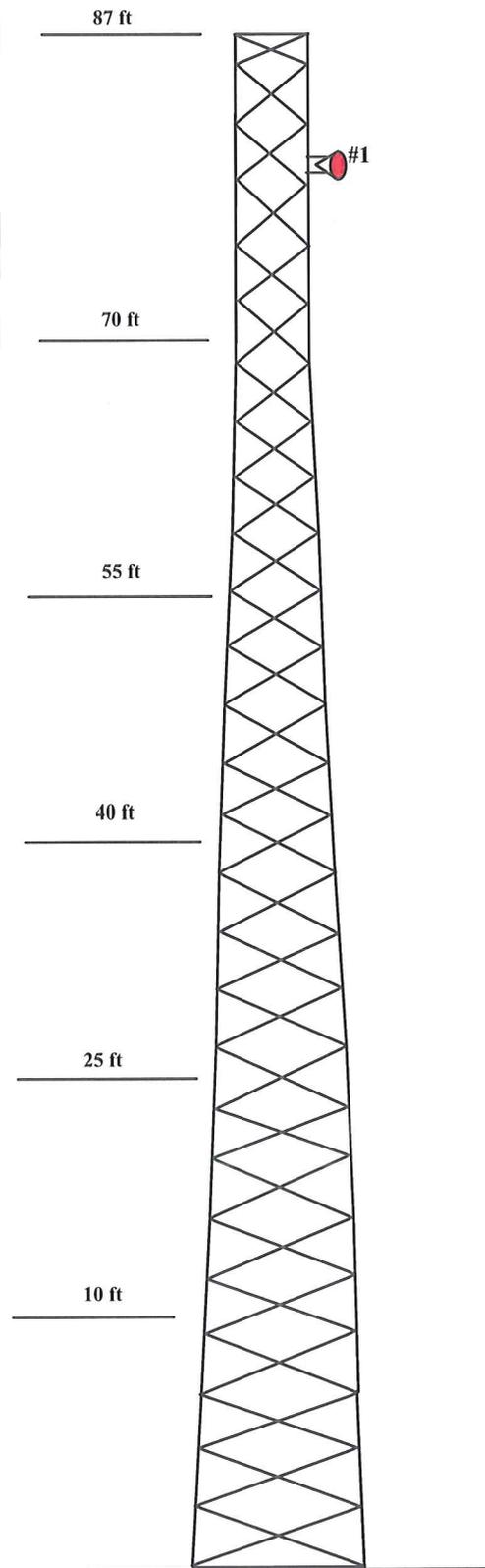
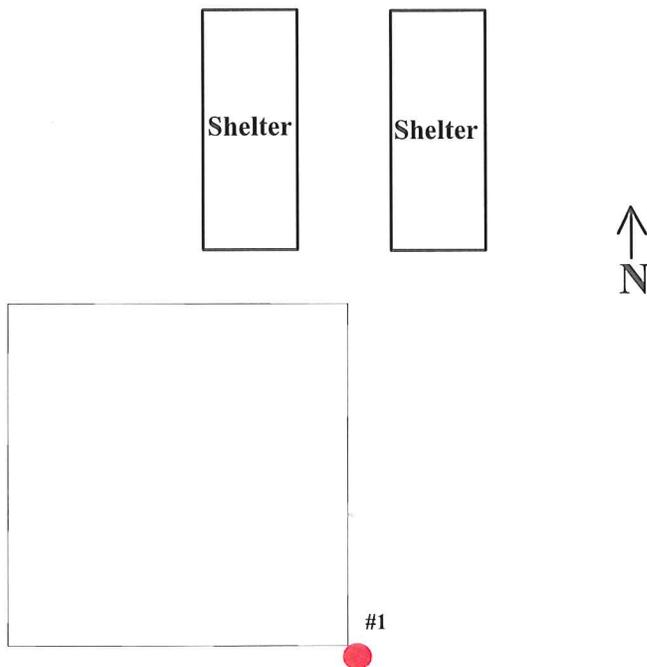


Moose Lake Lookout Tower Site

EXHIBIT A

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EQUIPMENT IN SHELTER - DOC				
Equip.	Description			
Motorola	PTP49600 Microwave			
FREQUENCY INFORMATION				
Transmit = 4.9 Ghz	Receive = 4.9 Ghz			

Tower Orientation



Tower Elevation

Scale = None

Moose Lake Tower

Minnesota Department of Transportation

August 10, 2011
 Agreement #99464
 MN Department of Corrections

Exhibit B1

Installation Instructions

RACK SPACE:

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

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

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

Grounding

AGENCY or its contractor installation work shall be R56 compliant.

Entrance Panel

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

Coax Management

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

RMS
Radio Maintenance Supervisor
Darwin Salo
(218) 742-1084
(218) 404-0462 Cellular

“Site Access”

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

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Radio Maintenance Supervisor
Darwin Salo
(218) 742-1084
(218) 404-0462 Cellular

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

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

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

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

Recitals

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

Agreement

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

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

2. **LEASED SPACE.**

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

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

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

3. RENT

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

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

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

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

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

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

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

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

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

4. TERMINATION

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

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

5. DUTIES OF MnDOT

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

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

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

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

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

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

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

8. MAINTENANCE AND REPAIRS

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

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

9. OTHER CONDITIONS

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

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

10. **BUILDING ACCESS AND SERVICES**

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

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

11. **AUTHORIZED REPRESENTATIVES**

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

11.2 *MnDOT's Authorized Representative* is

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

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

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

12. **LIABILITY**

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

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

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

Lease # 11707-A
MnDOT Contract # 1000897

DPS-DVS

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

COMMISSIONER OF TRANSPORTATION

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

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

STATE ENCUMBRANCE VERIFICATION

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

Minnesota Department of Transportation
Contract Management

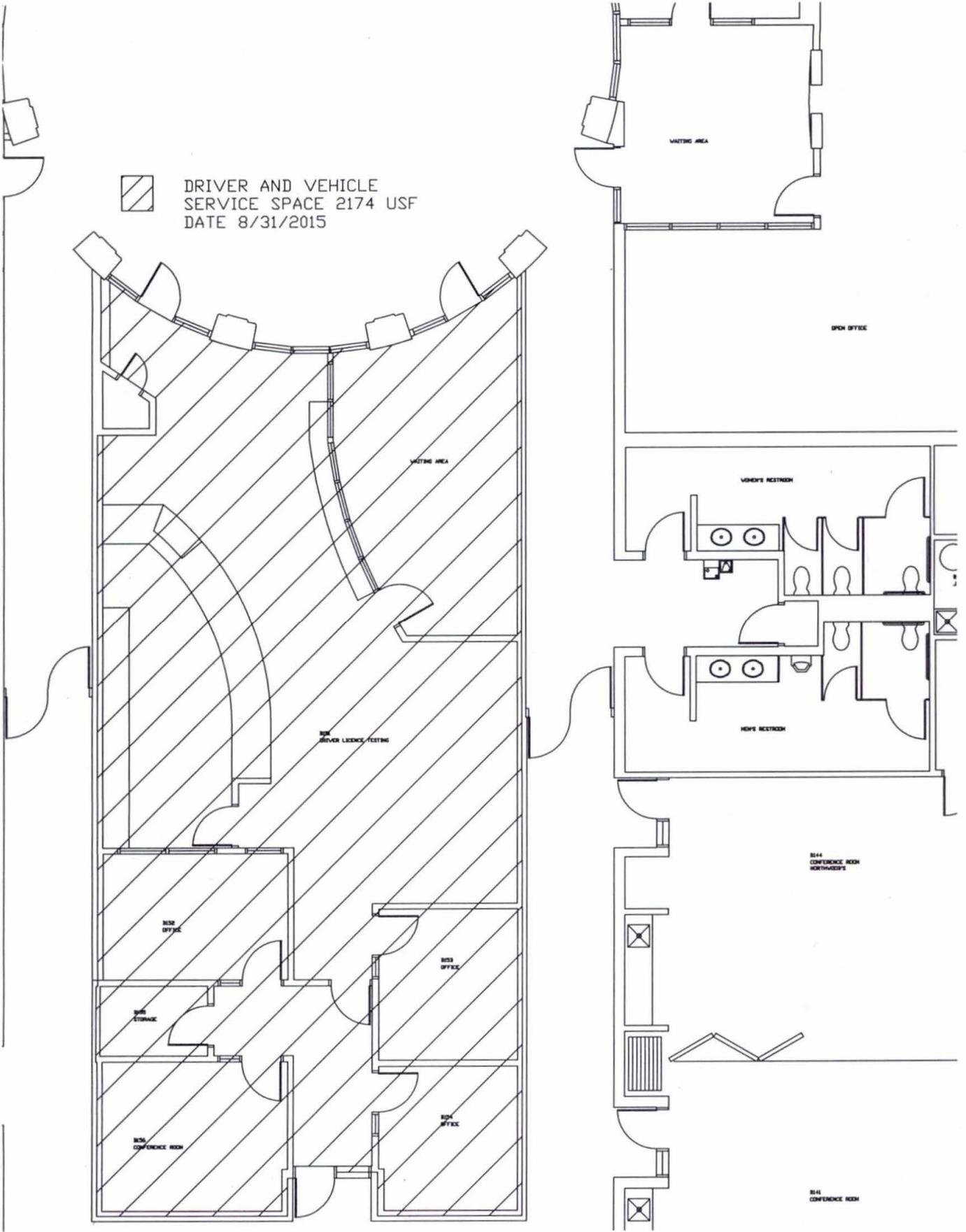
By: Jane Johnson
Date: 9-29-15
SWIFT Contract # 101079

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

SWIFT Purchase Order # 3000036840

10

 DRIVER AND VEHICLE
SERVICE SPACE 2174 USF
DATE 8/31/2015



AMENDMENT # 01 TO MnDOT PARTNERSHIP CONTRACT #: 1000897.

Contract Start Date:	10/20/2015	Original Contract Amount:	\$124,154.85
Orig. Contract Exp. Date:	09/30/2020	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	09/30/2025	Current Amendment Amount:	\$137,475.10
		Current Contract Total:	\$261,629.95

Project Identification: LEASED SPACE IN THE MnDOT MANKATO HEADQUARTERS FACILITY

This Amendment is by and between Department of Transportation ("MnDOT") and the Department of Public Safety - Driver and Vehicle Services ("DPS-DVS").

Recitals

1. MnDOT has a contract with DPS-DVS identified as MnDOT Contract No. 1000897 ("Original Contract") to provide leased space in the MnDOT Mankato Headquarters Facility to DPS-DVS.
2. MnDOT and DPS-DVS wish to extend the lease for an additional five years.
3. MnDOT and the DPS-DVS are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. Article 1. "Term of Contract, Exhibits" is deleted and replaced in its entirety as follows:

- 1.1 Effective date. This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2 Expiration date. This Agreement will expire on June 30, 2025, unless terminated earlier pursuant to Article 4.
- 1.3 Term of Lease: The term of the Lease under this Agreement will be from the July 1, 2015 through June 30, 2025.
- 1.4 Exhibits. Exhibits A1 & B are attached and incorporated into this agreement.

REVISION 2. Article 3 **RENT**, is deleted and replaced in their entirety as follows:

- 3.1 As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$261,629.95 for the term of the Lease, as detailed in Exhibits B1 and the Table Estimated Cost of Partnership Lease is deleted in its entirety and replaced by Exhibit B1.
- 3.2 Rent Adjustment Effective October 1, 2015 and each October thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (2,174 sf) for each fiscal year (July- June). MnDOT shall give DPS-DYS written notice on or before August 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DYS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DYS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.3 DPS-DYS agrees to pay MnDOT the monthly rent set forth above on or before the first of each month starting with October 2015.
Office of Financial Management, Payable
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 2 15
St Paul MN 55 155-1899
- 3.4 All original invoicing by MnDOT to DPS-DYS will be done in SWIFT.

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

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

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

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

DPS-DVS

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DPS-DVS ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Exhibit B1
 Estimated Cost of DPS-DVS
 Use of Space in
 Mankato Headquarters Building

MnDOT Contract No.:1000897A01
 Lease #:11707-AA01

Description	Amount
FY 20 Estimated Operating Expense (EOE)	\$ 1,093,553.98
Capital Expenditures (CE)	\$0.00
Depreciation (D)	\$ 711,913.05
Subtotal (EOE+CE+D)	\$ 1,805,467.03
Admin+10%	\$ 180,546.70
Total Estimated Costs (Subtotal+Admin)	\$ 1,986,013.73
Total Square Footage of Building	161,814 Mezzanines not included.
Cost per square foot	\$ 12.27
DPS-DVS square feet used	2,174
FY 20 DPS-DVS Estimated Yearly Rental	\$ 26,682.45
	Estimated
	Increase
	Per Year
	Cost
	Per Year
	Monthly
	Rental
Period	
FY 2021 07/01/2020 to 06/30/2021	\$ 26,682.45 \$ 2,223.54
FY 2022 07/01/2021 to 06/30/2022	1.5% \$ 27,082.69 \$ 2,256.89
FY 2023 07/01/2022 to 06/30/2023	1.5% \$ 27,488.93 \$ 2,290.74
FY 2024 07/01/2023 to 06/30/2024	1.5% \$ 27,901.26 \$ 2,325.11
FY 2025 07/01/2024 to 06/30/2025	1.5% \$ 28,319.78 \$ 2,359.98
Total Cost of Amendment	\$ 137,475.10
Original Contract Cost	\$ 124,154.85
Total Cost of Contract	\$ 261,629.95

LEASE NO. **807**
FISCAL YEAR: 12-13

DEPARTMENTAL LEASE

LESSOR: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as LESSEE) Transportation	
BUILDING NAME/ADDRESS Transportation Building, 395 John Ireland Boulevard	DIVISION/SECTION NAME

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand five hundred fifty (255,550) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,980	Office
Ground	2,376	Shared
First	44,296	Office
Second	22,821	Office
Third	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,127	Office
TOTAL	255,550	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2011 and continuing through June 30, 2013.
3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

FY: 12	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/11- 6/30/12	Basement	25,668		\$15.85		\$33,903.15	\$101,709.45	\$406,837.80
	Basement		2,238		\$6.50	\$1,212.25	\$3,636.75	\$14,547.00
	Ground	22,356		\$15.85		\$29,528.55	\$88,585.65	\$354,342.60
	First	44,296		\$15.85		\$58,507.63	\$175,522.89	\$702,091.56
	Second	22,821		\$15.85		\$30,142.74	\$90,428.22	\$361,712.88
	Third	22,866		\$15.85		\$30,202.18	\$90,606.54	\$362,426.16
	Fourth	22,711		\$15.85		\$29,997.45	\$89,992.35	\$359,969.40
	Fifth	22,936		\$15.85		\$30,294.63	\$90,883.89	\$363,535.56
	Sixth	23,278		\$15.85		\$30,746.36	\$92,239.08	\$368,956.32
	Seventh	23,253		\$15.85		\$30,713.34	\$92,140.02	\$368,560.08
	Eighth	23,127		\$15.85		\$30,546.91	\$91,640.73	\$366,562.92
TOTAL		253,312	2,238			\$335,795.19	\$1,007,385.57	\$4,029,542.28

FY: 13	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/12 - 6/30/13	Basement	25,668		\$16.35		\$34,972.65	\$104,917.95	\$419,671.80
	Basement		2,238		\$6.50	\$1,212.25	\$3,636.75	\$14,547.00
	Ground	22,356		\$16.35		\$30,460.05	\$91,380.15	\$365,520.60
	First	44,296		\$16.35		\$60,353.30	\$181,059.90	\$724,239.60
	Second	22,821		\$16.35		\$31,093.61	\$93,280.83	\$373,123.32
	Third	22,866		\$16.35		\$31,154.93	\$93,464.79	\$373,859.16
	Fourth	22,711		\$16.35		\$30,943.74	\$92,831.22	\$371,324.88
	Fifth	22,936		\$16.35		\$31,250.30	\$93,750.90	\$375,003.60
	Sixth	23,278		\$16.35		\$31,716.28	\$95,148.84	\$380,595.36
	Seventh	23,253		\$16.35		\$31,682.21	\$95,046.63	\$380,186.52
	Eighth	23,127		\$16.35		\$31,510.54	\$94,531.62	\$378,126.48
TOTAL		253,312	2,238			\$346,349.86	\$1,039,049.58	\$4,156,198.32

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

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

LESSOR:
 STATE OF MINNESOTA
 DEPARTMENT OF ADMINISTRATION
 COMMISSIONER

By Susan T. Estes
 REAL ESTATE AND CONSTRUCTION SERVICES

Date JUN 30 2011

LESSEE:
 TRANSPORTATION

By Edwin Clarke
 Title Director, Bus Support Services

Date 6-27-11

APPROVED:
 STATE OF MINNESOTA
 DEPARTMENT OF ADMINISTRATION
 PLANT MANAGEMENT DIVISION

By Karen Sweeney
 Title Bus Operations Mgr

Date 6-6-11

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

By Jh Kell
 Date 6-28-2011

CFMS Contract No. None will be
encumbered since FY12 budget
is in



State of Minnesota

Department of Administration
Real Estate and Construction Services

Transportation Building
310105

MnDOT Contract #: 1001209 807 FY 12-13

Notes / Remarks
EX12-FY13 Lease Renewal
5/1/2011

Basement
G0231010962-LL

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

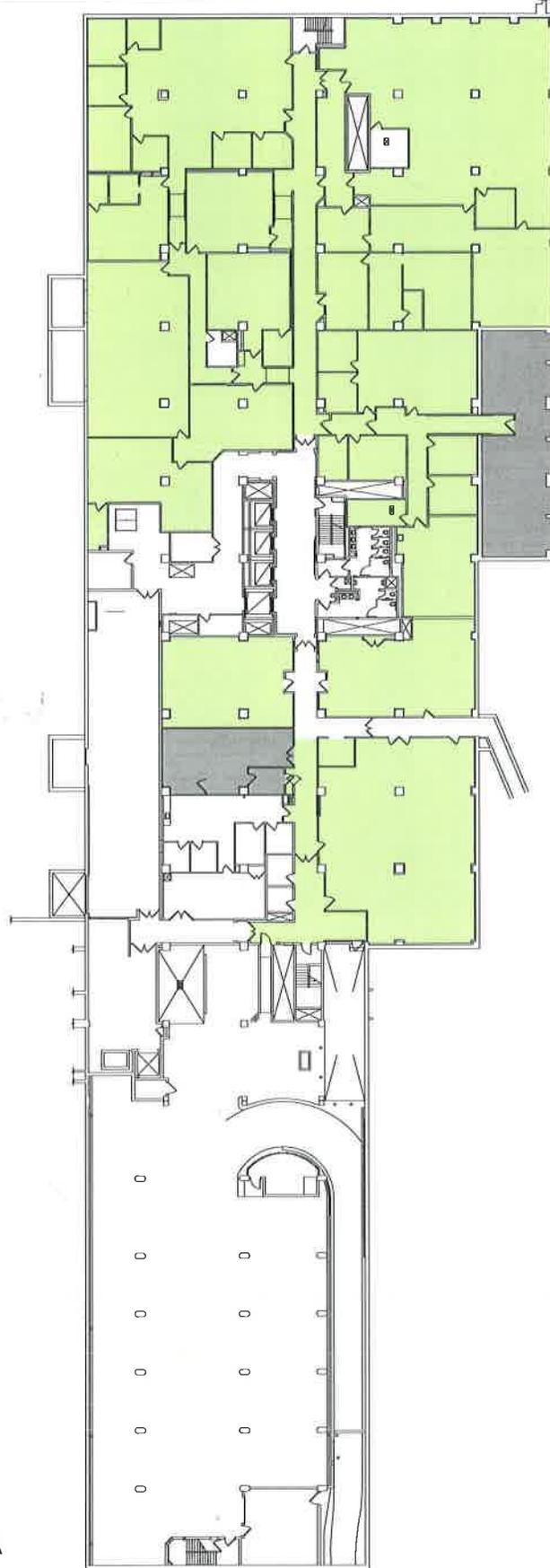


EXHIBIT A

Department - Division
Department of Transportation
25,668 Sq. Ft. Office
2,238 Sq. Ft. Storage





State of Minnesota

Department of Administration
Real Estate and Construction Services

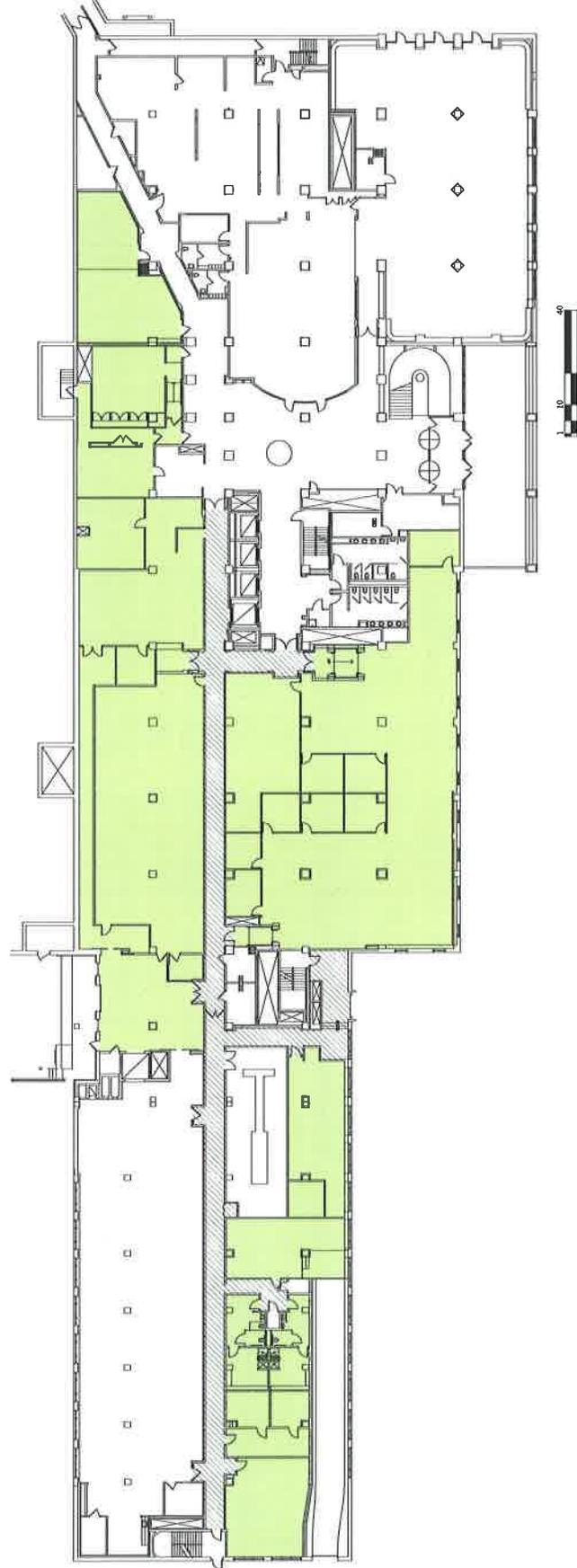
Transportation Building
310105

MnDOT Contract #: 1001209 807 FY 12-13

Notes / Remarks
EX-18-FY13 Lease Renewal
5/1/2011

Ground Floor
G0231010562-GR

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



- Department - Division
- Department of Transportation
- 19,980 Sq. Ft. Office
- 2,376 Sq. Ft. Prorated Portion of Shared Space

EXHIBIT A



State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

MnDOT Contract #: 1001209 807 FY 12-13

Notes / Remarks
EXHIBIT A Leasing Renovation
5/17/2011

First Floor
60231010562-01

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

4 of 13

EXHIBIT A



Department - Division
Department of Transportation
44,296 Sq. Ft. Office





State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

MnDOT Contract #: 1001209 807 FY 12-13

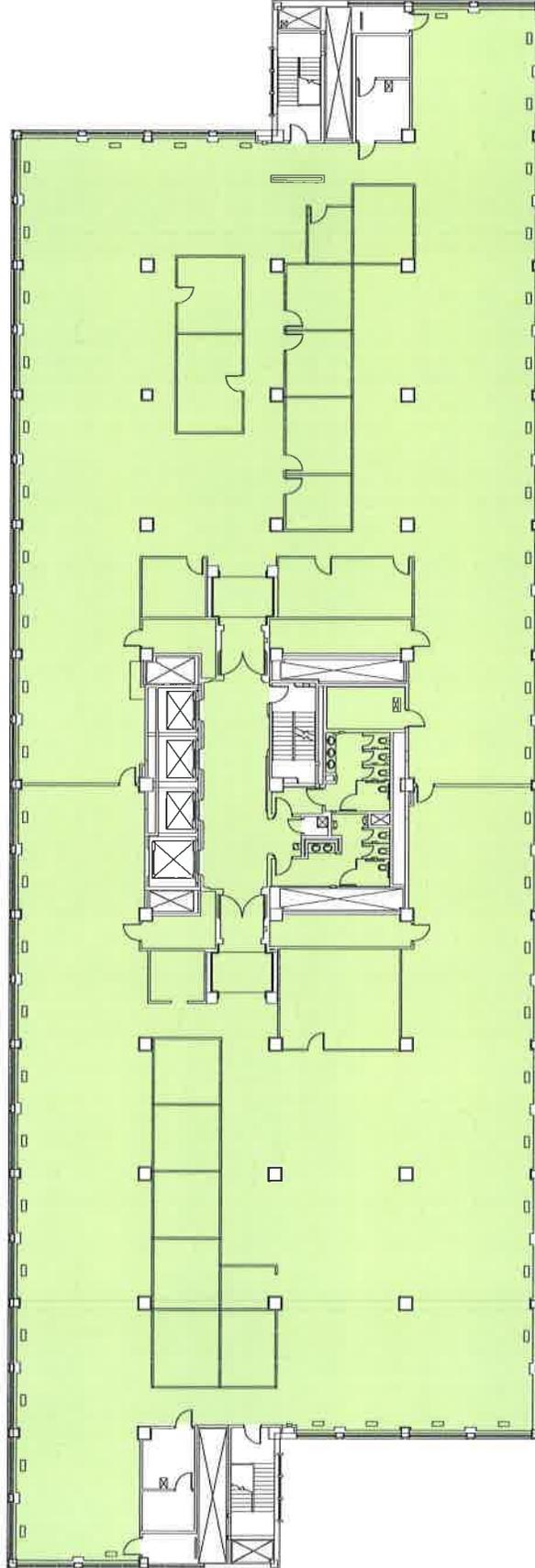
Notes / Remarks
EXT.FY13 Lease Renewal
5/1/2011

Second Floor
G0231010562-02

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

5 of 13

EXHIBIT A



Department - Division
Department of Transportation
22,821 Sq. Ft. Office





State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Transportation Building
 310105

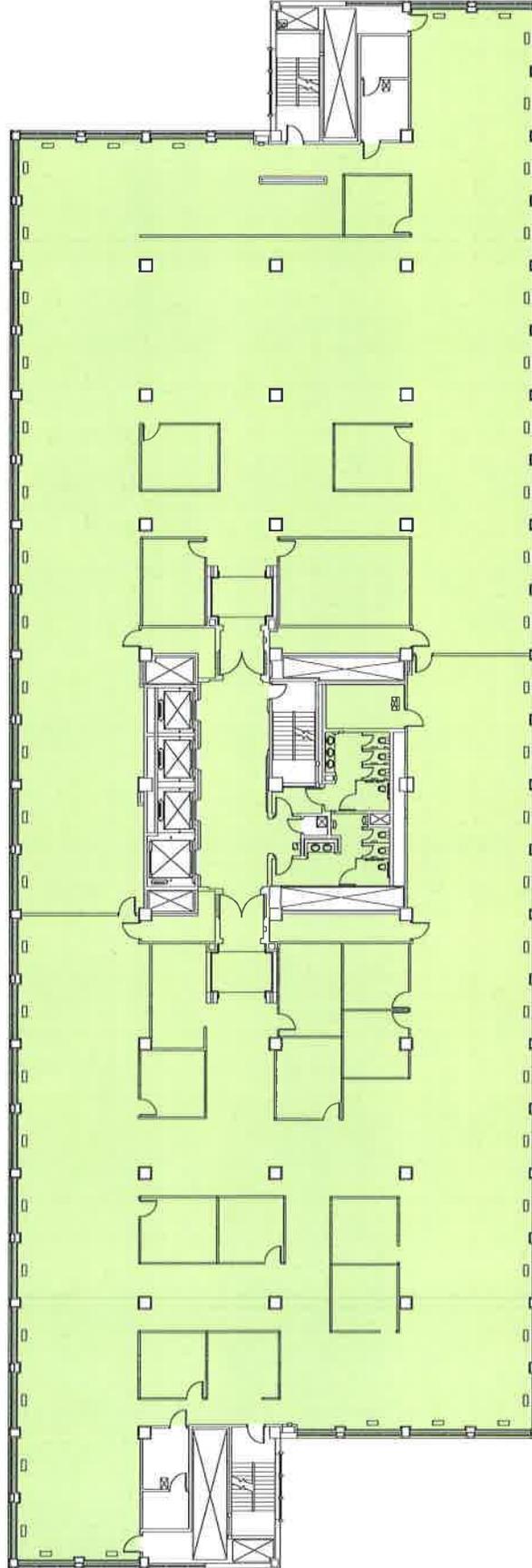
MnDOT Contract #: 1001209 807 FY 12-13

Notes / Remarks
 EXL2-EV11 Lease Renewal
 4/17/2011

Third Floor
 G0231010562-03

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

EXHIBIT A



Department - Division
 Department of Transportation
 22,866 Sq. Ft. Office





State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

MnDOT Contract #: 1001209 807 FY 12-13

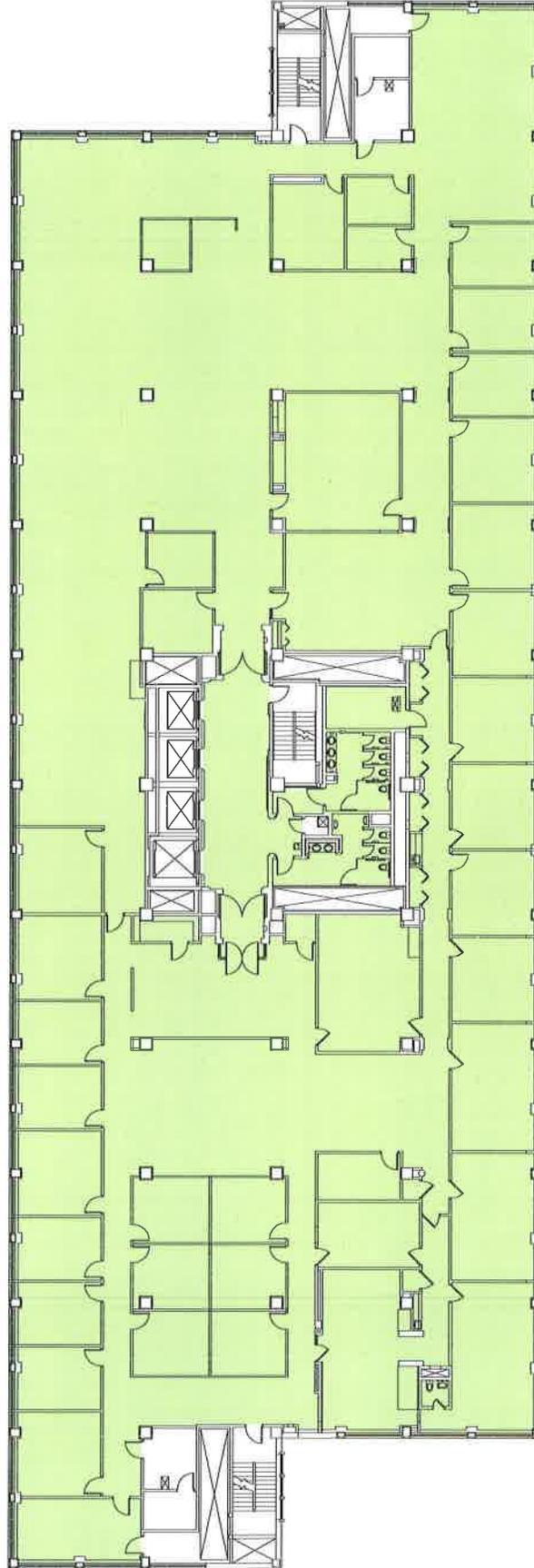
Notes / Remarks
EXL2-EXL11 Lease Renewal
5/17/2011

Fourth Floor
G0231010562-04

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

7 of 13

EXHIBIT A



Department - Division
Department of Transportation
22,711 Sq. Ft. Office





State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

MnDOT Contract #: 1001209 807 FY 12-13

Notes / Remarks
EX 12-FY 13 Lease Renewal
5/1/2011

Fifth Floor
G0231010562-05

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

8 of 13

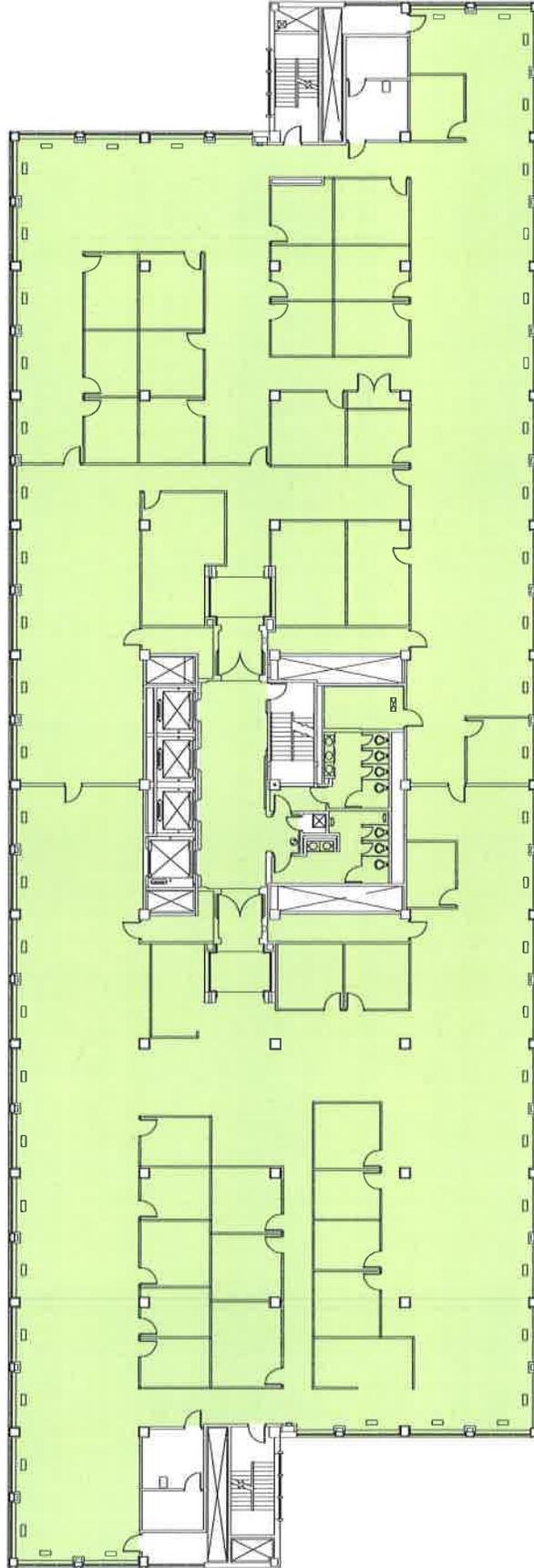


EXHIBIT A

Department - Division
Department of Transportation
22,936 Sq. Ft. Office





State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

MnDOT Contract # 1001209 807 FY 12-13

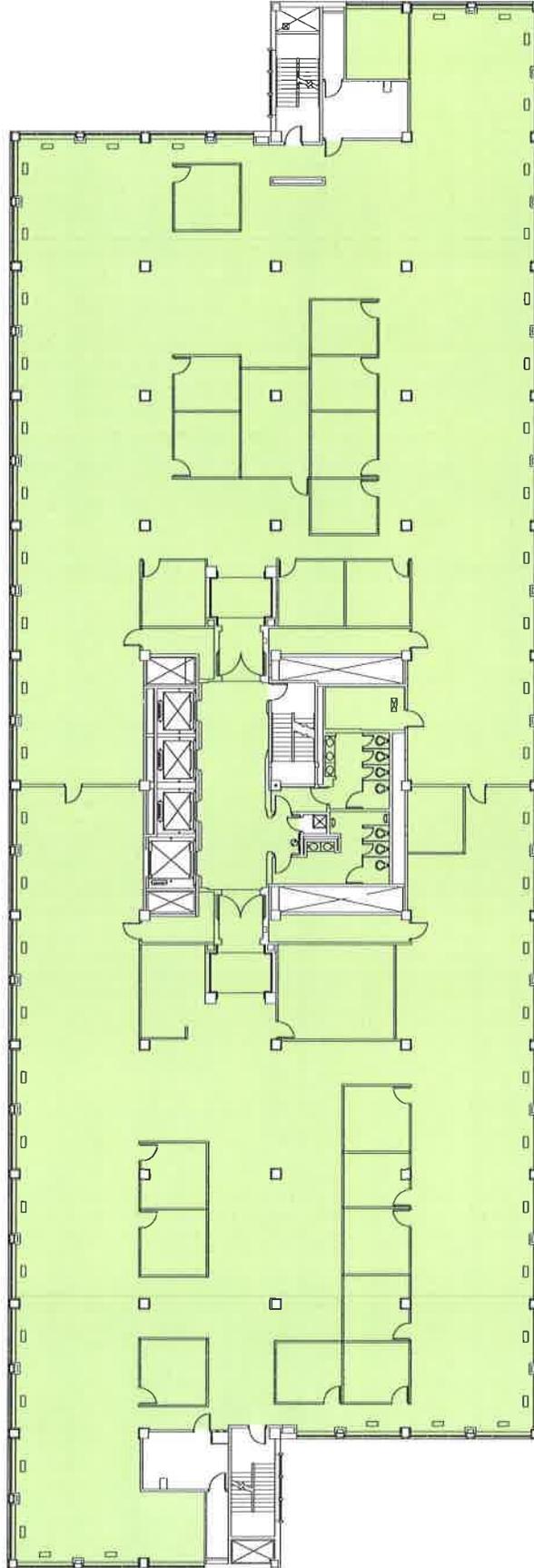
Notes / Remarks
EX 12, FY 13 Lease Renewal
5/17/2011

Sixth Floor
60231010562-06

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

9 of 13

EXHIBIT A



Department - Division
Department of Transportation
23,278 Sq. Ft. Office





State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

MnDOT Contract #: 1001209 807 FY 12-13

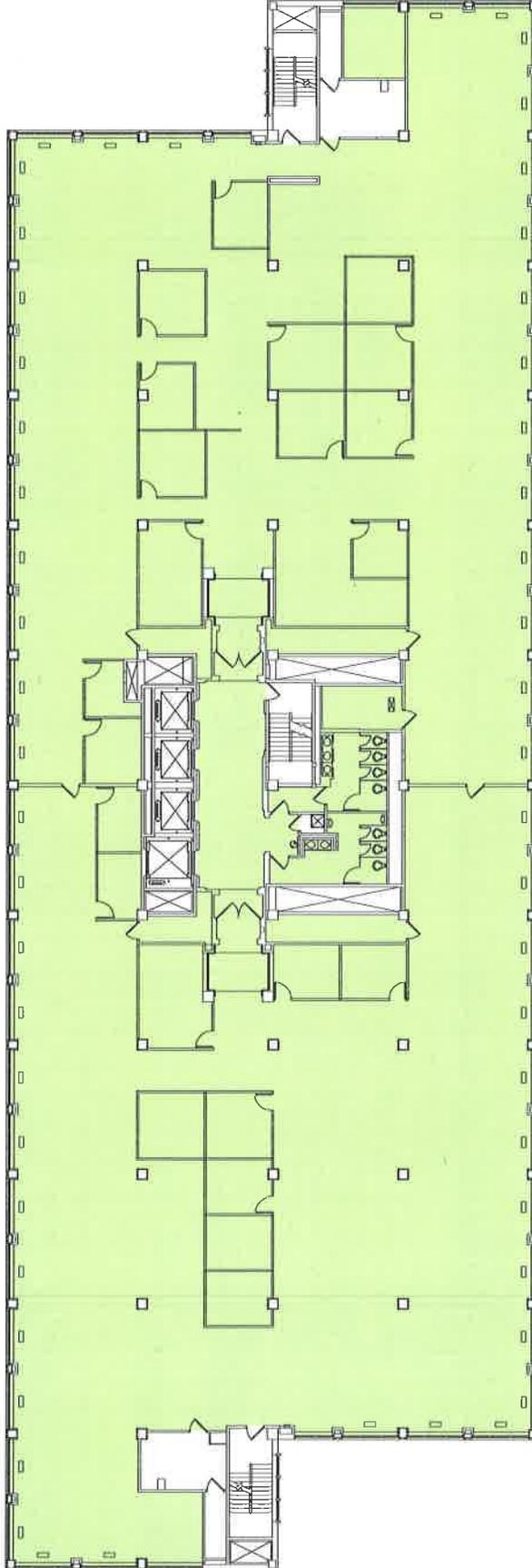
Notes / Remarks
EX12-FY13 Lease Renewal
5/1/2011

Seventh Floor
G0231010562-07

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

10 of 13

EXHIBIT A



Department - Division
Department of Transportation
23,253 Sq. Ft. Office





State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

MnDOT Contract # 1001209 807 FY 12-13

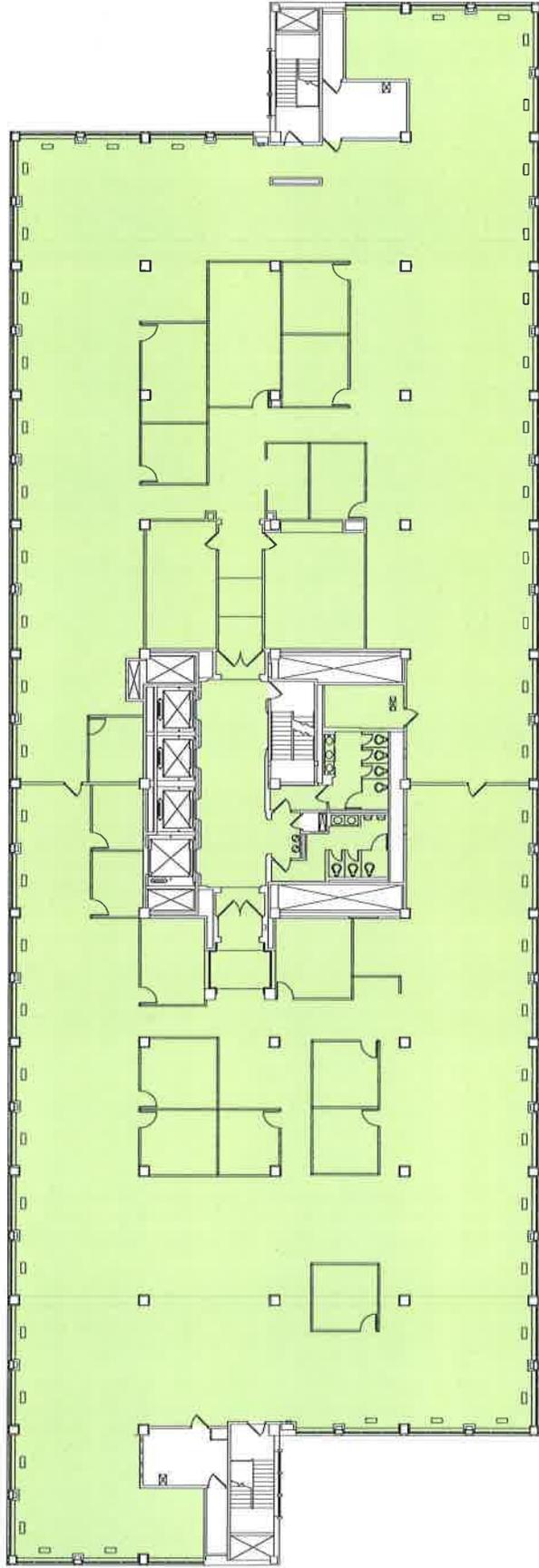
Notes / Remarks
EXHIBIT A Lease Renewal
5/17/2011

Eighth Floor
G0231010562-08

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

11 of 13

EXHIBIT A



Department - Division
Department of Transportation
23,127 Sq. Ft. Office



I. DUTIES OF LESSOR

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

1. **BUILDING MANAGEMENT SERVICES** LESSOR shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental issues, Indoor Environmental Quality (IEQ) issues, recycling, reuse and sustainability issues and integrated pest management issues related to the Leased Premises or building. The Building Manager shall be the contact person for all building-related work and concerns. Contact 651.201.2300 or check website: www.admin.state.mn.us/pmd for more information.
 - a. **Construction, Remodeling and Renovation Work**
 - (i) LESSOR shall inform LESSEE in writing, of construction, remodeling or renovation work being initiated or coordinated by LESSOR in the Leased Premises or building.
 - (ii) LESSOR shall communicate and coordinate LESSEE initiated work with the Department of Administration's Division of Real Estate and Construction Services (RECS) and other building tenants.
 - b. **Carpet Replacement** LESSOR shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Unsafe carpet will be repaired or replaced at discretion of LESSOR. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed will be determined by LESSOR. Selection by LESSEE shall be made from LESSOR sample selections. If LESSEE desires any carpet and LESSOR does not have funding available, LESSOR will contract, install and invoice LESSEE. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity.
 - c. **Interior Decoration** LESSOR shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of seven (7) years under normal use. LESSOR financial obligation not to exceed contract amount. Selection shall be made by LESSEE from LESSOR sample selections. If LESSEE desires a different type of wall treatment or a different quality of paint, LESSOR will contract and invoice LESSEE. LESSOR shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity.
 - d. **Window Treatments** LESSOR shall repair or replace exterior, perimeter window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and/or other building priorities. Window treatments are expected to have a minimum useful life of fifteen (15) years. The determination is to be made at the discretion of LESSOR. Exterior window treatments will be selected from the State Contract. If LESSEE chooses to select a different exterior window treatment that is not under State Contract, LESSEE shall pay the portion above the State Contract rate. If LESSEE desires a different type of window treatment, LESSOR will contract and invoice the LESSEE. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of LESSEE and any related costs shall be borne by LESSEE.
 - e. **Ceiling Tiles** LESSOR shall replace damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of LESSOR.
 - f. **Rental Space** To make rental space suitable for offices, LESSOR shall perform interior decorating according to the schedules outlined above. LESSOR shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LESSOR. LESSOR shall not fund accommodations or changes to rental space in order to meet specialized needs of LESSEE.

The above terms and conditions in items a-f apply only when funding has not been appropriated for this purpose.

- g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LESSOR shall provide engineering, preventative maintenance, maintenance, repair and replacement services on mechanical/operating systems and equipment within the building that are LESSOR-owned and under LESSOR'S custodial control.
- h. **Grounds Maintenance Services** LESSOR shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe access and egress. This shall include the following:
 - (i) Snow and ice removal (to meet local jurisdiction requirements).
 - (ii) Exterior maintenance of turf, shrubs, trees and plants.
 - (iii) Cleaning and removal of debris.

- i. **Integrated Pest Management Services** LESSOR shall provide an integrated pest management program for control of rodents and bugs within the building.
- j. **Keys** All keys for space in state-owned buildings under the custodial control of LESSOR must be provided by LESSOR. LESSOR shall allot a maximum of two (2) keys for each door within the Leased Premises. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement.
- k. **Security Services** In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain the call boxes and those located in the tunnel system between facilities.
- l. **Signage** LESSOR shall provide for directory signage located in the public spaces. The quantity and location of directory signage shall be at LESSOR'S discretion.
- m. **Communication**
 - (i) LESSOR'S Building Manager or designee shall coordinate with LESSEE'S key contact person on any work scheduled in a building which could affect building operations.
 - (ii) LESSOR shall provide notice of these events and LESSEE shall provide communication to tenants. Reasonable coordination efforts shall be made by LESSOR with LESSEE'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. **Insurance** LESSOR insures the building structure only, the contents within are the responsibility of the LESSEE.
- o. **Fire Alarms and Suppression Systems** LESSOR shall provide preventive maintenance, repair and replacement and annual testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements within the buildings that are LESSOR owned.
- p. **Use of Space** LESSOR shall lock and secure all LESSOR'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms.

2. UTILITY SERVICES

- a. **Heating** LESSOR shall provide the Leased Premises with heating facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LESSOR may provide LESSEE with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:
 - (i) From October 1 through April 30, minimum temperatures shall be maintained
 - (a) Between 68° F to 70° F for all occupied areas.
 - (b) Between 65° F to 67° F for all lobbies, corridors and restrooms.
 - (c) Between 60° F to 62° F for all building entrances and storage areas.
 - (d) Temperature settings for all of the above referenced spaces will be lowered to between 60° F and 62° F during non-working hours.
 - (e) At a maximum of 55° F for all unoccupied and all vacated spaces.
 - (ii) LESSOR shall establish the area operating temperatures as follows:
 - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
 - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday.
 - (c) All State observed holidays.
 - (iii) Unless established to the contrary through Interagency agreement, heating systems are set to operate as defined above. Building heating systems are not intended to be used for heating areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional heating beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR based on hot water and electric usage for the extended hours of operation.
- b. **Cooling** LESSOR shall provide the Leased Premises with cooling facilities for occupied areas of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices, such as the opening or closing of window treatments, doors and vents within the Leased Premises. LESSOR may provide LESSEE with instructions defining said optimal use. For purposes hereof, the committed ranges of temperature are as follows:
 - (i) From May 1 through September 30, maximum temperatures shall be maintained
 - (a) Between 76° F to 78° F for all occupied areas excluding reheat systems.
 - (b) Temperature settings for all of the above referenced spaces will be increased to 85° F during non-working hours.

- (c) Computer rooms and research facility temperatures will be maintained in accordance with the operating requirements of the equipment/research procedures.
- (ii) LESSOR shall establish the area operating temperatures as follows:
 - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
 - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday.
 - (c) All State observed holidays.
- (iii) Unless established to the contrary through interagency agreement, cooling systems are set to operate as defined above. Building cooling systems are not intended to be used for cooling areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional air conditioning operation beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR based on chilled water and electrical usage for the extended hours of operation.
- c. **Water/Sewage** LESSOR shall provide the Leased Premises with adequate water and sewage facilities of a design capacity sufficient to serve the Leased Premises.
- d. **Ventilation** LESSOR shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and air Conditioning Engineers, Inc.) Standard 62-1999. All supply air shall be filtered in accordance with ASHRAE Standard 52.1-1992 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LESSOR as required by the application and the needs of the system. Unless established to the contrary through interagency agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.
- e. **Electrical**
 - (i) LESSOR shall provide the Leased Premises with electrical facilities of a design capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LESSOR. LESSEE-owned equipment, purchased and installed by LESSEE, or purchased and installed on behalf of LESSEE through a major construction or renovation project and/or LESSEE'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of LESSEE at LESSEE'S cost. All LESSEE equipment installation to be approved in accordance with the provisions of this lease with LESSOR to ensure proper installation and power equipment. LESSEE shall be billed by LESSOR on a fee-for-service basis based on actual electrical usage for the extended hours of operation or specialized use.
 - (ii) LESSOR shall provide electric power for LESSEE. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LESSOR cannot guarantee continuous availability. If LESSEE has a need for continuous, uninterruptible, or specific power quality needs, it shall be LESSEE'S responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved by LESSOR.
 - (iii) The LESSOR is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the LESSEE, the LESSOR will schedule work during "off hours", nights and weekends in an effort to minimize disruption to LESSEE activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LESSOR reserves the right to interrupt electrical services as required during normal business hours.
 - (iv) For non-scheduled power outages, every effort shall be made by LESSOR to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

3. RECYCLING, REUSE AND SUSTAINABILITY

- a. Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6 (d), LESSOR shall provide space for recyclable materials.
- b. LESSOR shall, at its expense, provide general recycling services including transporting recycling barrels provided by LESSEE from the Leased Premises to a holding area, as mutually agreed to by the parties. If shipping containers are provided by LESSEE, empty the recycling barrels into the shipping containers and return said recycling barrels to the Leased Premises.
- c. LESSEE is responsible for all confidential recycling.

4. **JANITORIAL SERVICES** The following janitorial services shall be provided to LESSEE by LESSOR'S Building Services Staff:

a. **Office Cleaning**

Daily: Empty trash receptacles; replace liners, as necessary.
Vacuum carpeted main traffic aisles, moving furniture, as necessary.
Return furniture to original position.
Pick up litter in remainder of other carpeted areas.
Spot clean carpeting.
Spot clean partitions/door glass.

Weekly: Vacuum carpeted areas.
Dust mop hard surface main traffic aisles.
Dust exposed areas on desks/credenzas/work surfaces.
Dust mop hard surface areas.
Wet mop hard surface areas.
Detail dust accessible furniture.
Dust windowsills, radiators, etc. (below 6 feet).

Monthly: Spot clean walls and doors.

Semi-Annual: Clean door frames.
Dust accessible exterior window blinds, where applicable.
Clean ceiling vents (under 12 feet).
Clean-carpeted traffic aisles.

Annually: Clean carpet. May be extraction, tip cleaning or rotary shampooing.

As Needed: Empty recyclable materials and coordinate material pick up.

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

b. **Lobby/Entrance Cleaning**

Daily: Empty/spot clean trash receptacles.
Sweep hard surface floors.
Wet mop hard surface floors.
Clean walk off mats.
Clean door glass; spot clean adjacent glass.
Vacuum carpet.
Clean entire interior and exterior of elevators.
Sweep/vacuum/wet mop open stairways.
Clean/sanitize public pay telephones.
Check/spot clean directories.

Weekly: Detail/dust areas below 6 feet.
Spot clean plate glass windows.
Clean and polish stairway handrails.
Clean thresholds.
Check/arrange and spot clean public area furniture.
Clean kick plates and door frames.
Spot clean walls

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

c. **Hard Surface Floor Care – Common Areas**

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

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

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

d. **Hard Surface Floor Care – Work Areas**

Daily: Dust accessible areas.
Wet mop other areas.

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

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

e. Restroom Sanitation

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

Monthly: Machine scrub floors.
Sanitize waste receptacles.

Semi Annually: Deep clean cycling.

f. Miscellaneous Cleaning

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

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

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

B. The Department of Administration, **Real Estate and Construction Services (RECS)** shall be responsible for:

- 1. Allocation and inventory of state-owned space under the custodial control of the Plant Management Division.
- 2. Preparation and processing of lease documents.

II. DUTIES OF LESSEE

A. **TRANSFERABILITY** LESSEE shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

B. **DESIGNATED STAFF PERSON** LESSEE agrees to designate a key contact person who shall be responsible for coordinating with LESSOR'S Building Manager to include but not limited to building surveys, building postings, construction/renovation projects, recycling, reuse and sustainability issues, which occur within the Leased Premises, and to communicate with LESSOR on postings of work which may affect the building tenants or building operations.

C. RECYCLING, REUSE AND SUSTAINABILITY

- 1. General Recycling Services – LESSEE agrees to:
 - a. Ensure LESSEE'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with the 60% recycling goal in Minn. Stat. §115A.15. Education should be provided and barriers to recycling should be addressed.
 - b. Ensure shipments of recyclables do not contain contaminating materials.
 - c. Use recycling containers and equipment only for designated recycling purposes.
 - d. Direct recycling questions and general waste reduction and recycling needs to LESSOR'S Building Manager or designee.
 - e. Recycling of confidential materials.

D. HAZARDOUS WASTE

1. If LESSEE is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdiction's hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LESSOR with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. LESSEE shall also provide LESSOR with a copy of its annual Hazardous Waste Report each year thereafter.
2. If LESSEE is recycling hazardous waste under a local jurisdiction's special waste pilot project guidelines, it shall provide LESSOR documentation of such action including the type of wastes, approximate quantities and means and places of LESSEE'S recycling.
3. In the event LESSEE vacates Leased Premises, LESSEE shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by LESSEE to LESSOR no later than thirty (30) days from the date LESSEE vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by LESSEE at LESSEE'S expense.

E. ELECTRONIC DEVICES AND FURNITURE LESSEE is responsible for agency owned equipment and office furniture must be disposed at LESSEE'S expense.

F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES

Heating, ventilation and air conditioning, electrical, water and sewage (please refer to page 2, 2. Utility Services, parts a & b).

1. LESSEE agrees to observe reasonable precautions to prevent waste and conserve energy and natural resources by use of settings as determined by LESSOR for thermostats, vents, appliances, lights and climate control devices such as window treatments. LESSOR may provide LESSEE with instructions defining said optimal use.
2. LESSEE shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LESSOR to be beyond those provided for in this agreement, either during or outside normal established hours of operation.
3. LESSOR will measure utility usage in appropriate units and charge LESSEE for the cost per unit of the utility.

G. USE OF SPACE

1. LESSEE agrees not to use the Leased Premises in any way which, in the judgment and discretion of LESSOR, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall LESSEE use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.
2. LESSEE agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LESSOR as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by LESSEE, LESSEE shall contact 651.201.2300 for access.
3. LESSEE agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.
4. LESSEE agrees to consider conference rooms not leased as part of the Leased Premises and under the custodial control of LESSOR, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales.
5. LESSEE agrees to receive all goods delivered to the building related to LESSEE or Leased Premises at the loading dock and LESSEE shall be responsible for the safe-guarding and security of these delivered goods. LESSEE agrees that, at no time, shall LESSOR be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.
6. LESSEE agrees to maintain the Leased Premises in a reasonably clean and sanitary condition.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

1. LESSEE-owned program equipment purchased and installed by LESSEE or purchased and installed on behalf of LESSEE through a major construction or renovation project that is related to LESSEE'S programs or operation shall be the responsibility of LESSEE to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from LESSEE'S equipment shall be remedied by LESSEE at LESSEE'S expense. At the discretion of LESSOR, any of LESSEE equipment shall be removed at the time

LESSEE vacates the Leased Premises and the Leased Premises shall be returned to its original condition at LESSEE'S expense. LESSOR may, at its discretion, following the execution of an interagency agreement, be contracted to maintain, service, repair and replace such LESSEE'S equipment at LESSEE'S cost on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity. Any of LESSEE'S program equipment with specialized electrical needs will also be billed by LESSOR.

2. Specialized fire suppression systems supporting LESSEE-owned equipment shall be the responsibility of LESSEE to maintain, repair, replace and inspect per local jurisdiction requirements. LESSEE may contract with LESSOR for maintenance, repair and inspection services of LESSEE'S equipment at LESSEE'S cost on a fee for services basis through LESSOR'S Repair and Other Jobs activity. If LESSEE chooses to contract separately, LESSEE must provide inspection report as required.
3. LESSEE to ensure owned equipment such as lieberts, dry coolers, etc is properly installed and maintained to ensure maximum advantage of outside cooling.

- I. **LESSEE OWNED AND FURNISHED EQUIPMENT** All LESSEE owned and furnished equipment shall be LESSEE responsibility to maintain, repair and inspect. LESSEE to be responsible for any repairs to the building and building components resulting from LESSEE owned equipment failure.
- J. **KEYS** Additional keys needed by LESSEE beyond those provided by LESSOR shall be obtained from LESSOR on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease.
- K. **SECURITY SERVICES** LESSEE shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, call boxes, access control devices, and cameras.
- L. **SIGNAGE** Identification of space within leased premises is responsible by the LESSOR and shall not be changed by LESSEE. If LESSEE contracts for signage with a private vendor, selection must be coordinated through and approved by LESSOR to ensure appropriate signage and disabled specifications and standards have been met.
- M. **COMMUNICATION** LESSEE'S key contact person shall submit LESSEE initiated postings to LESSOR'S Building Manager for approval, dependent on nature of posting. Approved posting will be distributed to the building's bulletin holders.
- N. **MODIFICATIONS TO LEASED SPACE**
 1. LESSEE shall contact LESSOR to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, modular furniture, security systems and communications/data cabling. Detailed plans for all such work shall be developed and approved by LESSOR or their designee. Implementation of the work shall be performed either by:
 - a. Licensed contractor, as authorized by LESSOR, under contract with the LESSOR.
 - b. Licensed contractor, as authorized by LESSOR, under contract with LESSEE. Such contracts must be approved by LESSOR prior to contractor commencing any work. Said contractor must follow all applicable codes and licensure requirements.
 2. At the time LESSEE vacates the Leased Premises, LESSEE shall, at LESSOR'S option be responsible for restoration of the Leased Premises which have been modified by the LESSEE since July 1, 2009. The Leased Premises shall be returned to its original condition by LESSOR at LESSEE'S expense.
- O. **PERSONAL PROPERTY** UL certified appliances such as, but limited to toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LESSOR. Personal items such as space heaters, bicycles, segways or animals (including pets), are not allowed inside LESSOR managed facilities.

DEPARTMENTAL LEASE

LESSOR: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as LESSEE)	
Transportation	
BUILDING NAME/ADDRESS	DIVISION/SECTION NAME
Transportation Building, 395 John Ireland Boulevard	

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand five hundred fifty (255,550) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

Level/Suite No.	Square Feet	Use
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,980	Office
Ground	2,376	Shared
First	44,296	Office
Second	22,821	Office
Third	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,127	Office
TOTAL	255,550	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2013 and continuing through June 30, 2015.
3. **RENT** LESSEE agrees to pay to LESSOR rent in accordance with the rent schedule set forth below:

FY: 14	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/13- 6/30/14	Basement	25,668		\$16.60		\$35,507.40	\$106,522.20	\$426,088.80
	Basement		2,238		\$6.50	\$1,212.25	\$3,636.75	\$14,547.00
	Ground	22,356		\$16.60		\$30,925.80	\$92,777.40	\$371,109.60
	First	44,296		\$16.60		\$61,276.13	\$183,828.39	\$735,313.56
	Second	22,821		\$16.60		\$31,569.05	\$94,707.15	\$378,828.60
	Third	22,866		\$16.60		\$31,631.30	\$94,893.90	\$379,575.60
	Fourth	22,711		\$16.60		\$31,416.88	\$94,250.64	\$377,002.56
	Fifth	22,936		\$16.60		\$31,728.13	\$95,184.39	\$380,737.56
	Sixth	23,278		\$16.60		\$32,201.23	\$96,603.69	\$386,414.76
	Seventh	23,253		\$16.60		\$32,166.65	\$96,499.95	\$385,999.80
	Eighth	23,127		\$16.60		\$31,992.35	\$95,977.05	\$383,908.20
TOTAL		253,312	2,238			\$351,627.17	\$1,054,881.51	\$4,219,526.04

FY: 15	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/14 - 6/30/15	Basement	25,668		\$16.60		\$35,507.40	\$106,522.20	\$426,088.80
	Basement		2,238		\$6.50	\$1,212.25	\$3,636.75	\$14,547.00
	Ground	22,356		\$16.60		\$30,925.80	\$92,777.40	\$371,109.60
	First	44,296		\$16.60		\$61,276.13	\$183,828.39	\$735,313.56
	Second	22,821		\$16.60		\$31,569.05	\$94,707.15	\$378,828.60
	Third	22,866		\$16.60		\$31,631.30	\$94,893.90	\$379,575.60
	Fourth	22,711		\$16.60		\$31,416.88	\$94,250.64	\$377,002.56
	Fifth	22,936		\$16.60		\$31,728.13	\$95,184.39	\$380,737.56
	Sixth	23,278		\$16.60		\$32,201.23	\$96,603.69	\$386,414.76
	Seventh	23,253		\$16.60		\$32,166.65	\$96,499.95	\$385,999.80
	Eighth	23,127		\$16.60		\$31,992.35	\$95,977.05	\$383,908.20
TOTAL		253,312	2,238			\$351,627.17	\$1,054,881.51	\$4,219,526.04

4. **DUTIES OF LESSOR AND LESSEE** See Exhibit B.

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

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

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
By Susan T. Estes
REAL ESTATE AND CONSTRUCTION SERVICES
AUG 15 2013
Date _____

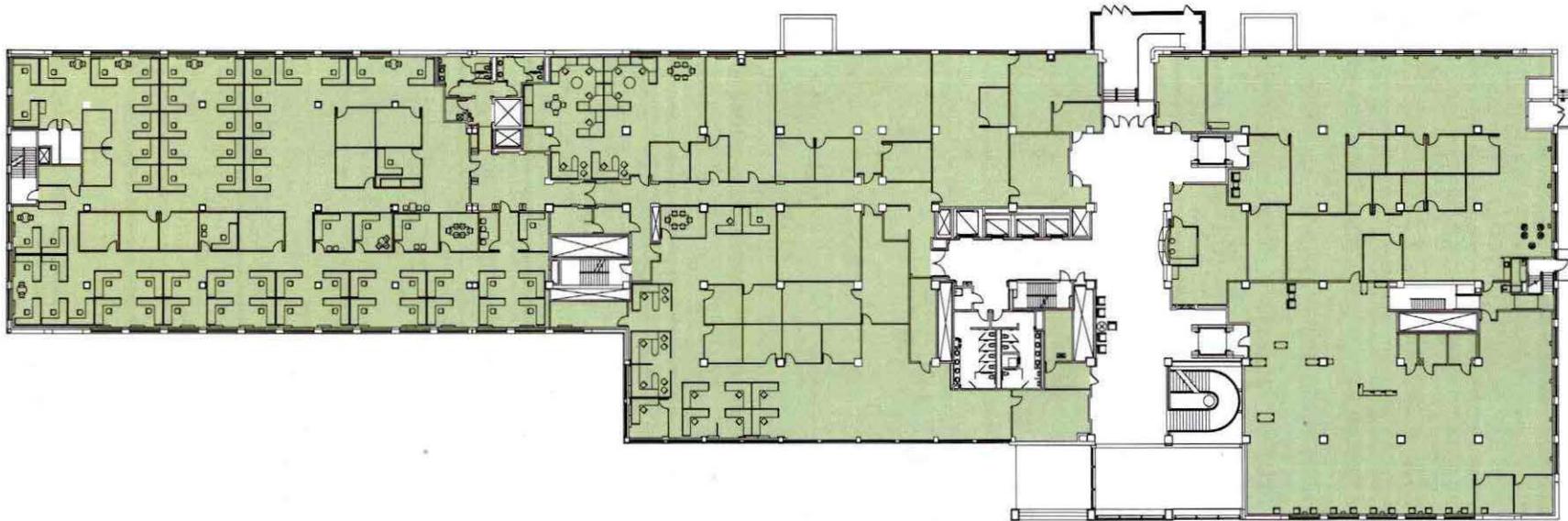
LESSEE:
TRANSPORTATION
By Susan Stein
Title Division Director
Date 8-13-13

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
PLANT MANAGEMENT DIVISION
By Ka Seedy
Title Bus Operations Mgr
Date 7-15-13

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.
By Karen Peters
Date 8-7-2013
Contract No. 66817 p.o. 3-14220

Minnesota Department of Transportation
Contract Management Section, Office of Administration
By: [Signature]
Title: In/ DOT Contracts Administrator
Date: 8-13-2013

EXHIBIT A



Department - Division
Department of Transportation
44,296 Sq. Ft. Office



State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

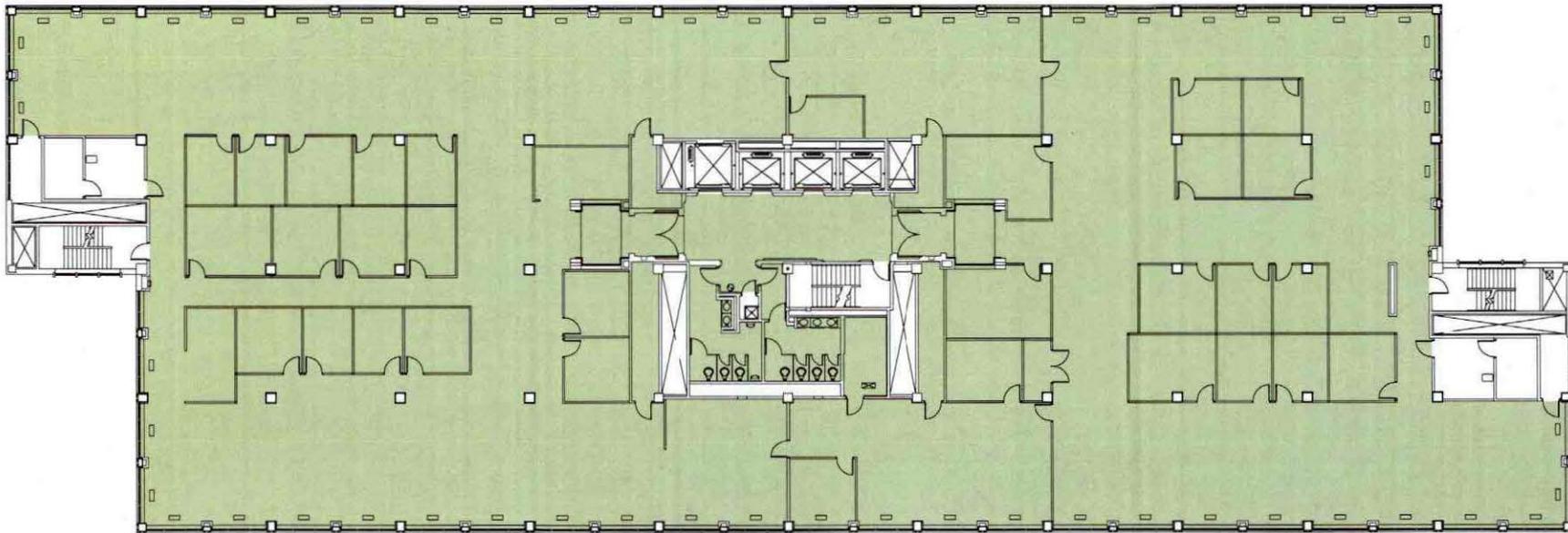
Transportation
Building
310105

Notes / Remarks
FY12-FY13 Lease Renewal
5/1/2011

First Floor
G0231010562-01

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

EXHIBIT A



Department - Division
Department of Transportation
22,936 Sq. Ft. Office



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

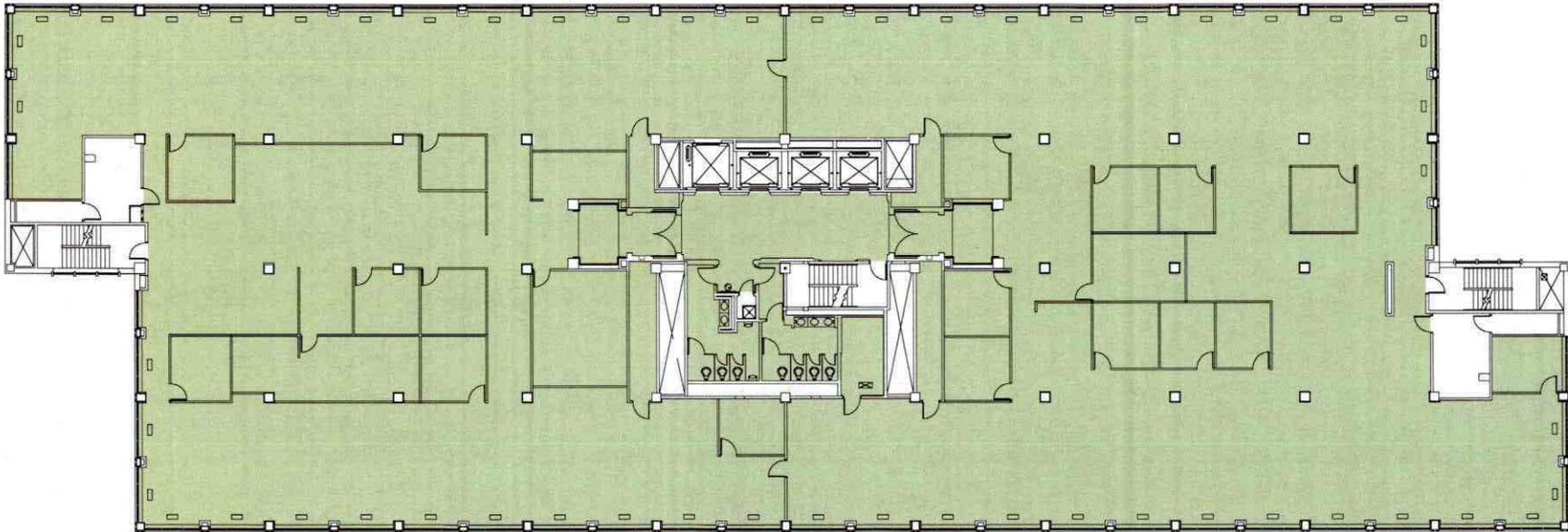
Transportation
Building
310105

Notes / Remarks
FY12-FY13 Lease Renewal
5/1/2011

Fifth Floor
G0231010562-05

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

EXHIBIT A



Department - Division
Department of Transportation
23,278 Sq. Ft. Office



State
of
Minnesota

Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks

FY12-FY13 Lease Renewal
5/1/2011

Sixth Floor

G0231010562-06

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

I. DUTIES OF LESSOR

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

1. **BUILDING MANAGEMENT SERVICES** LESSOR shall designate a Building Manager to manage the buildings and oversee construction/renovation projects, maintenance/repair, energy management, environmental, Indoor Air Quality (), general office recycling, and integrated pest management related to the building. The Building Manager shall be the contact person for all building-related work and concerns. Contact 651.201.2300 or check website: www.admin.state.mn.us/pmd for more information.

a. **Construction, Remodeling and Renovation Work**

- (i) LESSOR shall inform LESSEE in advance and in writing of construction, remodeling or renovation work being initiated or coordinated by LESSOR in the building.
- (ii) LESSOR shall communicate and coordinate LESSEE initiated work with the Department of Administration's Division of Real Estate and Construction Services (RECS) and other building tenants.

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

c. **Interior Decoration** LESSOR shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum useful life of twelve (12) years under normal use. LESSOR financial obligation not to exceed contract amount. Selection shall be made by LESSEE from LESSOR sample selections. If LESSEE desires a different type of wall treatment or a different quality of paint, LESSOR will contract and invoice LESSEE. LESSOR shall pay a portion at the State Contract rate for semi-gloss or eggshell paint. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability, design integrity, and uniformity.

d. **Window Treatments** LESSOR shall repair or replace exterior, perimeter window treatments that are damaged or discolored according to funding availability, age and condition of the window treatments and/or other building priorities. Window treatments are expected to have a minimum useful life of twenty (20) years. The determination is to be made at the discretion of LESSOR. Exterior window treatments will be selected from the State Contract. If LESSEE chooses to select a different exterior window treatment that is not under State Contract, LESSEE shall pay the portion above the State Contract rate. If LESSEE desires a different type of window treatment, LESSOR will contract and invoice the LESSEE. Colors and quality selection must be approved in writing by LESSOR to ensure durability, maintainability and uniformity. Replacement of any interior window treatments will be the responsibility of LESSEE and any related costs shall be borne by LESSEE.

e. **Ceiling Tiles** LESSOR shall replace damaged or stained ceiling tiles. The determination whether to replace shall be made at the discretion of LESSOR.

f. **Rental Space** To make rental space suitable for offices, LESSOR shall perform interior decorating according to the schedules outlined above. LESSOR shall also perform minor electrical and mechanical services for general office usage, determined at the discretion of LESSOR. LESSOR shall not fund accommodations or changes to rental space in order to meet specialized needs of LESSEE.

NOTE: The above terms and conditions in items a-f apply only when funding has not been appropriated for this purpose.

g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LESSOR shall provide engineering, preventative maintenance, maintenance, repair and replacement services on mechanical/operating systems and equipment within the building that are LESSOR-owned and under LESSOR'S custodial control.

EXHIBIT B

- h. Grounds Maintenance Services** LESSOR shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe access and egress. This shall include the following:
- (i) Every reasonable effort will be made to ensure snow and ice is cleared during normal building operating hours.
 - (ii) Exterior maintenance of turf, shrubs, trees and plants.
 - (iii) Cleaning and removal of debris.
- i. Integrated Pest Management Services** LESSOR shall provide an integrated pest management program for control of rodents and insects within the building.
- j. Keys** All keys for space in state-owned buildings under the custodial control of LESSOR must be provided by LESSOR. LESSOR shall allot a maximum of two (2) keys for each door within the Leased Premises. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease.
- k. Security Services** In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LESSOR shall maintain the exterior emergency call stations and those located in the tunnel system.
- l. Signage** LESSOR shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LESSOR'S discretion.
- m. Communication**
- (i) LESSOR'S Building Manager or designee shall coordinate with LESSEE'S key contact person on any work scheduled in a building which could affect building operations.
 - (ii) LESSOR shall provide notice of these events and LESSEE shall provide communication to tenants. Reasonable coordination efforts shall be made by LESSOR with LESSEE'S key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.
- n. Insurance** LESSOR insures the building structure only, the contents within are the responsibility of the LESSEE.
- o. Fire Detection, Alarm and Suppression Systems** LESSOR shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements.
- p. Use of Space** LESSOR shall lock and secure all LESSOR'S electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms.
- q. Solid Waste** Remove solid waste from buildings on a daily basis.

2. UTILITY SERVICES

- a. Heating** LESSOR shall provide the Leased Premises with heating facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LESSOR may provide LESSEE with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:
- (i) From October 1 through April 30, minimum temperatures shall be maintained
 - (a) Between 68° F to 70° F for all occupied areas.
 - (b) Between 65° F to 67° F for all lobbies, corridors and restrooms.
 - (c) Between 60° F to 62° F for all building entrances and storage areas.
 - (d) Temperature settings for all of the above referenced spaces will be lowered to between 60° F and 62° F during non-working hours.
 - (e) At a maximum of 55° F for all unoccupied and all vacated spaces.

- (ii) LESSOR shall establish the area operating temperatures as follows:
 - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
 - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday and all State observed holidays.
 - (iii) Unless established to the contrary through a pre-approved interagency agreement, heating systems are set to operate as defined above. Building heating systems are not intended to be used for heating areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional heating beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR based on hot water and electric usage for the extended hours of operation.
- b. Cooling** LESSOR shall provide the Leased Premises with cooling facilities for occupied areas of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices, such as the opening or closing of window treatments, doors and vents within the Leased Premises. LESSOR may provide LESSEE with instructions defining said optimal use. For purposes hereof, the committed ranges of temperature are as follows:
- (i) From May 1 through September 30, maximum temperatures shall be maintained
 - (a) Between 76° F to 78° F for all occupied areas excluding reheat systems.
 - (b) Temperature settings for all of the above referenced spaces will be increased to 85° F during non-working hours.
 - (c) Computer rooms and research facility temperatures will be maintained in accordance with the operating requirements of the equipment/research procedures.
 - (ii) LESSOR shall establish the area operating temperatures as follows:
 - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
 - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday and all State observed holidays.
 - (iii) Unless established to the contrary through a pre-approved interagency agreement, cooling systems are set to operate as defined above. Building cooling systems are not intended to be used for cooling areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional air conditioning operation beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR based on chilled water and electrical usage for the extended hours of operation.
- c. Water/Sewage** LESSOR shall provide the Leased Premises with adequate water and sewage facilities of a design capacity sufficient to serve the Leased Premises.
- d. Ventilation** LESSOR shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and air Conditioning Engineers, Inc.) Standard 62.1- 2010. All supply air shall be filtered in accordance with ASHRAE Standard 52.2- 2007 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LESSOR as required by the application and the needs of the system. Unless established to the contrary through a pre-approved interagency agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.
- e. Electrical**
- (i) LESSOR shall provide the Leased Premises with electrical infrastructure of a design capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LESSOR. LESSEE-owned equipment, purchased and installed by LESSEE, or purchased and installed on behalf of LESSEE through a major construction or renovation project and/or LESSEE'S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of LESSEE at LESSEE'S cost. All LESSEE equipment installation to be approved in accordance with the provisions of this lease with LESSOR to ensure proper installation of powered equipment... LESSEE shall be billed by LESSOR on a fee-for-service basis based on actual electrical usage for the extended hours of operation or specialized use.

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

3. RECYCLING, REUSE AND SUSTAINABILITY

- a. Pursuant to Minnesota Statutes, Section 16B.24, Subdivision 6 (d), LESSOR shall provide space for recyclable materials.
- b. LESSOR shall provide general recycling services including transporting recycling barrels provided by LESSEE from the Leased Premises to a holding area. If shipping containers are provided by LESSEE, empty the recycling barrels into the shipping containers and return said recycling barrels to the Leased Premises.
- c. LESSOR is not responsible for confidential recycling.

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

a. Office Cleaning

Daily: Empty trash receptacles; replace liners, as necessary.
 Vacuum carpeted main traffic aisles, moving furniture, as necessary.
 Return furniture to original position.
 Pick up litter in remainder of other carpeted areas.
 Spot clean carpeting.
 Spot clean partitions/door glass.

Weekly: Vacuum carpeted areas.
 Dust mop hard surface main traffic aisles.
 Dust exposed areas on desks/credenzas/work surfaces.
 Dust mop hard surface areas.
 Wet mop hard surface areas.
 Detail dust accessible furniture.
 Dust windowsills, radiators, etc. (below 6 feet).

Monthly: Spot clean walls and doors.

Semi-Annual: Clean door frames.
 Dust accessible exterior window blinds, where applicable.
 Clean ceiling vents (under 12 feet).
 Clean-carpeted traffic aisles.

Annually: Clean carpet. May be extraction, tip cleaning or rotary shampooing.

As Needed: Empty recyclable materials from intermediary containers and coordinate material pick up.

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

b. Lobby/Entrance Cleaning

Daily: Empty/spot clean trash receptacles.
Sweep hard surface floors.
Wet mop hard surface floors.
Clean walk off mats.
Clean door glass; spot clean adjacent glass.
Vacuum carpet.
Clean entire interior and exterior of elevators.
Sweep/vacuum/wet mop open stairways.
Clean/sanitize public pay telephones.
Check/spot clean directories.

Weekly: Detail/dust areas below 6 feet.
Spot clean plate glass windows.
Clean and polish stairway handrails.
Clean thresholds.
Check/arrange and spot clean public area furniture.
Clean kick plates and door frames.
Spot clean walls

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

c. Hard Surface Floor Care – Common Areas

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

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

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

d. Hard Surface Floor Care – Work Areas

Daily: Dust accessible areas.
Wet mop other areas.

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

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

e. Restroom Cleaning

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

Monthly: Machine scrub floors.
Sanitize waste receptacles.

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

f. Shower room/stall cleaning

- Daily: Inspect, touchup and wipe down fixtures. Remove hair and other debris on finishes and fixtures.
- Weekly: Power wash shower room walls and floors with disinfectant cleaner. Clean and disinfect all shower room fixtures.

g. Miscellaneous Cleaning

- Daily: Sanitize drinking fountains.
Spot check interior stairwells.
Remove unapproved posters or outdated posters/bulletins.
- Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.
- As Needed: Wet mop hard surface stairwell risers and landings.
Clean ceiling light diffusers and exhaust fans in elevator cars.
Clean janitorial closets.
Dust stairwell railings.
Vacuum upholstered furniture.

B. The Department of Administration, **Real Estate and Construction Services** (RECS) shall be responsible for:

1. Allocation and inventory of state-owned space under the custodial control of the Plant Management Division.
2. Preparation and processing of lease documents.

II. DUTIES OF LESSEE

A. **TRANSFERABILITY** LESSEE shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

B. **DESIGNATED STAFF PERSON** LESSEE agrees to designate a key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LESSOR'S Building Manager. This will include but not be limited to building surveys, LESSOR initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LESSOR on postings of work which may affect the building tenants or building operations.

C. RECYCLING, REUSE AND SUSTAINABILITY

1. General Recycling Services – LESSEE agrees to:
 - a. Ensure LESSEE'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with the 60% recycling goal in Minn. Stat. §115A.15. Education should be provided and barriers to recycling should be addressed.
 - b. Ensure shipments of recyclables do not contain contaminating materials.
 - c. Use recycling containers and equipment only for designated recycling purposes.
 - d. Direct recycling questions and general waste reduction and recycling needs to LESSOR'S Building Manager or designee.
 - e. Recycling of confidential materials.
 - f. Transfer of recycling materials from desk side containers to intermediary containers.

D. HAZARDOUS WASTE

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

2. If LESSEE is recycling hazardous waste under a local jurisdiction's special waste pilot project guidelines, it shall provide LESSOR documentation of such action including the type of wastes, approximate quantities and means and places of LESSEE'S recycling.
3. In the event LESSEE vacates Leased Premises, LESSEE shall have a closure inspection conducted by the local jurisdiction's public or environmental health unit and the results of such inspection shall be forwarded by LESSEE to LESSOR no later than thirty (30) days from the date LESSEE vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by LESSEE at LESSEE'S expense.

E. ELECTRONIC DEVICES AND FURNITURE LESSEE is responsible for agency owned equipment, appliances, and office furniture, and must be disposed of at LESSEE'S expense.

F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES

Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LESSOR, 2. Utility Services, parts a & b).

1. LESSEE agrees to observe reasonable precautions to prevent waste and conserve energy and natural resources by use of settings as determined by LESSOR for thermostats, vents, appliances, lights and climate control devices such as window treatments. LESSOR may provide LESSEE with instructions defining said optimal use.
2. LESSEE shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LESSOR to be beyond those provided for in this agreement, either during or outside normal building operating hours.
3. LESSOR will measure utility usage in appropriate units and charge LESSEE for the cost per unit of the utility. LESSEE shall promptly reimburse LESSOR upon receipt of invoice for utility services.

G. USE OF SPACE

1. LESSEE agrees not to use the Leased Premises in any way which, in the judgment and discretion of LESSOR, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall LESSEE use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.
2. LESSEE agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LESSOR as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by LESSEE, LESSEE shall contact 651.201.2300 to request access.
3. LESSEE agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.
4. LESSEE agrees to consider conference rooms not leased as part of the Leased Premises and under the custodial control of LESSOR, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales.
5. LESSEE agrees to receive all goods delivered to the building related to LESSEE or Leased Premises at the loading dock and LESSEE shall be responsible for the safe-guarding and security of these delivered goods. LESSEE agrees that, at no time, shall LESSOR be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.
6. LESSEE agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

1. LESSEE-owned program equipment purchased and installed by LESSEE or purchased and installed on behalf of LESSEE through a major construction or renovation project that is related to LESSEE'S programs or operation shall be the responsibility of LESSEE to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from LESSEE'S equipment shall be remedied by LESSEE at LESSEE'S expense. At the discretion of LESSOR, any of LESSEE equipment shall be removed at the time LESSEE vacates the Leased Premises and the Leased Premises shall be returned to its original condition at LESSEE'S expense. LESSOR may, at its discretion, following the execution of an interagency agreement, be contracted to maintain, service, repair and replace such LESSEE'S equipment at LESSEE'S cost on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity.
2. Specialized fire suppression systems supporting LESSEE-owned equipment shall be the responsibility of LESSEE to maintain, repair, replace and inspect per local jurisdiction requirements. LESSEE may contract with LESSOR for maintenance, repair and inspection services of LESSEE'S equipment at LESSEE'S cost on a fee for services basis through LESSOR'S Repair and Other Jobs activity. If LESSEE chooses to contract separately, LESSEE must provide inspection report as required.
3. LESSEE to ensure owned equipment such as lieberts, dry coolers, etc. is properly installed and maintained to ensure maximum advantage of outside cooling.

I. **LESSEE OWNED AND FURNISHED EQUIPMENT** All LESSEE owned and furnished equipment shall be LESSEE responsibility to maintain, repair and inspect. LESSEE is responsible for any repairs to the building and building components resulting from LESSEE owned equipment failure.

J. **KEYS** Additional keys needed by LESSEE beyond those provided by LESSOR shall be obtained from LESSOR on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease.

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

L. **SIGNAGE** Identification of space within leased premises is the responsibility of the LESSEE.

M. **BUILDING MANAGEMENT SERVICES** LESSEE will pay all invoices regarding:

1. CARPET. If LESSEE desires any carpet and LESSOR does not have funding available or does not agree carpet has reached the end of useful life, LESSOR will contract, install and invoice LESSEE.
2. INTERIOR DECORATION. If LESSEE desires a different type of wall treatment, different quality of paint or decided it has reached the end of useful life, LESSOR will contract and invoice the LESSEE.
3. WINDOW TREATMENTS. If LESSEE desires a different type of window treatment or decided it has reached the end of useful life, LESSOR will contract and invoice the LESSEE.

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

O. MODIFICATIONS TO LEASED SPACE

1. LESSEE shall contact LESSOR to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, modular furniture, security systems and communications/data cabling. Detailed plans for all such work shall be developed and approved by LESSOR or their designee. Implementation of the work shall be performed either by:
 - a. Licensed contractor, as authorized by LESSOR, under contract with the LESSOR.
 - b. Licensed contractor, as authorized by LESSOR, under contract with LESSEE. Such contracts must be approved by LESSOR prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.

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

P. **PERSONAL PROPERTY** UL certified appliances such as, but limited to toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LESSOR. Personal items such as space heaters, bicycles, segways or animals (including pets), are not allowed inside LESSOR managed facilities.

Q. **PLANTS** LESSEE shall ensure that all plants are properly maintained. LESSEE will be responsible for any damages as a result of plants.

STATE OF MINNESOTA ENCUMBRANCE WORKSHEET

MnDOT Contract No. Lease # 807

Federal Project No.

State Project No.

CONTRACT TYPE <input type="checkbox"/> Annual Plan Agreement (APK) <input type="checkbox"/> Work Order Contract (MWK) • TNumber: _____ • SC #: _____ <input type="checkbox"/> Interagency Agreement (IAK) <input type="checkbox"/> Other Contract Type (PTK)	State Accounting Information SWIFT Contract (SC) ID #: 66817 Purchase Order (PO) ID #: 3 - 140220 Encumbered By: Karen Parsons Date: 8-7-2013	AMENDMENT INFORMATION Amendment: <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes: <input type="checkbox"/> Change to Expiration Date <input type="checkbox"/> Change to Total Contract Amount: Amendment Amount: \$ _____
---	--	---

Agency: Transportation	Fiscal Year: 2014	Vendor ID: Minnesota Dept of Administration
Total Contract Amount: \$4,219,526.04		Amount of Contract for Current FY: \$4,219,526.04

Accounting Line 1:	Accounting Line 2:	Accounting Line 3:
Fund Code: 1000	Fund Code: 2700	Fund Code: 2700
Approp ID: T790007	Approp ID: T7900659	Approp ID: T7900659
FinDept ID: T7932572	FinDept ID: T7932573	FinDept ID: T79325IT
Category: 80131502	Category: 80131502	Category: 80131502
Account: 411001	Account: 411001	Account: 411001
Project: TB92022	Project: TB92022	Project: TB92022
Source Type: 3460	Source Type: 3460	Source Type: 3460
Amount to Encumber: \$ 54,000	Amount to Encumber: \$ 3,760,403.04	Amount to Encumber: \$ 405,123

Contract Start Date: Upon Execution	Contract Expiration Date:	Contract Administrator / Phone No:
Allocation:	Work Type:	Contractor Name:

From IT spend Master 2013 Summary - Department Summary
 Tom Visley
 email 7/26/13

OITS Space - DOT

First Floor

Room 130	12,990
Room 123	2,100
Room 120S - Consultants	760
	<hr/>
	15,850

Basement

Room B8	2,765
Room B6 - Storage/Setup	1,135
Room B6 - NOC Equipment	3,270
Room 40 - NOC Equipment	740
Room B27 - Storage/Setup	645
	<hr/>
	8,555

TOTAL

24,405 x 16.60 = 405,123

Storage/Setup 1,780 x 6.50 = 11,570
 Office 22,625 x 16.60 = 375,575
~~387,145~~

DEPARTMENTAL LEASE

LESSOR: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as LESSEE) Transportation	
BUILDING NAME/ADDRESS Transportation Building, 395 John Ireland Boulevard	DIVISION/SECTION NAME

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand three hundred sixteen (255,316) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

Level/Suite No.	Square Feet	Use
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,749	Office
Ground	2,373	Shared
First	44,296	Office
Second	22,821	Office
Third	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,127	Office
TOTAL	255,316	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2015 and continuing through June 30, 2017.

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

FY: 16	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/15- 6/30/16	Basement	25,668		\$17.50		\$37,432.50	\$112,297.50	\$449,190.00
	Basement		2,238		\$7.00	\$1,305.50	\$3,916.50	\$15,666.00
	Ground	22,122		\$17.50		\$32,261.25	\$96,783.75	\$387,135.00
	First	44,296		\$17.50		\$64,598.33	\$193,794.99	\$775,179.96
	Second	22,821		\$17.50		\$33,280.63	\$99,841.89	\$399,367.56
	Third	22,866		\$17.50		\$33,346.25	\$100,038.75	\$400,155.00
	Fourth	22,711		\$17.50		\$33,120.21	\$99,360.63	\$397,442.52
	Fifth	22,936		\$17.50		\$33,448.33	\$100,344.99	\$401,379.96
	Sixth	23,278		\$17.50		\$33,947.08	\$101,841.24	\$407,364.96
	Seventh	23,253		\$17.50		\$33,910.63	\$101,731.89	\$406,927.56
	Eighth	23,127		\$17.50		\$33,726.88	\$101,180.64	\$404,722.56
TOTAL		253,078	2,238			\$370,377.59	\$1,111,132.77	\$4,444,531.08

FY: 17	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/16 - 6/30/17	Basement	25,668		\$18.40		\$39,357.60	\$118,072.80	\$472,291.20
	Basement		2,238		\$7.00	\$1,305.50	\$3,916.50	\$15,666.00
	Ground	22,122		\$18.40		\$33,920.40	\$101,761.20	\$407,044.80
	First	44,296		\$18.40		\$67,920.53	\$203,761.59	\$815,046.36
	Second	22,821		\$18.40		\$34,992.20	\$104,976.60	\$419,906.40
	Third	22,866		\$18.40		\$35,061.20	\$105,183.60	\$420,734.40
	Fourth	22,711		\$18.40		\$34,823.53	\$104,470.59	\$417,882.36
	Fifth	22,936		\$18.40		\$35,168.53	\$105,505.59	\$422,022.36
	Sixth	23,278		\$18.40		\$35,692.93	\$107,078.79	\$428,315.16
	Seventh	23,253		\$18.40		\$35,654.60	\$106,963.80	\$427,855.20
	Eighth	23,127		\$18.40		\$35,461.40	\$106,384.20	\$425,536.80
TOTAL		253,078	2,238			\$389,358.42	\$1,168,075.26	\$4,672,301.04

4. **DUTIES OF LESSOR AND LESSEE** See Exhibit B.

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

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

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
By Susan T. Sites
REAL ESTATE AND CONSTRUCTION SERVICES
Date SEP 23 2015

LESSEE:
TRANSPORTATION
By Tom Johnson
Title Director, Support Services
Date 9/11/2015

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
PLANT MANAGEMENT DIVISION
By Ken Seedy
Title Bus Operations Mgr
Date 8.25.15

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.
By Charles Giddings
Date 9/11/2015
Contract No. 3000261801

Minnesota Department of Transportation
Contract Management

By: Nyssa Daulton
Date: 9/21/15



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Transportation Building
 310105

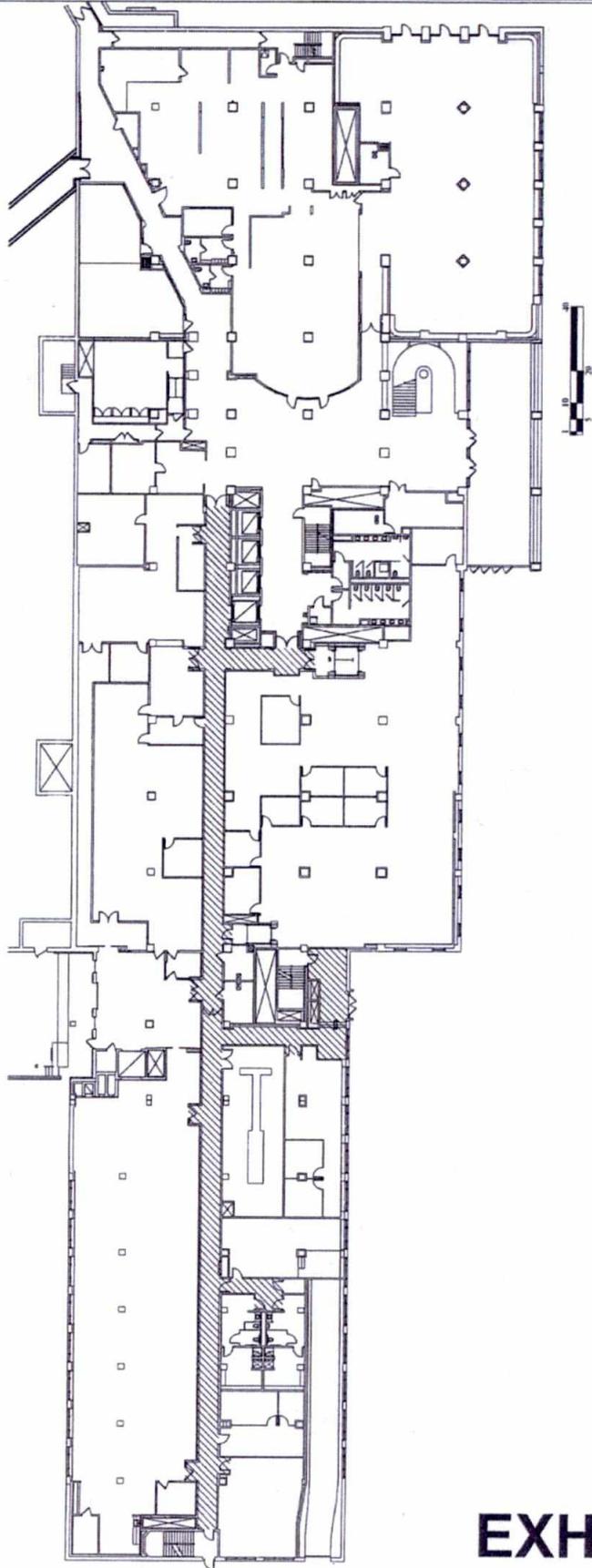
Notes / Remarks
 EX16-17 Lease Renewal
 5/1/2015

Group Floor
 G0031816462-GR

Drawn By: J. J. Smith
 Checked By: C. J. Johnson
 Approved By:

1 of 1

MnDOT Contract # 1001209A03



Department - Division
 Department of Transportation
 19,749 Sq. Ft. Office
 2,373 Sq. Ft. Prorated Portion of Shared Space

EXHIBIT A



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Transportation Building
 310105

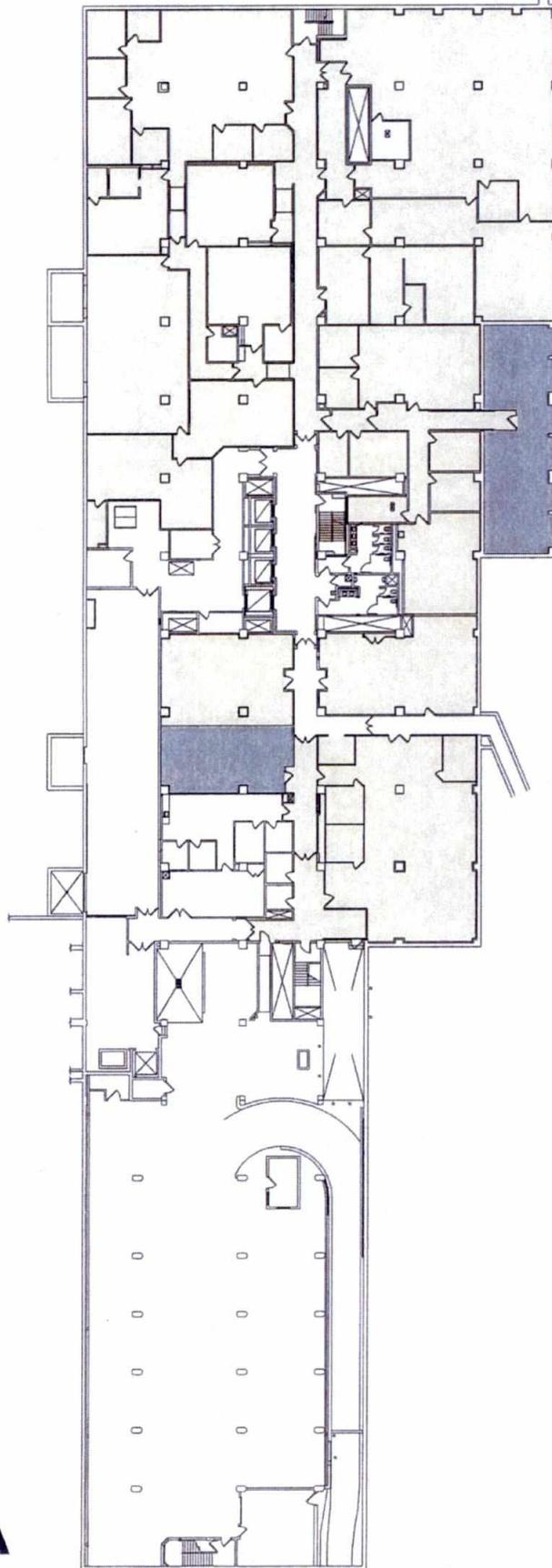
Notes / Remarks
 EXHIBIT A - Lease Renewal
 5/1/2015

MnDOT Contract # 1001209A03

Buyment
 0023705624LL

Drawn By: J. J. Jansh
 Checked By: J. Jansh
 Approved By:

20113



Department - Division
 Department of Transportation
 25,668 Sq. Ft. Office
 2,238 Sq. Ft. Storage

EXHIBIT A

Page 3 of 13 Intentionally left blank



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Transportation Building
 310105

Notes / Remarks
 EXHIBIT Lease Renewal
 5/1/2015

Fifth Floor
 6023440562-01

Drawn By: J. Smith
 Checked By: C. Engstrom
 Approved By:

4 of 13

MnDOT Contract # 1001209A03

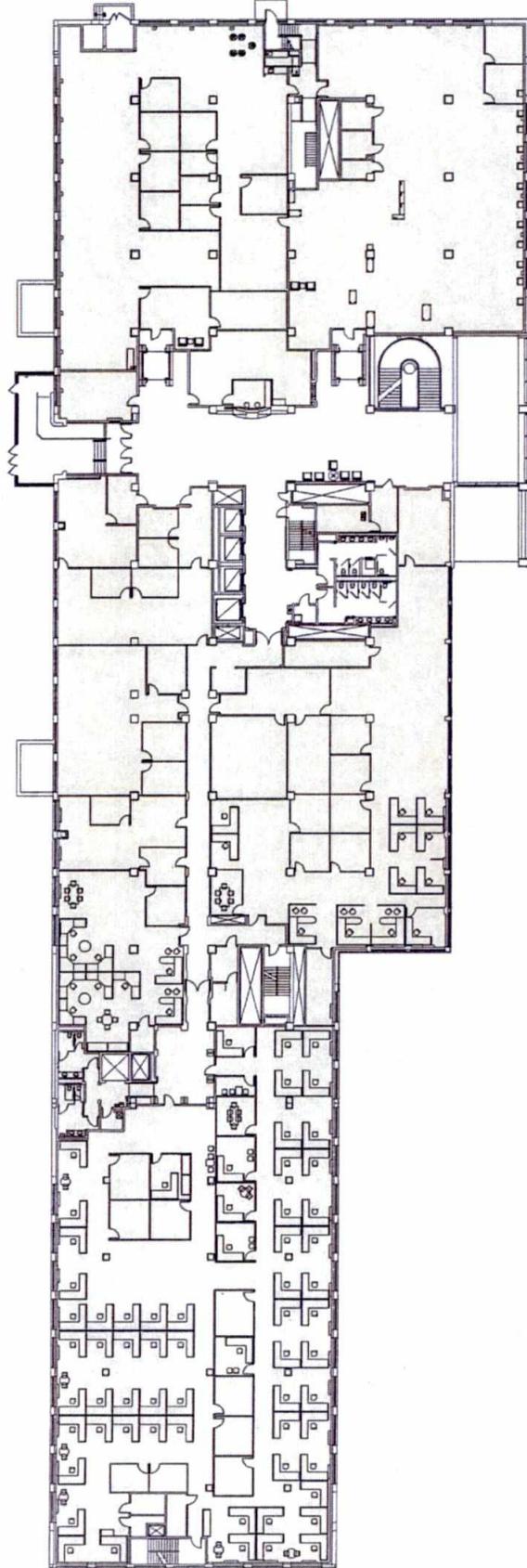


EXHIBIT A

Department - Division
 Department of Transportation
 44,296 Sq. Ft. Office



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Transportation Building
 310105

Notes / Remarks
 EY16EY17 Lease Renewal
 5/2/2013

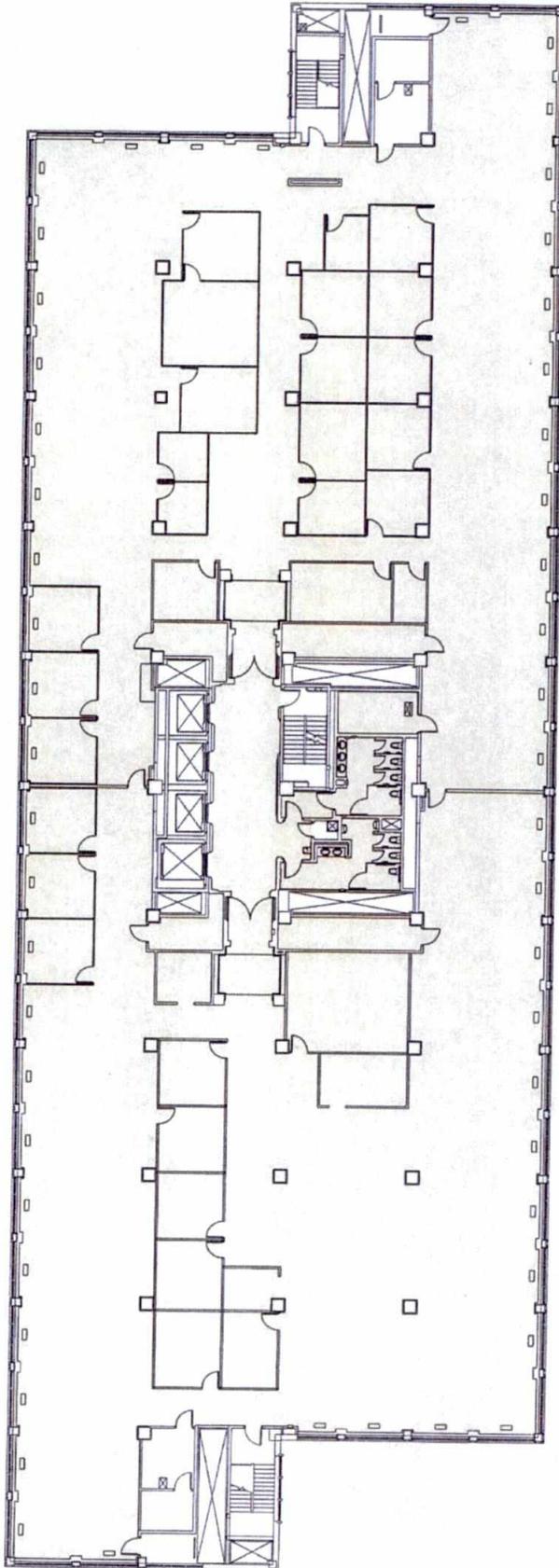
MnDOT Contract #: 1001209A03

Second Floor
 00231010562-02

Drawn By: J. J. [unclear]
 Checked By: C. [unclear]
 Approved By: [unclear]

5 of 13

EXHIBIT A



Department - Division
 Department of Transportation
 22,821 Sq. Ft. Office



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Transportation Building
 310105

Notes / Remarks:
 EXHIBIT Lease Renewal
 8/1/2015

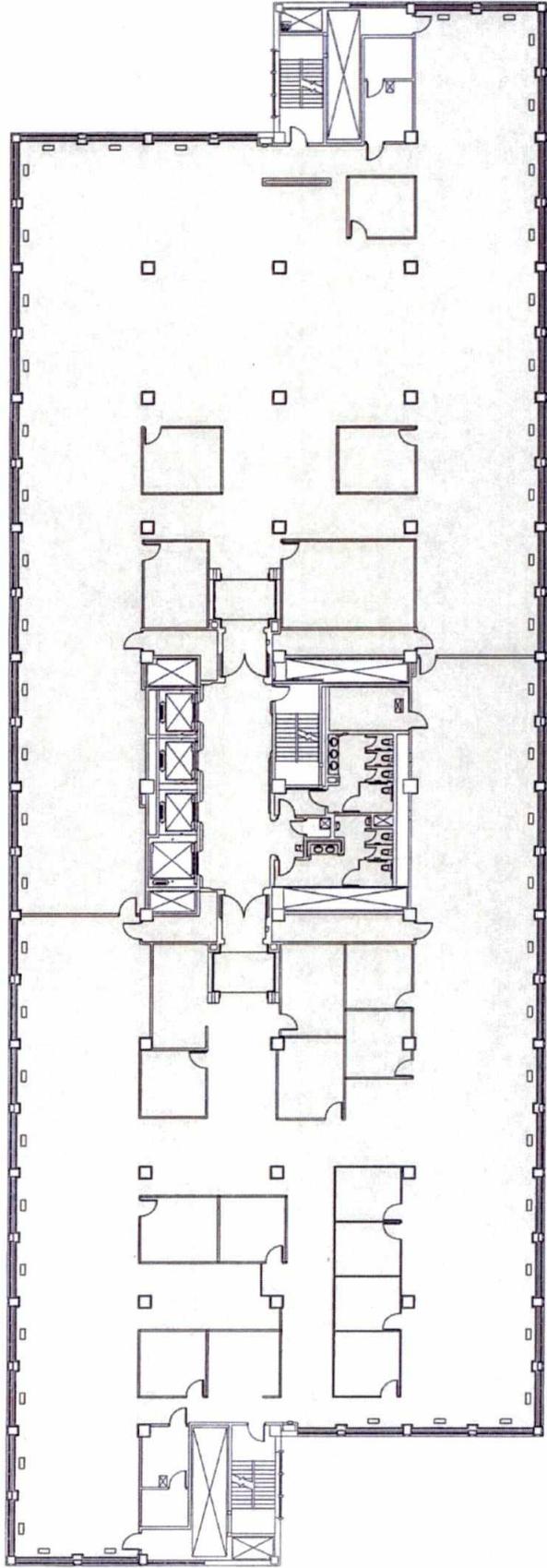
Third Floor
 0923 464502-03

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

6 of 13

MnDOT Contract # 1001209A03

EXHIBIT A



Department - Division
 Department of Transportation
 22,866 Sq. Ft. Office



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Transportation Building
 310105

Notes / Remarks
 01/16/17 Lense Reinstall
 5/1/2015

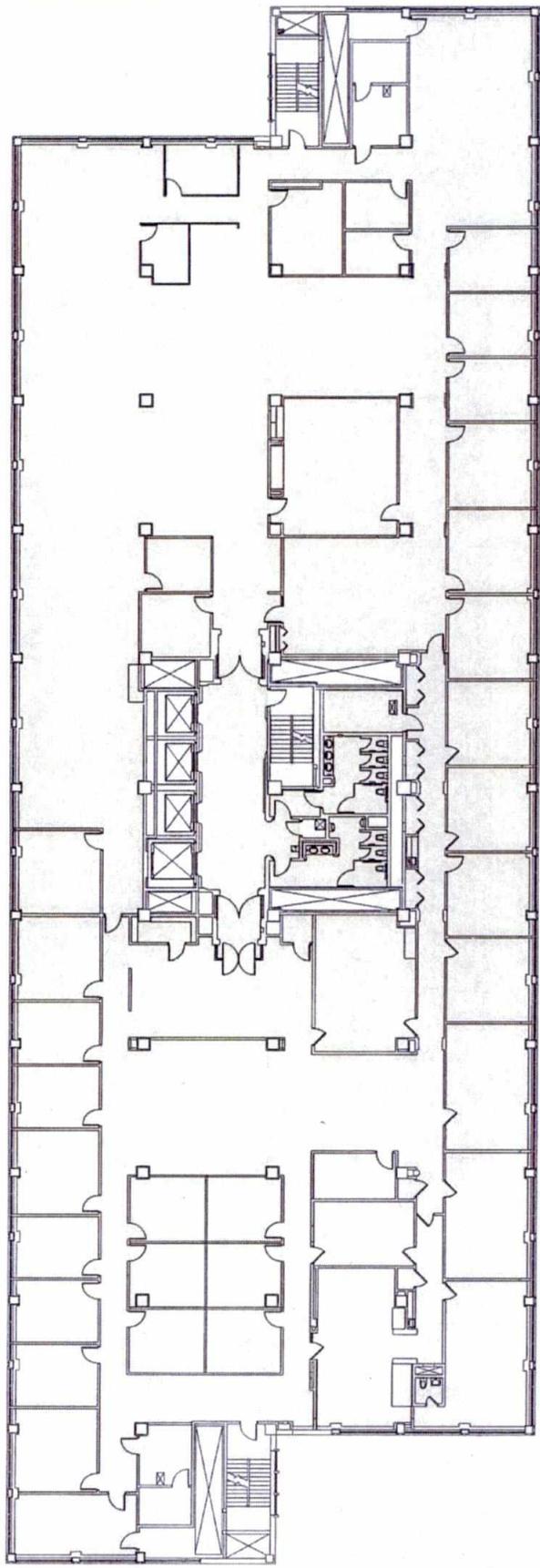
Fourth Floor
 00231015.62.04

Drawn By: J. P. Smith
 Checked By: C. Sigstrom
 Approved By:

7 of 13

MnDOT Contract # 1001209A03

EXHIBIT A



Department - Division
 Department of Transportation
 22,711 Sq. Ft. Office





State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Transportation Building
 310105

Notes / Remarks
 EX116: FY17 Lease Renewal
 5/1/2015

MnDOT Contract # 1001209A03

Fifth floor
 G0211676302-05

Drawn By: J. J. Smith
 Checked By: C. Christensen
 Approved By:

8 of 13

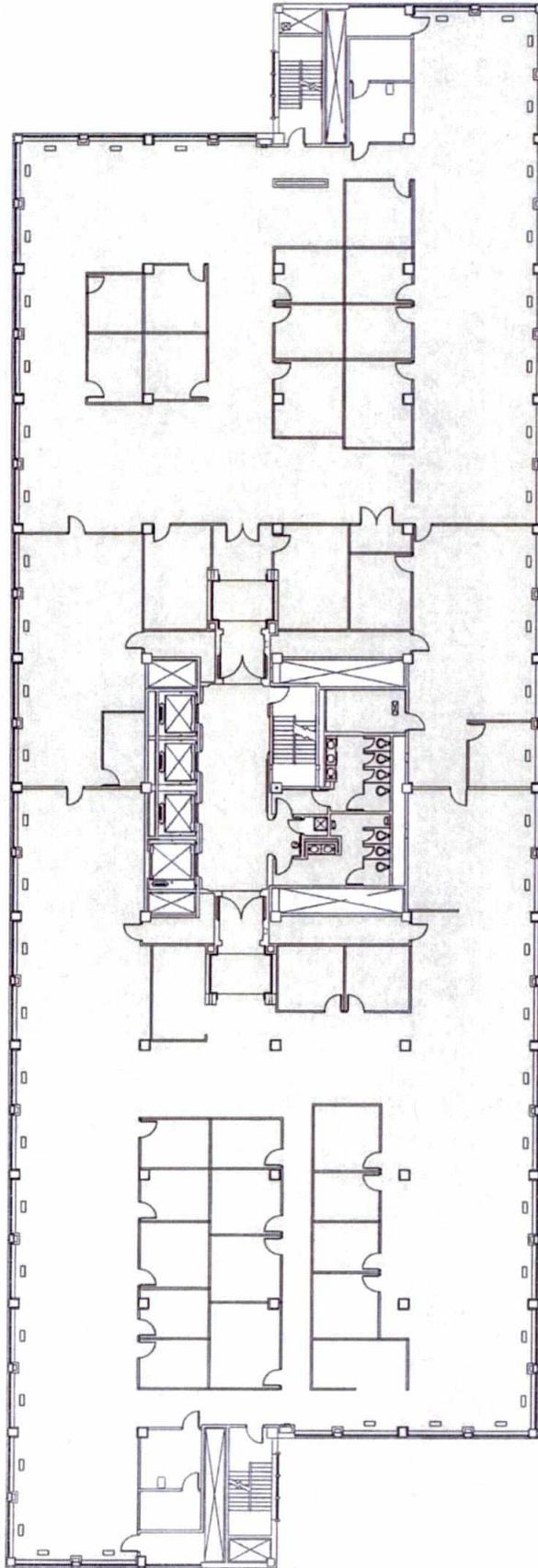


EXHIBIT A

Department - Division
 Department of Transportation
 22,936 Sq. Ft. Office



State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

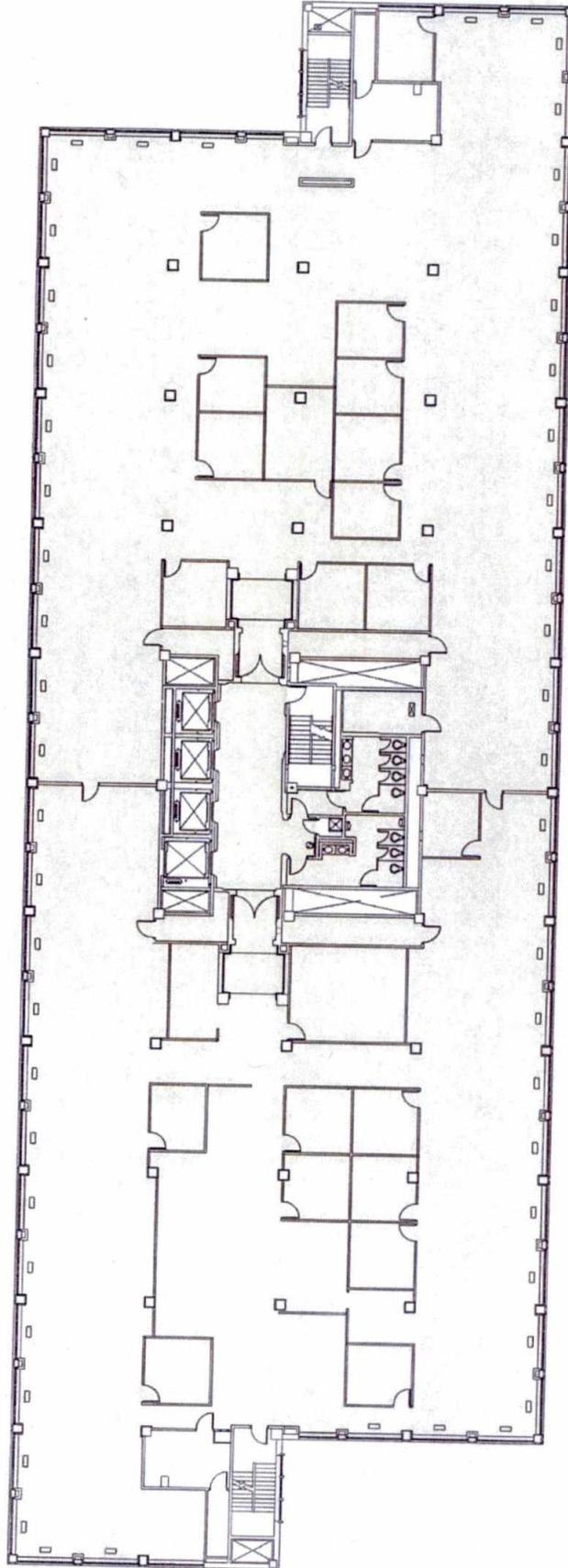
Notes / Remarks
EX16-FY17 Lease Renewal
5/1/2015

MnDOT Contract #: 1001209A03

Sixth Floor
0023101054-06

Drawn By: J. P. ...
Checked By: C. J. ...
Approved By: ...

9 of 13



Department - Division
Department of Transportation
23,278 Sq. Ft. Office

EXHIBIT A



State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks
EVL/EVL Lease Renewal
5/2/2015

Severed Floor
0023 1010562-07

Drawn By: J. [unclear]
Checked By: C. [unclear]
Approved By:

10 of 13

MnDOT Contract # 1001209A03

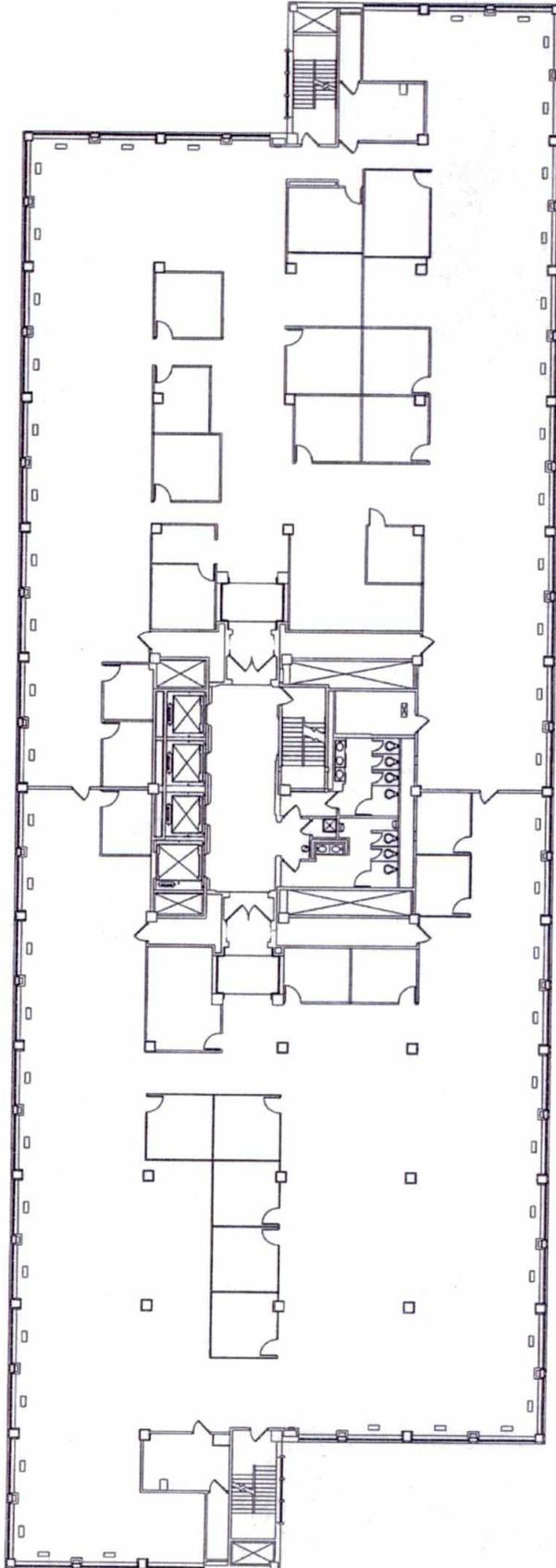


EXHIBIT A

Department - Division
Department of Transportation
23,253 Sq. Ft. Office



State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks
EXHIBIT Lease Renewal
5/1/2015

Eight Floor
00231010562-08

Drawn By: J. [unclear]
Checked By: [unclear]
Approved By: [unclear]

11 of 13

MnDOT Contract #: 1001209A03

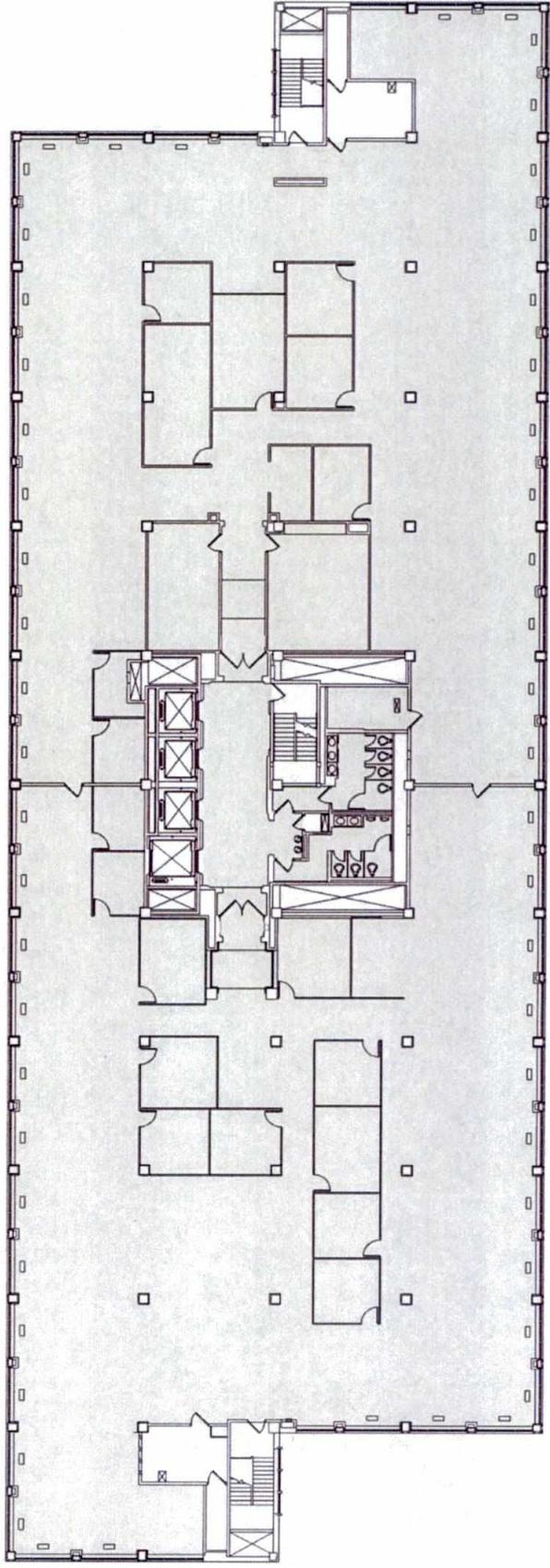


EXHIBIT A

Department - Division
Department of Transportation
23,127 Sq. Ft. Office

Page 12 of 13 Intentionally left blank

Page 13 of 13 Intentionally left blank

MnDOT Contract #: 1001209A03**I. DUTIES OF LESSOR**

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

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

The above terms and conditions in items a-f apply only when specific funds have not been appropriated for this purpose.

- g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LESSOR shall provide engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LESSOR-owned

MnDOT Contract #: 1001209A03

and under LESSOR'S custodial control.

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

2. UTILITY SERVICES

- a. **Heating** LESSOR shall provide the Leased Premises with heating facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use by LESSEE of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LESSOR may provide LESSEE with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:
 - (i) From October 1 through April 30, minimum temperatures shall be maintained
 - (a) Between 68° F to 70° F for all occupied areas.
 - (b) Between 65° F to 67° F for all lobbies, corridors and restrooms.
 - (c) Between 60° F to 62° F for all building entrances and storage areas.
 - (d) Temperature settings for all of the above referenced spaces will be lowered to between 60° F and 62° F during non-working hours.
 - (e) At a maximum of 55° F for all unoccupied and all vacated spaces.

MnDOT Contract #: 1001209A03

- (ii) LESSOR shall establish the area operating temperatures as follows:
 - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
 - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday and all State observed holidays.
 - (iii) Unless established to the contrary through a pre-approved interagency agreement, heating systems are set to operate as defined above. Building heating systems are not intended to be used for heating areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional heating beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR for the extended hours of operation.
- b. Cooling** LESSOR shall provide the Leased Premises with cooling infrastructure of a design capacity sufficient to maintain the Leased Premises with adequate cooling supply based on normal office usage. If LESSEE has LESSEE-owned equipment or LESSEE requires additional air conditioning operation beyond the established hours of operation or beyond a normal 'office' environment setting use, LESSEE shall be billed by LESSOR on a fee-for-service basis based on chilled water and electrical usage for the extended hours of operation or specialized use.
- (i) From May 1 through September 30, maximum temperatures shall be maintained as follows:
 - (a) Between 76° F to 78° F for all occupied areas excluding reheat systems.
 - (b) Temperature settings for all of the above referenced spaces will be increased to 85° F during non-working hours.
 - (c) Computer rooms and research facility temperatures will be maintained in accordance with the operating requirements of the equipment/research procedures.
 - (ii) LESSOR shall establish the area operating temperatures as follows:
 - (a) Working Hours-Between 7:00 a.m. and 5:00 p.m., Monday through Friday.
 - (b) Non-Working Hours-Between 5:00 p.m. and 7:00 a.m., Monday through Friday and from 5:00 p.m. Friday until 7:00 a.m. on Monday and all State observed holidays.
 - (iii) Unless established to the contrary through a pre-approved interagency agreement, cooling systems are set to operate as defined above. Building cooling systems are not intended to be used for cooling areas with LESSEE-owned equipment or LESSEE needs for extended hours of operation. If LESSEE has LESSEE-owned equipment or LESSEE requires additional air conditioning operation beyond the established hours of operation or for a normal "office" environment setting use, an interagency agreement shall be entered into with LESSOR and the cost for the additional hours of operation or specialized use shall be the responsibility of LESSEE. LESSEE will be billed by LESSOR for the extended hours of operation.
- c. Water/Sewage** LESSOR shall provide the Leased Premises with adequate water and sewage facilities of a design capacity sufficient to serve the Leased Premises.
- d. Ventilation** LESSOR shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2- 2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LESSOR as required by the application and the needs of the system. Unless established to the contrary through a pre-approved interagency agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.
- e. Electrical**
- (i) LESSOR shall provide the Leased Premises with electrical infrastructure of a design capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LESSOR. LESSEE- owned equipment, purchased and installed by LESSEE, or purchased and installed on behalf of LESSEE through a major construction or

MnDOT Contract #: 1001209A03

renovation project and/or LESSEE’S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of LESSEE at LESSEE’S cost. All LESSEE equipment installation to be approved in accordance with the provisions of this lease with LESSOR to ensure proper installation of powered equipment. LESSEE shall be billed by LESSOR on a fee-for-service basis based on actual electrical usage for the extended hours of operation or specialized use.

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

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

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

a. Office Cleaning

- Daily: Empty trash receptacles; replace liners, as necessary.
Pick up litter in remainder of other carpeted areas.
Spot clean carpeting.
- Weekly: Vacuum carpeted areas.
Dust mop hard surface main traffic aisles.
Dust mop hard surface areas.
Wet mop hard surface areas.
Spot clean partitions/door glass
- Monthly: Spot clean walls and doors.

MnDOT Contract #: 1001209A03

- Semi-Annual: Dust door frames.
 Dust accessible exterior window blinds, where applicable.
 Clean ceiling vents (under 12 feet).
 Clean-carpeted traffic aisles.
- 18 months: Clean carpet. May be extraction, tip cleaning or rotary shampooing.
- As Needed: Empty recyclable materials from common area collection containers and coordinate material pick up.

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

b. Lobby/Entrance Cleaning

- Daily: Empty/spot clean trash receptacles.
 Sweep hard surface floors.
 Wet mop hard surface floors.
 Clean walk off mats.
 Clean door glass; spot clean adjacent glass.
 Vacuum carpet.
 Clean interior and exterior of elevators.
 Wet mop open stairways in winter.
 Check/spot clean directories.
- Weekly: Detail/dust areas below 6 feet.
 Spot clean plate glass windows.
 Clean stairway handrails.
 Check/ spot clean public area furniture.
 Spot clean walls.
 Wet mop open stairways.
- As Needed: Scrub and coat hard surface floors.
 Strip, seal and finish hard surface floors.
 Buff/burnish accessible hard surface floors.
 Clean carpet.
 Clean thresholds, kick plates and door frames.

c. Hard Surface Floor Care – Common Areas

- Daily: Spot mop spills/splashes.
- Weekly: Wet mop/auto scrub floor surfaces.
 Buff/burnish floors.
 Dust mop wall to wall.
- As Needed: Heavy scrub and recoat floor finish.
 Strip, seal and finish hard surface floors.

d. Hard Surface Floor Care – Work Areas

- Weekly: Dust mop & wet mop wall to wall.
 Wet mop/auto scrub wall to wall.
 Buff/burnish accessible floor areas.
- As Needed: Heavy scrub and recoat floors.
 Strip, seal and finish.

MnDOT Contract #: 1001209A03

e. Restroom Cleaning

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

Monthly: Machine scrub floors.

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

f. Shower room/stall cleaning

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

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

g. Miscellaneous Cleaning

Daily: Sanitize drinking fountains.
 Remove unapproved posters or outdated posters/bulletins.

Weekly: Dust hallway fixtures, i.e., pictures, fire extinguishers.
 Check/spot clean interior stairwells.

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

B. The Department of Administration, **Real Estate and Construction Services (RECS)** shall be responsible for:

1. Allocation and inventory of state-owned space under the custodial control of the Plant Management Division.
2. Preparation and processing of lease documents.

II. DUTIES OF LESSEE

A. TRANSFERABILITY LESSEE shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

B. DESIGNATED STAFF PERSON LESSEE will designate at least 1 key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LESSOR'S Building Manager. This will include but not be limited to building surveys, LESSOR initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LESSOR on postings of work which may affect the building tenants or building operations. LESSEE will also designate at least 1 key contact person who shall be responsible and can be contacted after normal business hours in the event of an emergency.

C. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

- 1. LESSEE agrees to:
 - a. Ensure LESSEE’S employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the LESSEE.
 - b. Ensure shipments of recyclables do not contain contaminating materials.
 - c. Use recycling containers and equipment only for designated recycling purposes.
 - d. Direct general waste and recycling questions to LESSOR’S Building Manager or designee.
 - e. Recycle confidential materials.
 - f. Transfer recycling materials from desk side containers to common area collection containers.
 - g. Provide a designated Champion for recycling communications and compliance.

D. HAZARDOUS WASTE

- 1. If LESSEE is a generator of hazardous waste as defined in the Minnesota Pollution Control Agency Hazardous Waste Rules, Chapters 7001, 7045 and 7046, and/or any local jurisdiction’s hazardous waste management ordinance(s), it shall obtain a license to generate the hazardous waste and provide LESSOR with a copy of its license agreement no later than thirty (30) days after the execution of this Lease. LESSEE shall also provide LESSOR with a copy of its annual Hazardous Waste Report each year thereafter.
- 2. In the event LESSEE vacates Leased Premises, LESSEE shall have a closure inspection conducted by the local jurisdiction’s public or environmental health unit and the results of such inspection shall be forwarded by LESSEE to LESSOR no later than thirty (30) days from the date LESSEE vacated the Leased Premises. Any hazardous waste violations or other issues identified in the closure inspection shall be remedied by LESSEE at LESSEE’S expense.

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

F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES

Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LESSOR, 2. Utility Services, parts a & b).

- 1. LESSEE agrees to conserve energy and natural resources by turning off lights, appliances and office electronics when not in use. LESSOR may provide LESSEE with instructions defining optimal use.
- 2. LESSEE shall be responsible for utility costs for utilities requested for program needs beyond those provided as part of this agreement or outside normally established hours of operation. This includes ventilation with additional cooling or heating outside normally established hours of operation and electricity for significant computer room loads, UPS systems or major appliances if determined by LESSOR to be beyond those provided for in this agreement, either during or outside normal building operating hours.
- 3. LESSOR will measure utility usage in appropriate units and charge LESSEE for the cost per unit of the utility. LESSEE shall promptly reimburse LESSOR upon receipt of invoice for utility services.

G. USE OF SPACE

- 1. LESSEE agrees not to use the Leased Premises in any way which, in the judgment and discretion of LESSOR, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor

MnDOT Contract #: 1001209A03

shall LESSEE use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.

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

3. LESSEE agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules

Governing Public Rallies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by LESSEE, LESSEE'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.

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

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

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

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

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

8. LESSEE is responsible for all interior ADA accommodations.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

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

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

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

I. **KEYS** Additional keys needed by LESSEE beyond those provided by LESSOR shall be obtained from LESSOR on a fee-for-service basis through LESSOR'S Repair and Other Jobs activity. LESSEE is responsible for returning all keys issued for the Leased Premises upon termination of the Lease.

MnDOT Contract #: 1001209A03

- J. **SECURITY SERVICES** LESSEE shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, emergency call boxes, access control devices, and cameras.
- K. **SIGNAGE** Identification of space within leased premises is the responsibility of the LESSEE.
- L. **BUILDING MANAGEMENT SERVICES** LESSEE will pay all invoices regarding:
1. CARPET. If LESSEE desires any carpet and LESSOR does not have funding available or does not agree carpet has reached the end of useful life, LESSOR will contract, install and invoice LESSEE.
 2. INTERIOR DECORATION. If LESSEE desires a different type of wall treatment, different quality of paint or decided it has reached the end of useful life, LESSOR will contract and invoice the LESSEE.
 3. WINDOW TREATMENTS. If LESSEE desires a different type of window treatment or decided it has reached the end of useful life, LESSOR will contract and invoice the LESSEE.
- M. **COMMUNICATION** LESSEE shall submit LESSEE initiated building postings to LESSOR'S Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.
- N. **MODIFICATIONS TO LEASED SPACE**
1. LESSEE shall contact LESSOR to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LESSOR or their designee. Implementation of the work shall be performed either by:
 - a. Licensed contractor, as authorized by LESSOR, under contract with the LESSOR.
 - b. Licensed contractor, as authorized by LESSOR, under contract with LESSEE. Such contracts must be approved by LESSOR prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.
 2. At the time LESSEE vacates the Leased Premises, LESSEE shall, at LESSOR'S option be responsible for restoration of the Leased Premises which have been modified by the LESSEE since July 1, 2009. The Leased Premises shall be returned to its original condition by LESSOR at LESSEE'S expense.
- O. **PERSONAL PROPERTY** UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LESSOR. Personal items such as space heaters, bicycles, segways or animals (including pets but not including service animals), are not allowed inside LESSOR managed facilities.
- P. **PLANTS** LESSEE shall ensure that all plants are properly maintained. LESSEE will be responsible for any damages as a result of plants.

DEPARTMENTAL LEASE

LESSOR: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as LESSEE) Transportation	
BUILDING NAME/ADDRESS Transportation Building, 395 John Ireland Boulevard	DIVISION/SECTION NAME

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of two hundred fifty five thousand three hundred fifteen (255,315) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,749	Office
Ground	2,373	Shared
First	44,296	Office
Second	22,821	Office
Third	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,126	Office
TOTAL	255,315	

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

FY: 18		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
7/1/17- 6/30/18	Basement	25,668		\$18.95		\$40,534.05	\$121,602.15	\$486,408.60
	Basement		2,238		\$7.50	\$1,398.75	\$4,196.25	\$16,785.00
	Ground	22,122		\$18.95		\$34,934.33	\$104,802.99	\$419,211.96
	First	44,296		\$18.95		\$69,950.77	\$209,852.31	\$839,409.24
	Second	22,821		\$18.95		\$36,038.16	\$108,114.48	\$432,457.92
	Third	22,866		\$18.95		\$36,109.23	\$108,327.69	\$433,310.76
	Fourth	22,711		\$18.95		\$35,864.45	\$107,593.35	\$430,373.40
	Fifth	22,936		\$18.95		\$36,219.77	\$108,659.31	\$434,637.24
	Sixth	23,278		\$18.95		\$36,759.84	\$110,279.52	\$441,118.08
	Seventh	23,253		\$18.95		\$36,720.36	\$110,161.08	\$440,644.32
	Eighth	23,126		\$18.95		\$36,519.81	\$109,559.43	\$438,237.72
TOTAL		253,077	2,238			\$401,049.52	\$1,203,148.56	\$4,812,594.24

FY: 19		SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
LEASE PERIOD	ROOM OR FLOOR	OFFICE	STORAGE	OFFICE	STORAGE			
7/1/18 - 6/30/19	Basement	25,668		\$19.50		\$41,710.50	\$125,131.50	\$500,526.00
	Basement		2,238		\$7.50	\$1,398.75	\$4,196.25	\$16,785.00
	Ground	22,122		\$19.50		\$35,948.25	\$107,844.75	\$431,379.00
	First	44,296		\$19.50		\$71,981.00	\$215,943.00	\$863,772.00
	Second	22,821		\$19.50		\$37,084.13	\$111,252.39	\$445,009.56
	Third	22,866		\$19.50		\$37,157.25	\$111,471.75	\$445,887.00
	Fourth	22,711		\$19.50		\$36,905.38	\$110,716.14	\$442,864.56
	Fifth	22,936		\$19.50		\$37,271.00	\$111,813.00	\$447,252.00
	Sixth	23,278		\$19.50		\$37,826.75	\$113,480.25	\$453,921.00
	Seventh	23,253		\$19.50		\$37,786.13	\$113,358.39	\$453,433.56
	Eighth	23,126		\$19.50		\$37,579.75	\$112,739.25	\$450,957.00
TOTAL		253,077	2,238			\$412,648.89	\$1,237,946.67	\$4,951,786.68

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

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

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By *Susan T. Estes*
REAL ESTATE AND CONSTRUCTION SERVICES

Date 8/9/17

LESSEE:
TRANSPORTATION

By *Suzanne Marie S. Thayer*
Title *Minneapolis Office Administration, Director*

Date 8-4-2017

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By *Kari Seedy*
Title *Bus Operations Mgr*

Date 8-1-17

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

By *[Signature]*

Date 8/3/17

Contract No. 99277 / 371519

Minnesota Department of Transportation
Contract Management

By: *[Signature]*

Date: 8-8-2017



State
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Minnesota
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Administration
Real Estate and
Construction
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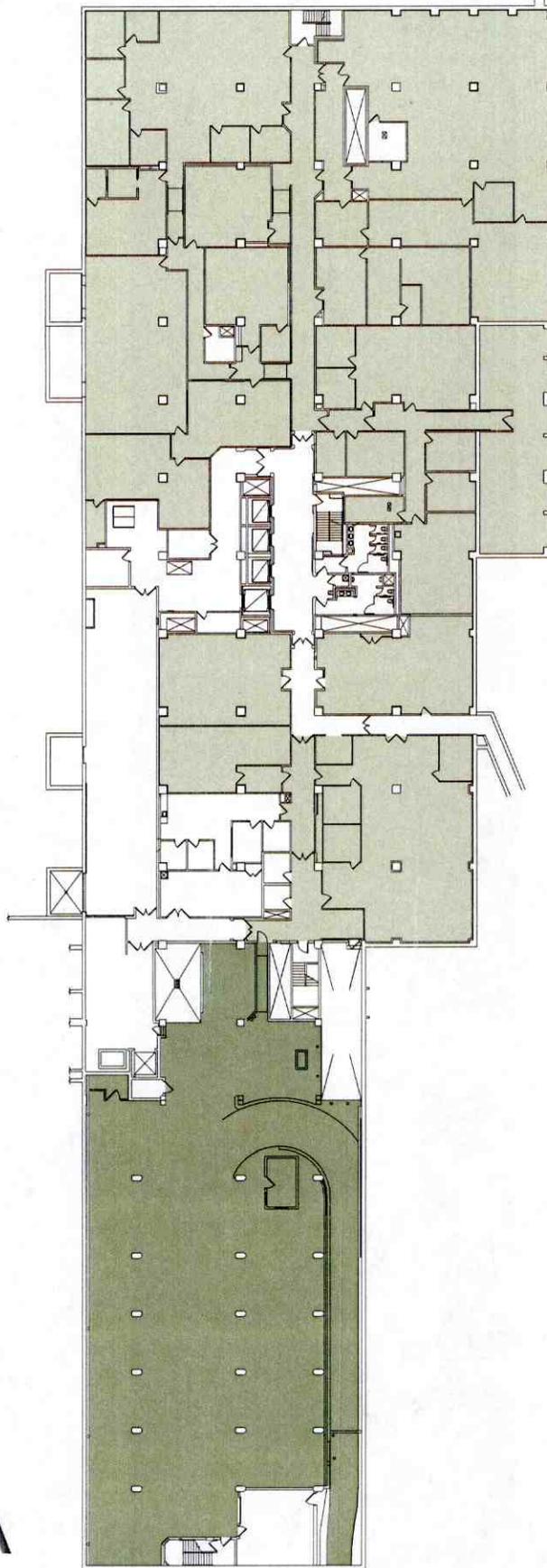
Transportation
Building
310105

Notes / Remarks
2016-2017 Lease Renewal
5/1/2015

Basement
G0231010862.1.L

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

EXHIBIT A



Department - Division
Department of Transportation
25,668 Sq. Ft. Office
2,238 Sq. Ft. Storage



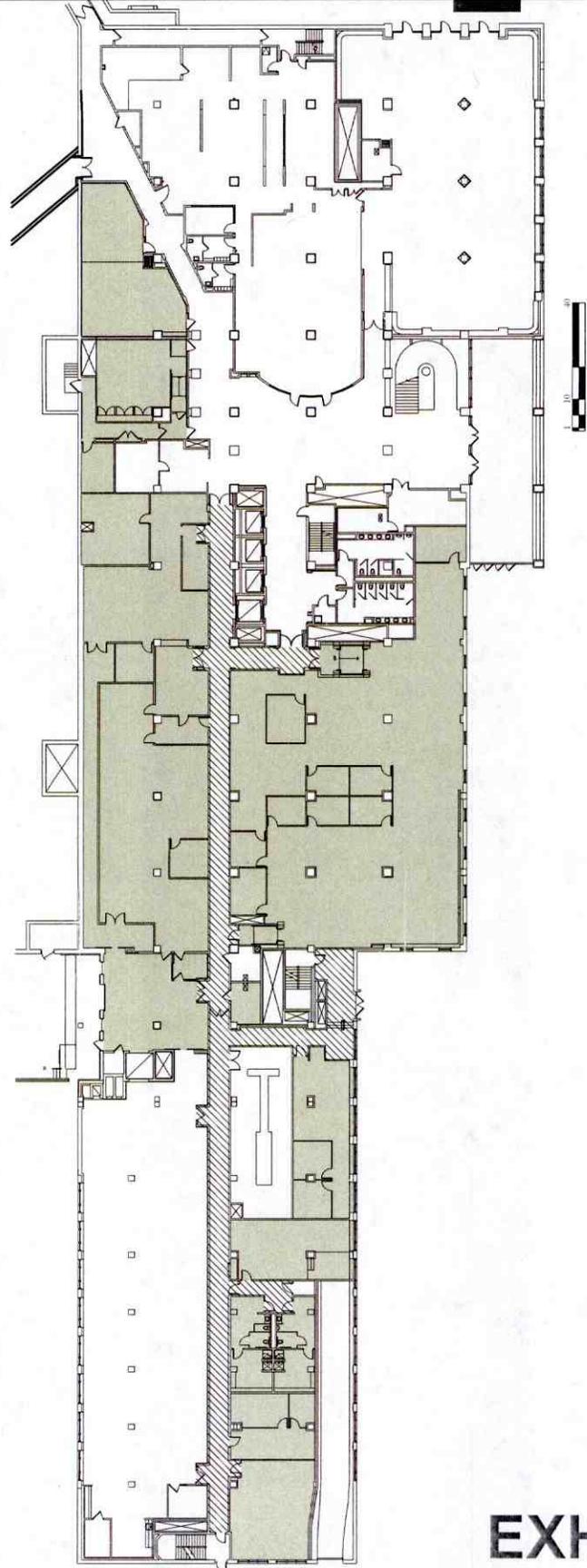
State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks
CY16.171 Lease Renewal
2/1/2015

Ground Floor
G0231010567-GR

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



Department - Division
Department of Transportation
19,749 Sq. Ft. Office
2,373 Sq. Ft. Prorated Portion of Shared Space

EXHIBIT A



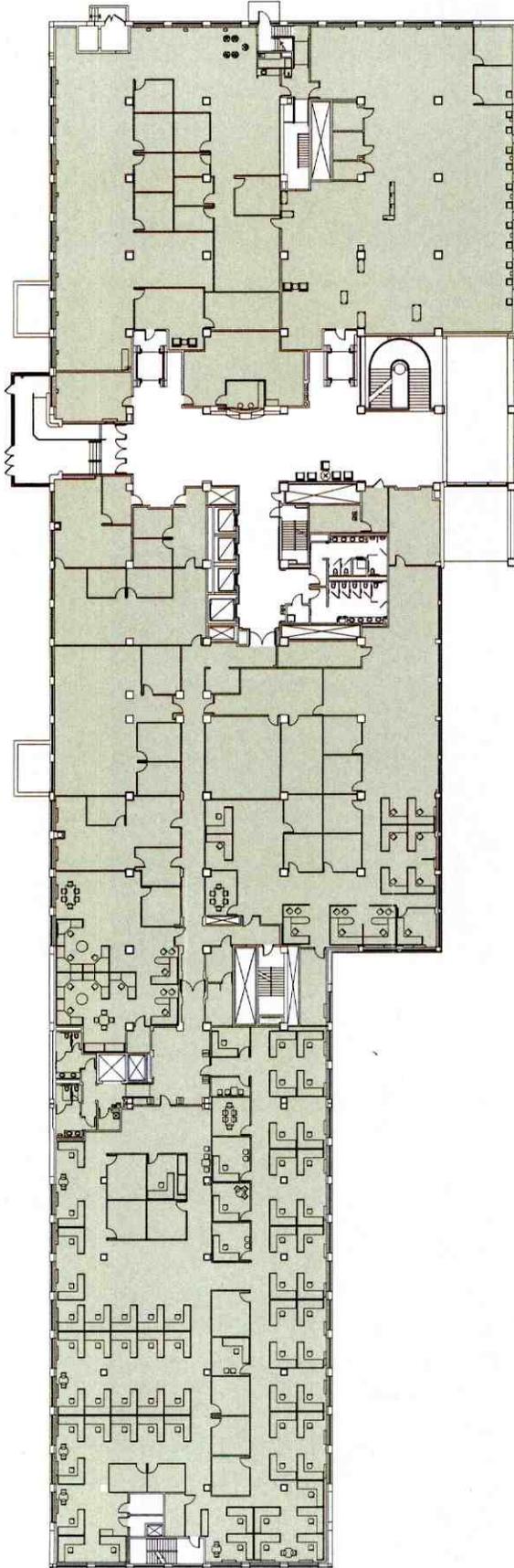
State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks
12/16/17 Lease Renewal
3/1/2015

First Floor
G0231010562-01

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



Department - Division
Department of Transportation
44,296 Sq. Ft. Office



EXHIBIT A



State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks
E2116 EY17 Lease Renewal
5/12/2015

Second Floor
G0231010562-02

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

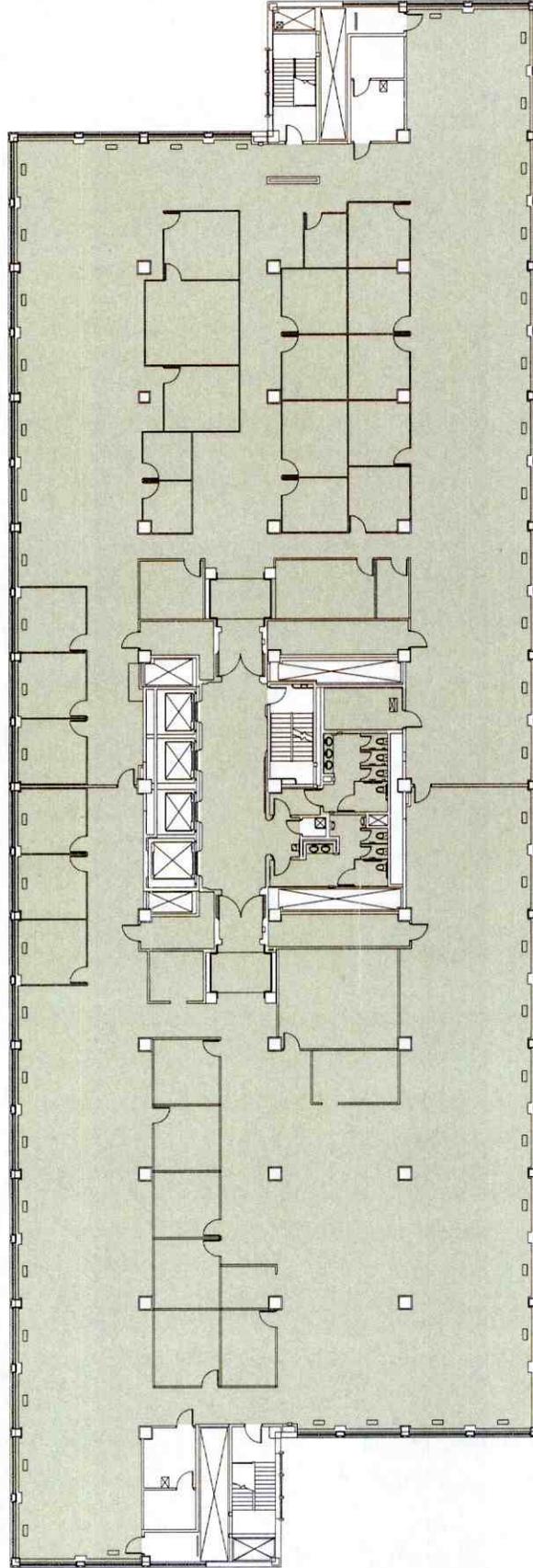


EXHIBIT A

Department - Division
Department of Transportation
22,821 Sq. Ft. Office





State of Minnesota
 Department of Administration
 Real Estate and Construction Services

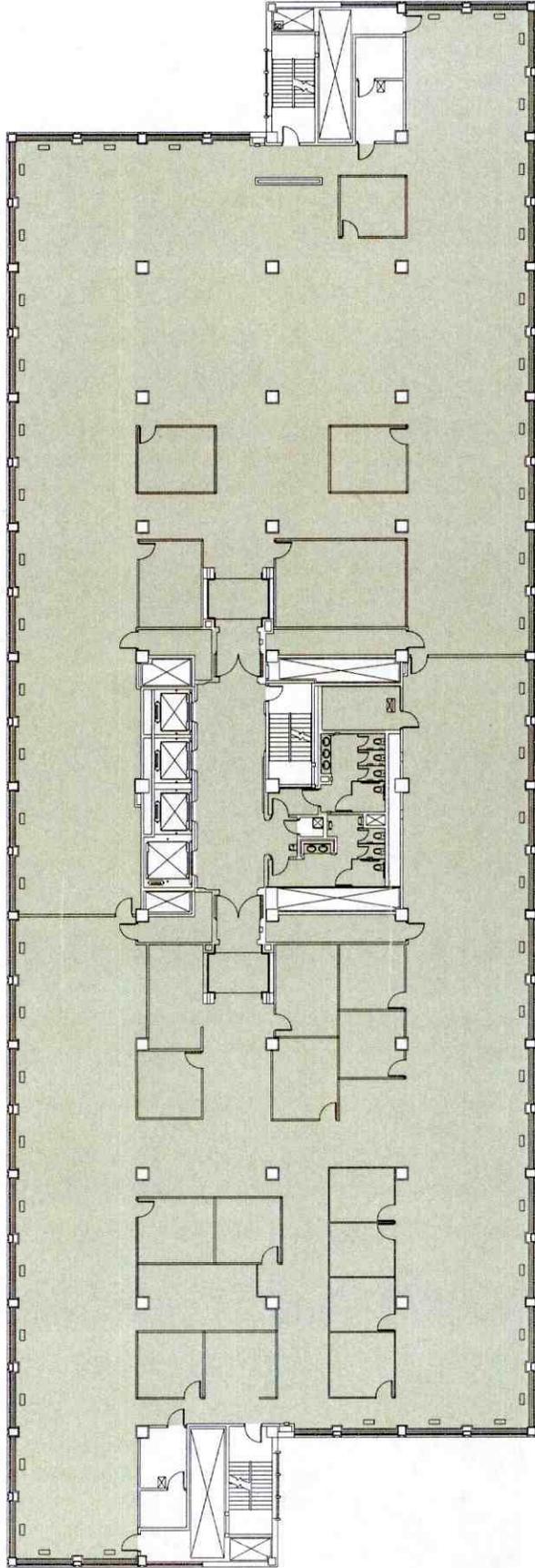
Transportation Building
 310105

Notes / Remarks
 DATE: 01/17/2015
 5/17/2015

Third Floor
 G0231010562.03

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

EXHIBIT A



Department - Division
 Department of Transportation
 22,866 Sq. Ft. Office





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Real Estate and
Construction
Services

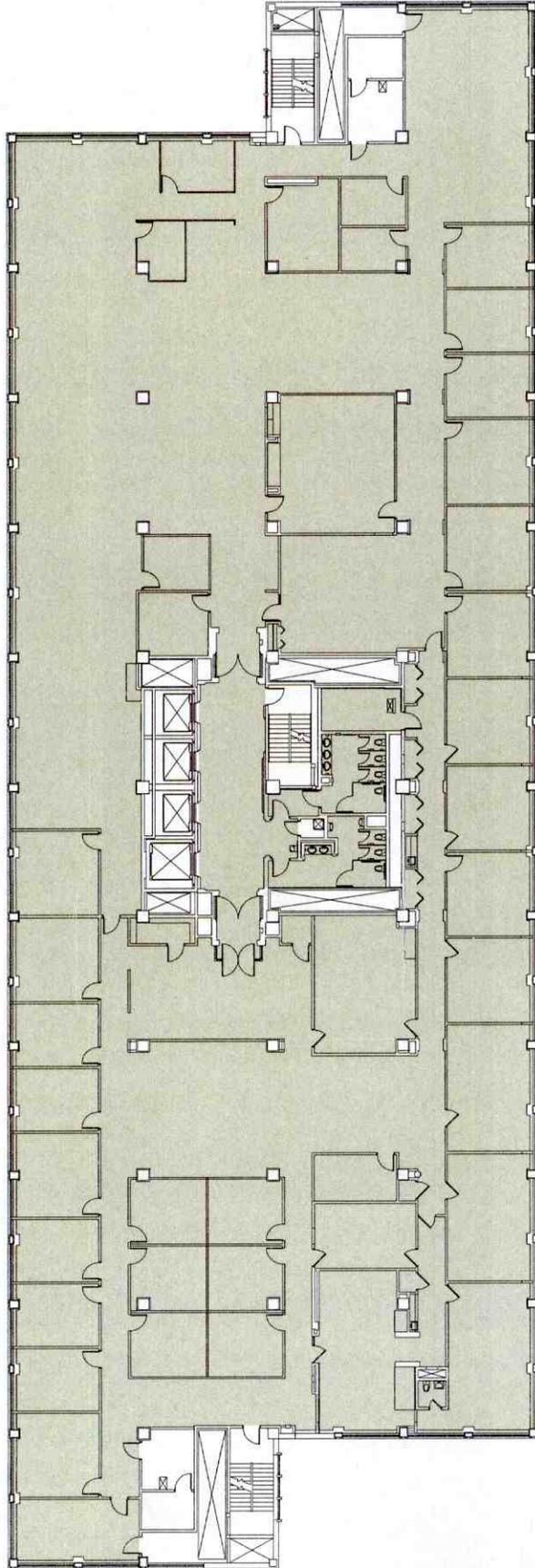
Transportation
Building
310105

Notes / Remarks
R3116.0117 Lease Renewal
5.1.2015

Fourth Floor
G031010562.04

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

EXHIBIT A



Department - Division
Department of Transportation
22,711 Sq. Ft. Office





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Real Estate and
Construction
Services

Transportation
Building
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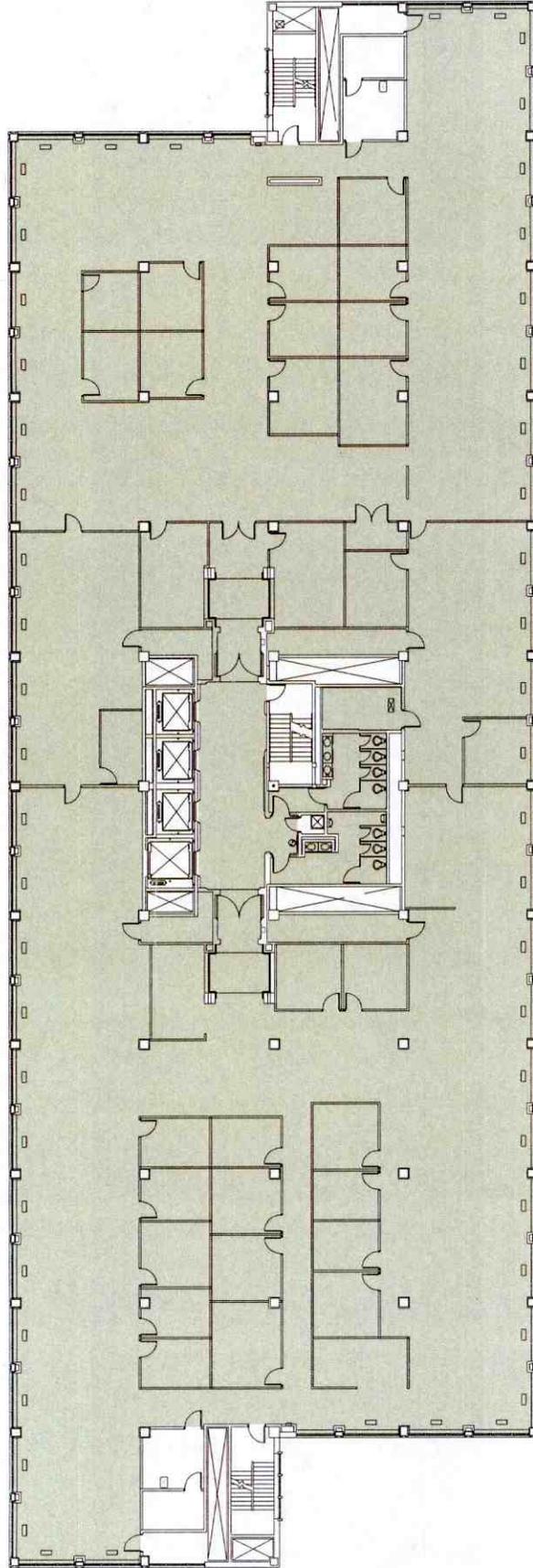
Notes / Remarks
EXHIBIT A - Office Renovation
5/1/2015

Fifth Floor
G0231010562-05

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

8 of 13

EXHIBIT A



Department - Division
Department of Transportation
22,936 Sq. Ft. Office





State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

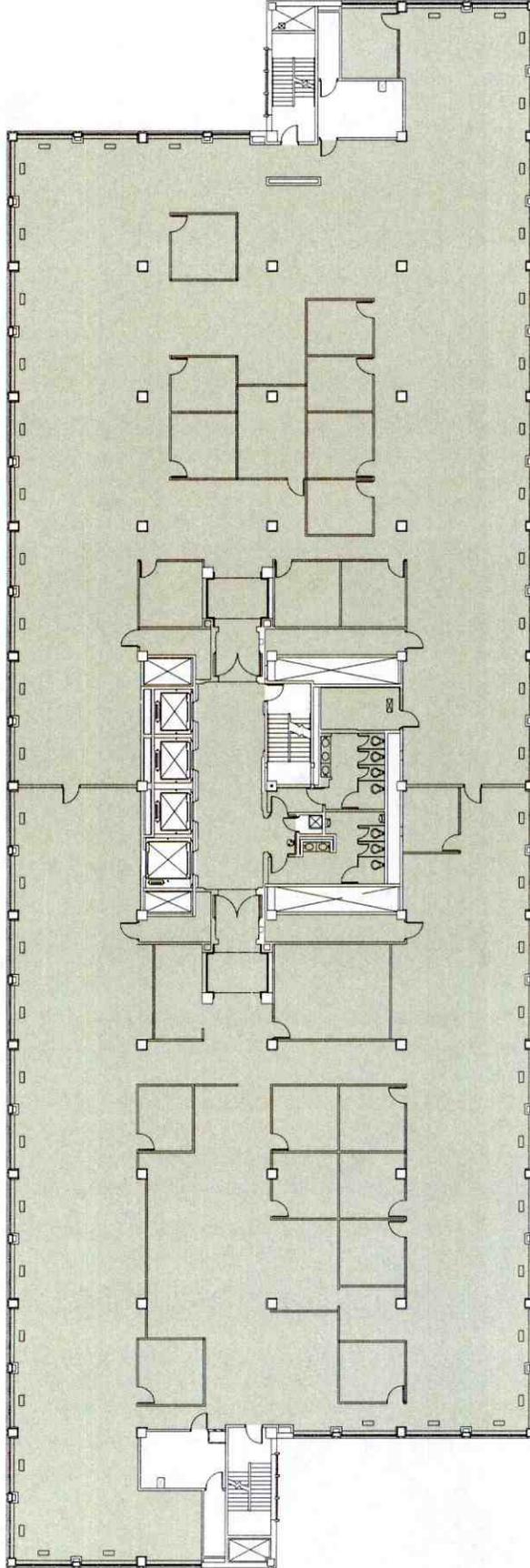
Notes / Remarks
EX16-1717 Lease Renewal
5/1/2015

Sixth Floor
G0231010562-06

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

9 of 13

EXHIBIT A



Department - Division
Department of Transportation
23,278 Sq. Ft. Office



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Transportation Building
 310105

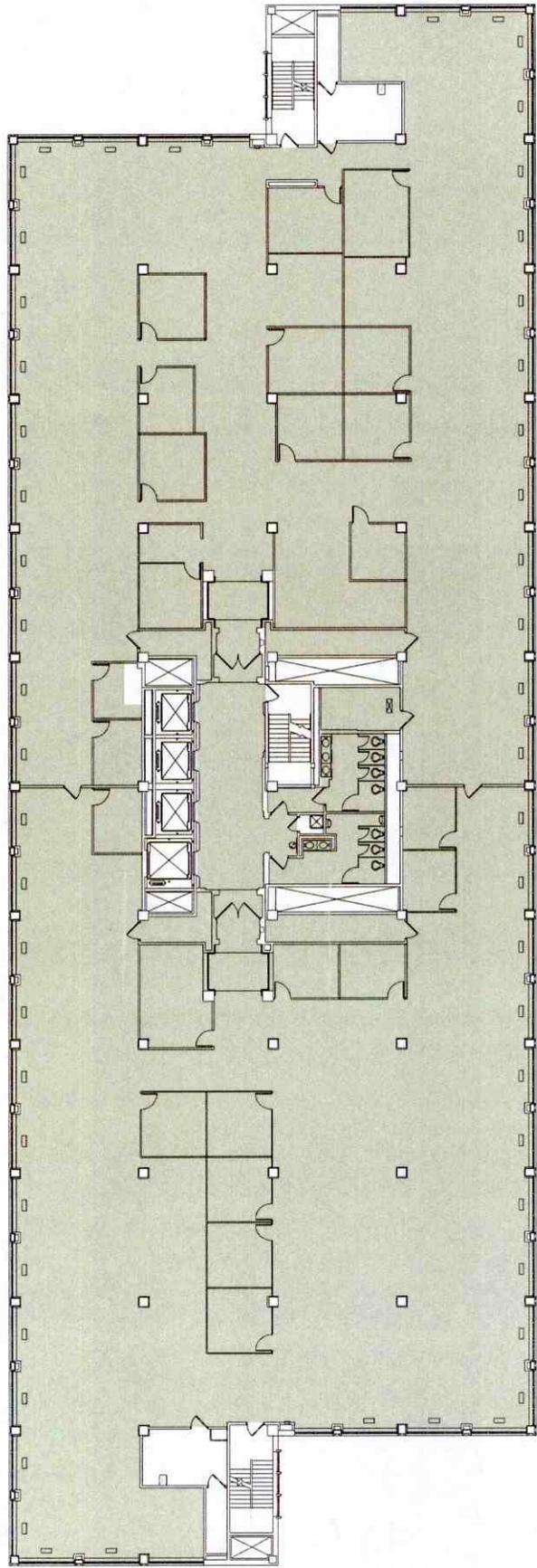
Notes / Remarks
 EY16/EY17 Lease Renewal
 \$1,2015

Seventh Floor
 6023101060-07

Drawn By: J. Pinksoth
 Checked By: C. Bergmann
 Approved By:

10 of 13

EXHIBIT A



Department - Division
 Department of Transportation
 23,253 Sq. Ft. Office



I. **DUTIES OF LANDLORD**

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

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

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

2. UTILITY SERVICES

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

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

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

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

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

e. Electrical

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

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

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

a. Office Cleaning

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

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

b. Lobby/Entrance Cleaning

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

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

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

c. Hard Surface Floor Care – Common Areas

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

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

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

d. Hard Surface Floor Care – Work Areas

Daily: Dust accessible areas.
Wet mop other areas.

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

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

e. Restroom Cleaning

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

Monthly: Machine scrub floors.
Sanitize waste receptacles.

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

f. Shower room/stall cleaning

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

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

g. Miscellaneous Cleaning

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

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

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

II. **DUTIES OF TENANT**

- A. **TRANSFERABILITY** TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.
- B. **DESIGNATED STAFF PERSON** TENANT will designate at least 1 key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LANDLORD'S Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, recycling, reuse and sustainability issues, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least 1 key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.

C. **REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY**

1. TENANT agrees to:
 - a. Ensure TENANT'S employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.
 - b. Ensure shipments of recyclables do not contain contaminating materials.
 - c. Use recycling containers and equipment only for designated recycling purposes.
 - d. Direct general waste and recycling questions to LANDLORD'S Building Manager or designee.
 - e. Recycle confidential materials.
 - f. Transfer recycling materials from desk side containers to common area collection containers.
 - g. Provide a designated Champion for recycling communications and compliance.
 - h. TENANT shall notify LANDLORD of recyclable collection through other than LANDLORD contract vendors.

D. **HAZARDOUS WASTE**

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

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

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

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

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

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

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

G. USE OF LEASED PREMISES

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

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

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

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

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

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

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

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

and other pests from entering.

8. TENANT is responsible for all interior ADA accommodations.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

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

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

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

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

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

K. SIGNAGE

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

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

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

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

N. MODIFICATIONS TO LEASED PREMISES

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

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

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

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

MNDot Contract
1001209

LEASE NO 807
FISCAL YEAR: 20-21

DEPARTMENTAL LEASE

LANDLORD: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as TENANT) Transportation	
BUILDING NAME/ADDRESS Transportation Building, 395 John Ireland Boulevard	DIVISION/SECTION NAME

TERMS AND CONDITIONS.

1. **LEASED PREMISES** LANDLORD grants and TENANT accepts the lease of two hundred fifty five thousand three hundred fifteen (255,315) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

Level/Suite No	Square Feet	Use
Basement	25,668	Office
Basement	2,238	Storage
Ground	19,749	Office
Ground	2,373	Shared
First	44,296	Office
Second	22,821	Office
Thrd	22,866	Office
Fourth	22,711	Office
Fifth	22,936	Office
Sixth	23,278	Office
Seventh	23,253	Office
Eighth	23,126	Office
TOTAL	255,315	

2. **TERM** The term of this Lease is two (2) years, commencing July 1, 2019 and continuing through June 30, 2021.
3. **RENT** TENANT agrees to pay to LANDLORD rent in accordance with the rent schedule set forth below:

FY: 20	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/19 - 6/30/20	Basement	25,668		\$19.50		\$41,710.50	\$125,131.50	\$500,526.00
	Basement		2,238	\$19.50	\$8.00	\$1,492.00	\$4,476.00	\$17,904.00
	Ground	22,122		\$19.50		\$35,948.25	\$107,844.75	\$431,379.00
	First	44,296		\$19.50		\$71,981.00	\$215,943.00	\$863,772.00
	Second	22,821		\$19.50		\$37,084.13	\$111,252.39	\$445,009.56
	Thrd	22,866		\$19.50		\$37,157.25	\$111,471.75	\$445,887.00
	Fourth	22,711		\$19.50		\$36,905.38	\$110,716.14	\$442,864.56
	Fifth	22,936		\$19.50		\$37,271.00	\$111,813.00	\$447,252.00
	Sixth	23,278		\$19.50		\$37,826.75	\$113,480.25	\$453,921.00
	Seventh	23,253		\$19.50		\$37,786.13	\$113,358.39	\$453,433.56
	Eighth	23,126		\$19.50		\$37,579.75	\$112,739.25	\$450,957.00
TOTAL		253,077	2,238			\$412,742.14	\$1,238,226.42	\$4,952,905.68

FY: 21	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/20 - 6/30/21	Basement	25,668		\$19.50		\$41,710.50	\$125,131.50	\$500,526.00
	Basement		2,238		\$8.00	\$1,492.00	\$4,476.00	\$17,904.00
	Ground	22,122		\$19.50		\$35,948.25	\$107,844.75	\$431,379.00
	First	44,296		\$19.50		\$71,981.00	\$215,943.00	\$863,772.00
	Second	22,821		\$19.50		\$37,084.13	\$111,252.39	\$445,009.56
	Thrd	22,866		\$19.50		\$37,157.25	\$111,471.75	\$445,887.00
	Fourth	22,711		\$19.50		\$36,905.38	\$110,716.14	\$442,864.56
	Fifth	22,936		\$19.50		\$37,271.00	\$111,813.00	\$447,252.00
	Sixth	23,278		\$19.50		\$37,826.75	\$113,480.25	\$453,921.00
	Seventh	23,253		\$19.50		\$37,786.13	\$113,358.39	\$453,433.56
	Eighth	23,126		\$19.50		\$37,579.75	\$112,739.25	\$450,957.00
TOTAL		253,077	2,238			\$412,742.14	\$1,238,226.42	\$4,952,905.68

4. **DUTIES OF LANDLORD AND TENANT** See Exhibit B.
1. **TENANT ACCEPTANCE** The lease of the above-described premises is hereby acknowledged on the terms and conditions set forth herein. An amendment to this Lease shall be prepared promptly upon any changes in the terms or conditions of the Lease.
6. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

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

LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By: *Paul Steinhilber*
REAL ESTATE AND CONSTRUCTION SERVICES
Date: 6-28-19

TENANT:
TRANSPORTATION

By: *Supanne Marie S. Thayer*
Title: Director
Date: 6/28/19

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By: *Kam Suckky*
Title: Bus Operations Mgr
Date: 6-22-19

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.18 and §16C.05.

By: *[Signature]*
Date: 6/28/19
Contract No. 99277 / Po # 484633

Minnesota Department of Transportation
Contract Management

By: *Thyane Gault*
Date: 6/28/2019



State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks
EVALUATE LOAN REPAIRS
SUGGEST

Basement
0021010662-LL

Drawn By: J. Probst
Checked By: C. Bertram
Approved By:

2 of 11



EXHIBIT A

Department - Division
Department of Transportation
25,668 Sq. Ft. Office
2,238 Sq. Ft. Storage





State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

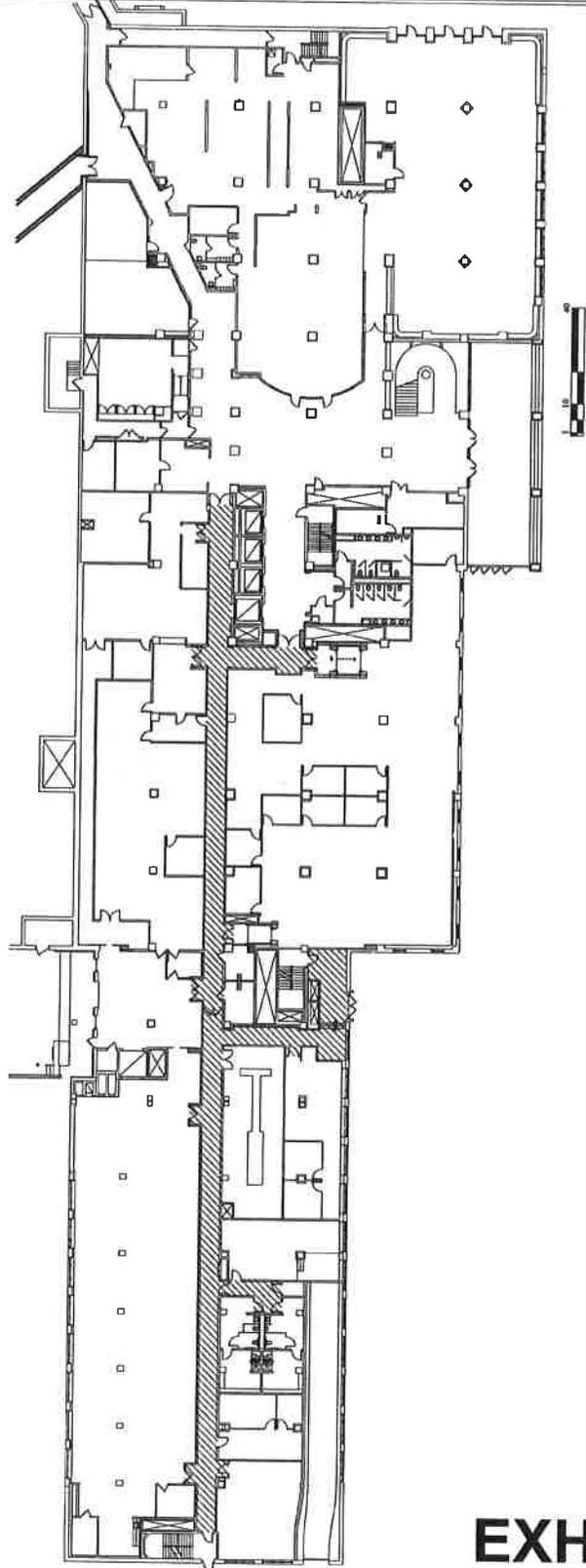
Transportation
Building
310105

Notes / Remarks
K16117 Lease Extension
3/7/05

Ground Floor
0021010662-GR

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

3 of 13



Department - Division
Department of Transportation
19,749 Sq. Ft. Office
2,373 Sq. Ft. Prorated Portion of Shared Space

□
▨

EXHIBIT A



State of Minnesota

Department of Administration
Real Estate and Construction Services

Transportation Building
G0231010562

Notes / Remarks

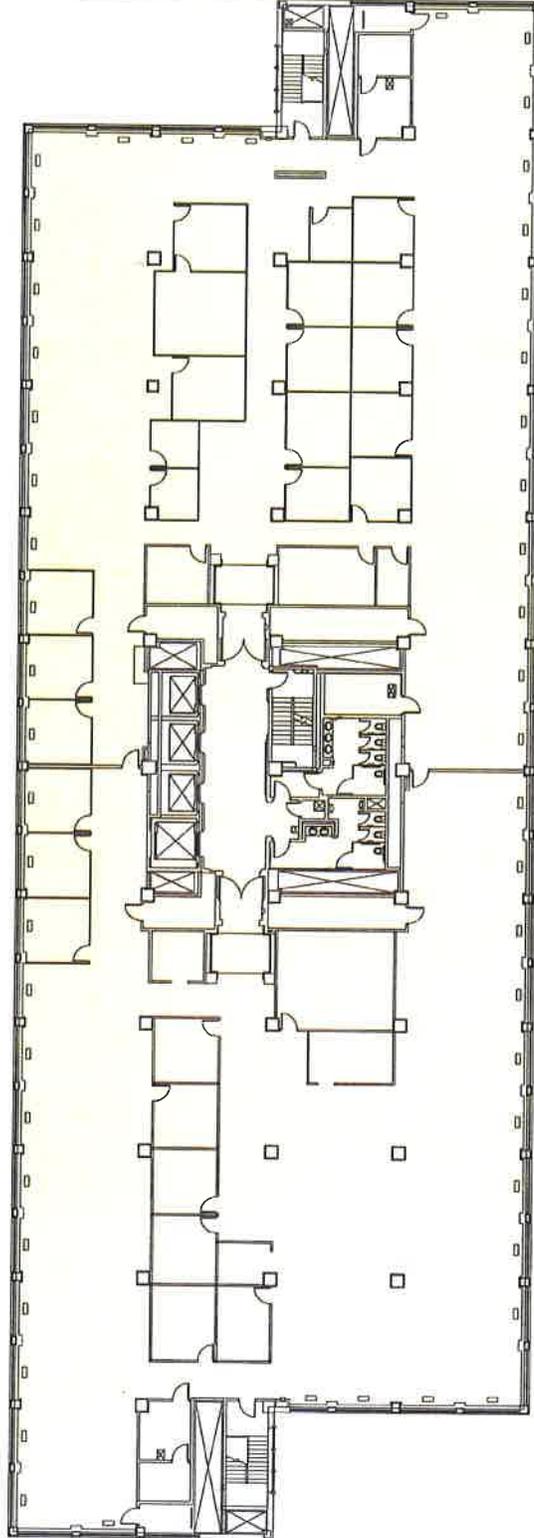
- 9/29/00 Original - NAHF
- 11/28/00 Review - NAHF
- 1/29/01 Review - NAHF
- May 2001
- August 2001
- 4/12/02 Rate Package C Bergstrom
- 4/19/04 Rate Package C Bergstrom
- 4/1/06 Rate Package C Bergstrom
- 4/3/08 Rate Package Jesse Oates
- 12/07/09 Rate Package Jedd Prokash
- 1/11/12 Rate Package Tim Olson
- 3/11/14 Rate Package Lauren Klumbunde
- 3/4/16 Rate Package Ray Mosberger
- 4/27/18 Rate Package M. Norton

Department - Division
Department of Transportation

Second Floor

Q:\DWGs\G02\G0231010562-02.dwg

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





State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks:
EY/6/21/16/Leanne.Ramson
5/17/2015

First Floor
60211010562-01

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

4 of 13

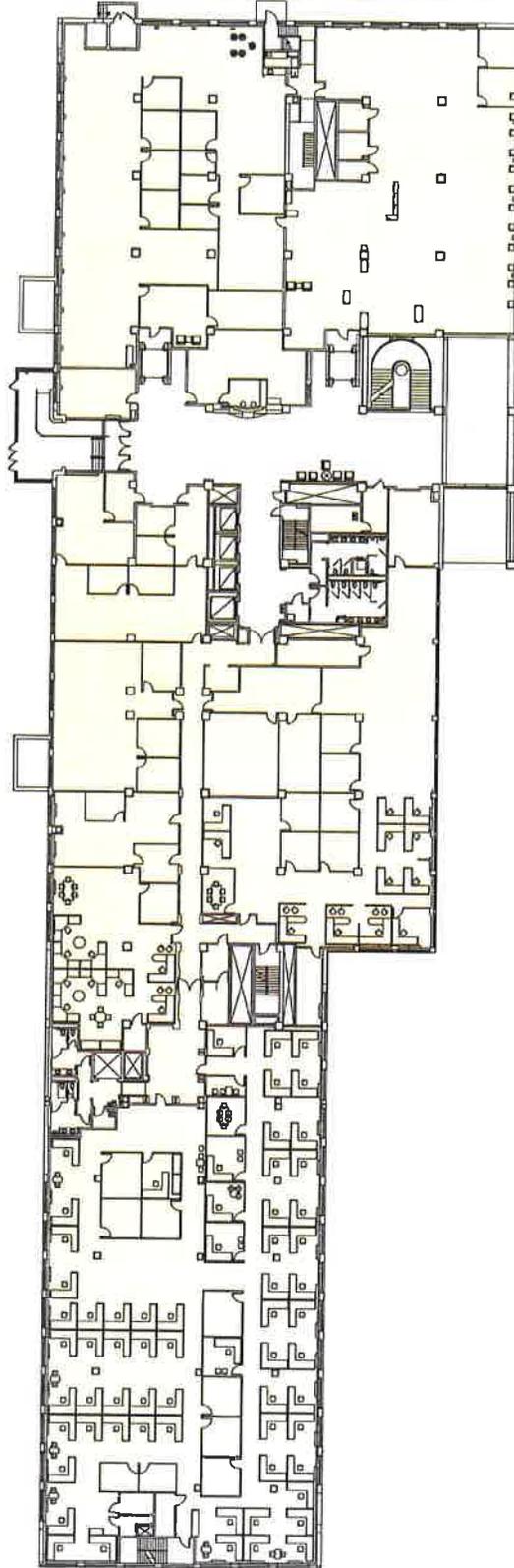


EXHIBIT A

Department - Division
Department of Transportation
44,296 Sq. Ft. Office



State
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Minnesota
Department
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Administration
Real Estate and
Construction
Services

Transportation
Building
310105

Notes / Remarks
EX/LS/ET/LL/Lease/Request/1
4/1/2015

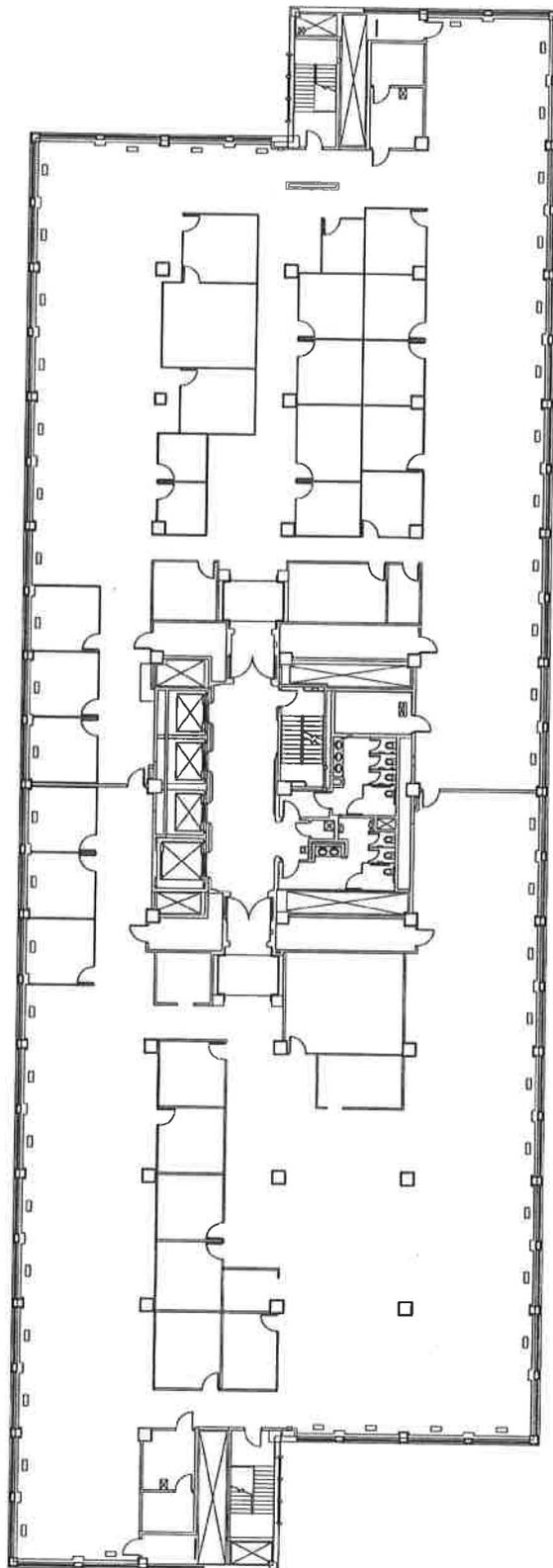
Second Floor

G0231010562.02

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

5 of 13

EXHIBIT A



Department - Division
Department of Transportation
22,821 Sq. Ft. Office





State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Transportation Building
 310105

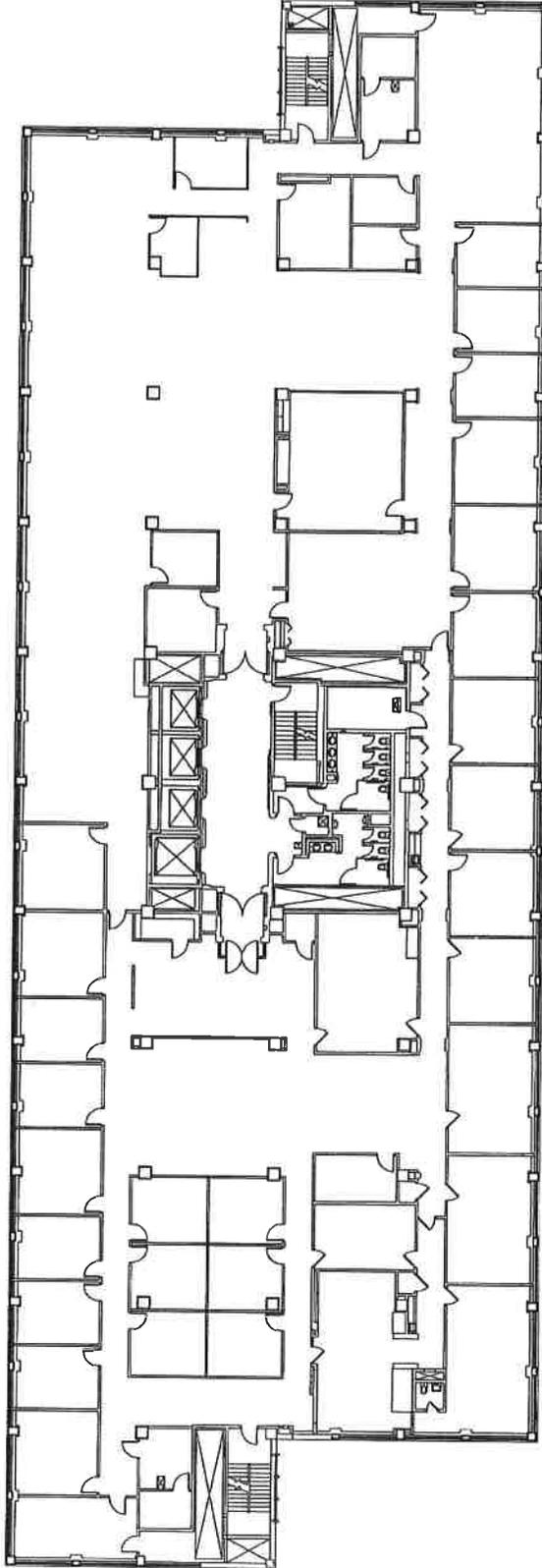
Notes / Remarks
 EX16491711 name, General
 6/17/2011

Fourth Floor
 00231010562-04

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

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EXHIBIT A



Department - Division
 Department of Transportation
 22,711 Sq. Ft. Office



State
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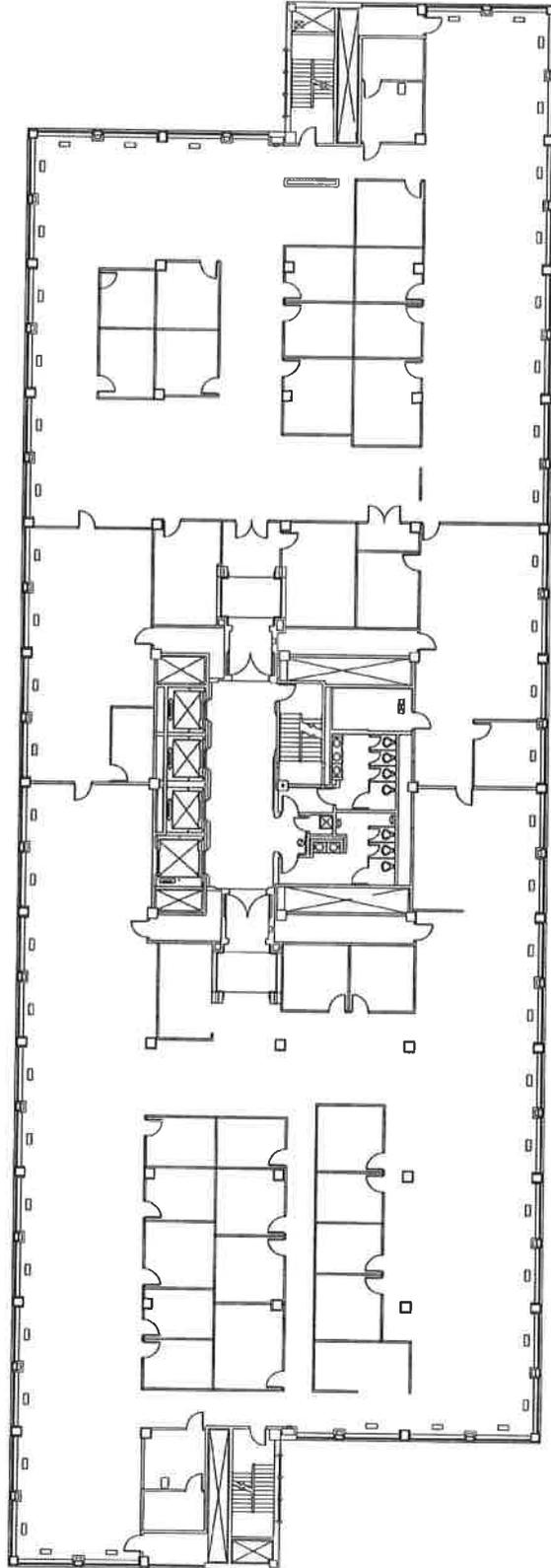
Notes / Remarks
EXHIBIT A - Leave Removal
8/1/2015

Fifth Floor
00231010562-05

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

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EXHIBIT A



Department - Division
Department of Transportation
22,936 Sq. Ft. Office





State
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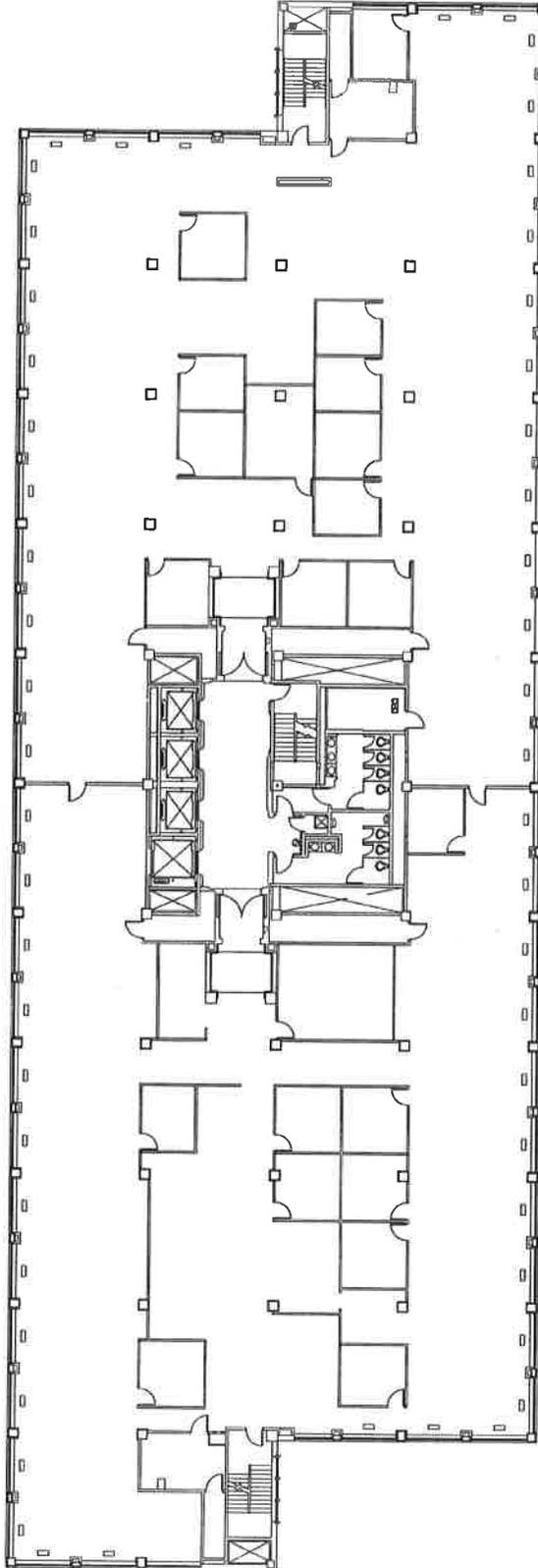
Notes / Remarks
EX16-EX17 Lease Renewal
8/1/2015

Sixth Floor
G0231010562-06

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

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EXHIBIT A



Department - Division
Department of Transportation
23,278 Sq. Ft. Office





State
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Minnesota
Department
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Construction
Services

Transportation
Building
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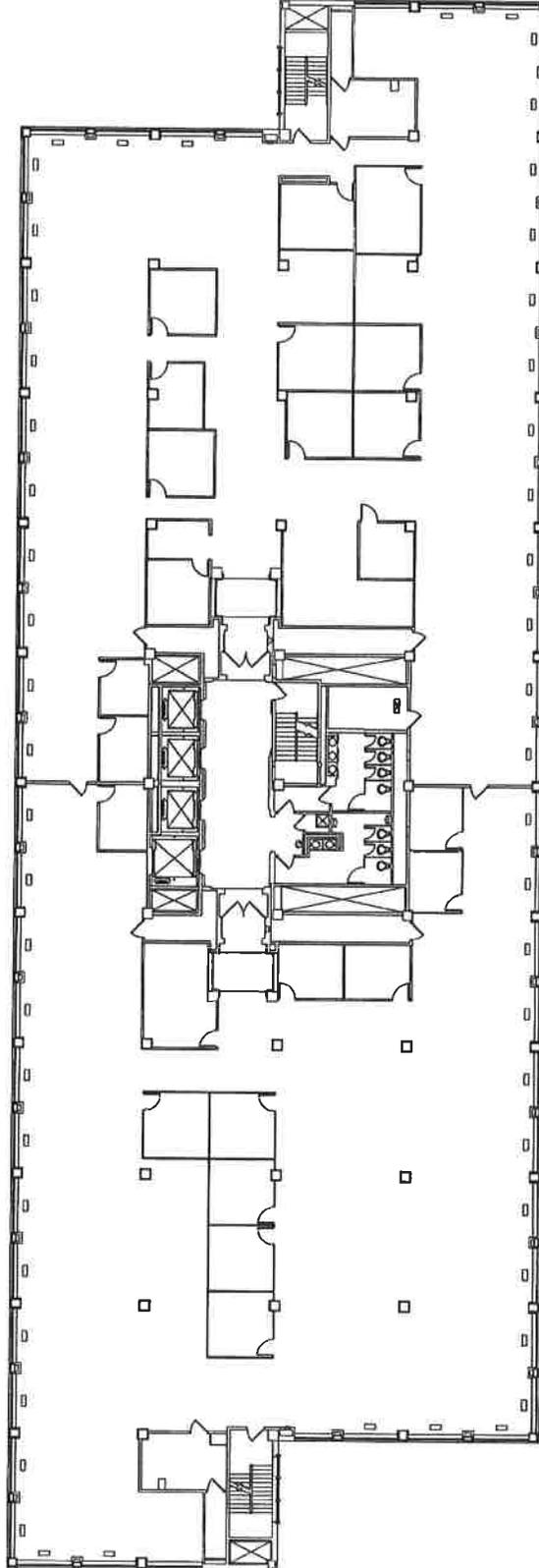
Notes / Remarks
EX16/FX17 Lease Renewal
5/1/2015

Seventh Floor
60221010562-07

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

10 of 13

EXHIBIT A



Department - Division
Department of Transportation
23,253 Sq. Ft. Office





State
of
Minnesota
Department
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Real Estate and
Construction
Services

Transportation
Building
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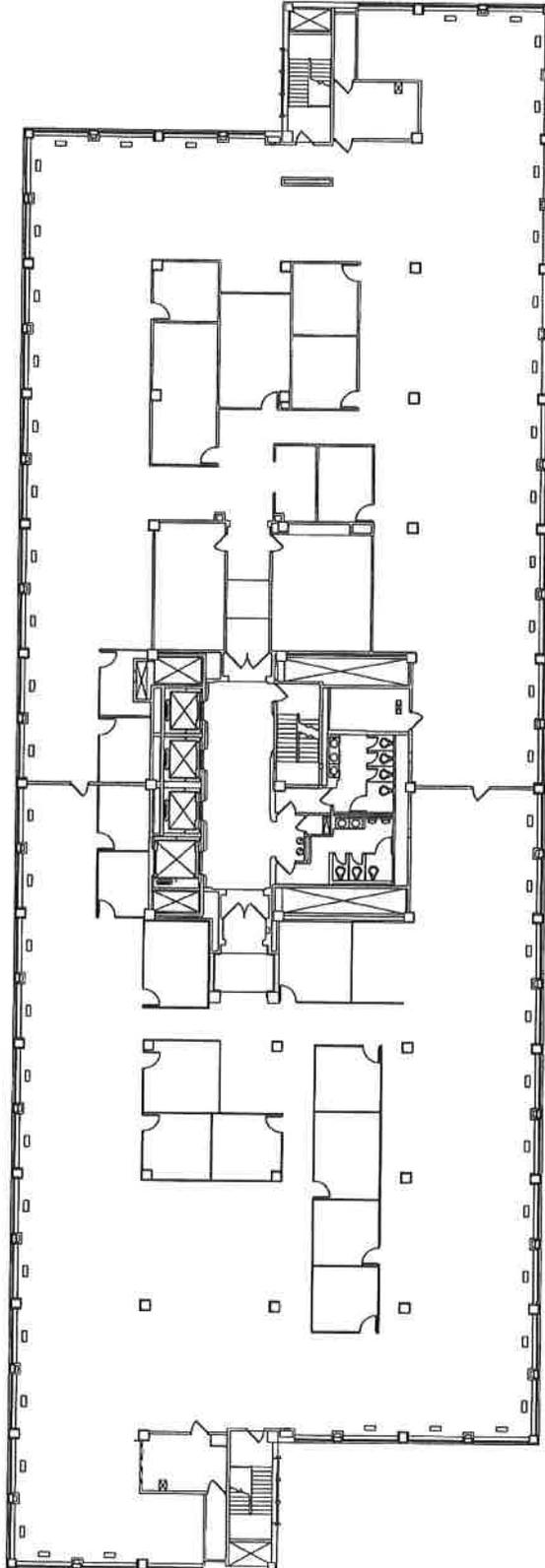
Notes / Remarks
EX16EX17 Lease Remeas
8/1/2015

Eighth Floor
00231056248

Drawn By: J. Probst
Checked By: C. Brygstrom
Approved By:

11 of 11

EXHIBIT A



Department - Division
Department of Transportation
23,126 Sq. Ft. Office

I. DUTIES OF LANDLORD

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

accommodations or changes to leased premises in order to meet specialized needs, program requirements of TENANT, or ADA accommodations.

g. Mechanical/Operating Systems and Equipment Repair/Replacement Services

LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned.

h. Grounds Maintenance Services LANDLORD shall maintain all entrances, sidewalks and grounds on an as needed schedule to ensure safe entry and egress. This shall include exterior maintenance of turf, shrubs, trees and plants as well as cleaning and removal of debris. Every reasonable effort will be made to ensure snow and ice is cleared before and during building operating hours.

i. Integrated Pest Management Services LANDLORD shall provide an integrated pest management program for control of rodents and insects within the building.

j. Keys All keys must be provided by LANDLORD. LANDLORD shall provide two (2) keys for each door with lock hardware within the Leased Premises. TENANT is responsible for returning all keys issued for the Leased Premises upon termination of the Lease Agreement. LANDLORD may perform key audit every four (4) years.

k. Security Services In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain building perimeter security devices including access control devices and cameras. In cooperation with the Department of Public Safety/Capitol Security, LANDLORD shall maintain emergency call stations at exterior locations and in the tunnel systems.

l. Signage LANDLORD shall provide for building directory signage located in the main building lobby and way finding in public corridors. The quantity and location of signage shall be at LANDLORD's discretion.

m. Communication LANDLORD shall coordinate with TENANT's key contact person regarding all Facilities Management managed work scheduled in a building which could affect building operations. LANDLORD shall provide written notice in advance of these events and TENANT shall forward communication to tenants as appropriate. Reasonable coordination efforts shall be made by LANDLORD with TENANT's key contact person to prevent scheduling conflicts prior to posting bulletins and the commencement of work.

n. Insurance LANDLORD insures the building structure only. Insuring contents is the responsibility of TENANT.

o. Fire Detection, Alarm and Suppression Systems LANDLORD shall provide preventive maintenance, repair, replacement, testing and inspection of fire suppression systems in accordance with the local jurisdiction requirements. Specialized fire and alarm detection systems are the responsibility of the TENANT.

p. Access to LANDLORD space LANDLORD shall lock and secure all LANDLORD's electrical closets, rooms and vaults, janitorial/maintenance closets and mechanical rooms. LANDLORD shall have access to all space in case of emergency.

q. Solid Waste LANDLORD shall remove solid waste from buildings on a daily basis.

2. UTILITY SERVICES

a. Heating, Ventilation and Air Conditioning LANDLORD will maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions. For purposes hereof, the acceptable ranges of temperature are as follows:

(i) From October 1 through April 30, between 70°F and 74°F. Temperature settings

will be lowered to 60°F to 62°F during periods outside of building operating hours.

- (ii) From May 1 through September 30, between 72°F and 76°F. Temperature settings will be increased to 85°F during periods outside of building operating hours.
 - (iii) Unless established to the contrary through a written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation.
 - (iv) LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2-2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LANDLORD as required by the application and the needs of the system. Unless established to the contrary in writing, in advance, air-handling systems will operate as required to maintain occupied space temperatures between building operating hours, Monday through Friday, excluding State holidays.
- b. Water/Sewage** LANDLORD shall provide the Leased Premises with adequate domestic water and sewage facilities sufficient to serve its design population capacity.
- c. Electrical**
- (i) LANDLORD shall provide the Leased Premises with electrical infrastructure for its design population capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. Tenant-owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT's need for extended hours of operation which required specialized electrical operation, are considered a special program needs and shall be the direct responsibility of TENANT at TENANT's cost. All TENANT equipment installation must be approved in accordance with the provisions of this lease with LANDLORD. TENANT shall be billed by LANDLORD on a fee-for-service basis based on actual electrical usage for the extended hours of operation or specialized use.
 - (ii) LANDLORD shall provide electric power for TENANT. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and LANDLORD cannot guarantee continuous availability. If TENANT has a need for continuous, uninterruptible, or specific power quality needs, it shall be TENANT's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment must be approved in advance and in writing by LANDLORD.
 - (iii) The LANDLORD is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and will be scheduled on a complex wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during 'off hours', nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LANDLORD reserves the right to interrupt electrical services as required during building operating hours.
 - (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonable possible.

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

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

a. Office Cleaning

- Daily: Empty common area recycle receptacles; replace liners.
Vacuum accessible carpeted main traffic aisles.
Pick up litter in remainder of other carpeted areas.
Spot clean carpeting.
Spot clean partitions/door glass.
- Weekly: Vacuum all carpeted areas.
Dust mop hard surface main traffic aisles.
Dust exposed areas on desks/credenzas/work surfaces.
Dust mop hard surface areas.
Wet mop hard surface areas.
Detail/dust areas below 6 feet.
- Monthly: Spot clean walls and doors.
- Semi-Annual: Dust door frames.
Dust accessible exterior window blinds, where applicable.
Clean ceiling vents (up to 10 feet).
Clean carpeted traffic aisles.
- Annually: Clean carpet. May be extraction, tip clean or rotary shampoo.

NOTE: Detail dusting in an office setting shall be done only in accessible areas if it can be done without the risk of damage to property. LANDLORD shall not move personal items and electronic equipment to clean or dust. LANDLORD shall trash only waste receptacles and items in common areas that are clearly marked 'trash'.

b. Lobby/Entrance Cleaning

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

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

c. Hard surface Floor Care- Common Areas

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

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

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

d. Hard Surface Floor Care-Work Areas

Daily: Dust accessible areas.
Wet mop other areas.

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

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

e. Restroom Cleaning

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

Monthly: Machine scrub floors.
Sanitize waste receptacles.

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

f. Shower room/stall cleaning

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

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

g. Miscellaneous

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

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

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

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

II. DUTIES OF TENANT

A. TRANSFERABILITY TENANT shall not assign nor in any manner transfer this Lease or any interest therein, nor sublet said Leased Premises or any parts thereof.

B. DESIGNATED STAFF PERSON TENANT will designate at least one (1) key contact person who shall be responsible for coordinating building related questions, concerns and general communications with LANDLORD's Building Manager. This will include but not be limited to building surveys, LANDLORD initiated building postings, construction/renovation projects, and to communicate with LANDLORD on postings of work which may affect the building tenants or building operations. TENANT will also designate at least one (1) key contact person who shall be responsible and can be contacted by LANDLORD or Capitol Security after normal business hours in the event of an emergency.

C. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

1. TENANT agrees to:
 - a. Ensure TENANT's employees, contractors and visitors recycle all recyclable materials as designated in accordance with Minn. Stat. §115A.15. Training and education for recycling is the responsibility of the TENANT.
 - b. Arrange and pay for recycling of confidential materials.
 - c. Ensure recyclables do not contain contaminating materials.
 - d. Use recycling containers and equipment only for designated recycling purposes.
 - e. Direct general waste and recycling questions to LANDLORD's Building Manager or designee.
 - f. Transfer recycling materials from desk side containers to common area collection containers.
 - g. Provide a designated Champion for recycling communications and compliance.
 - h. TENANT shall notify LANDLORD of recyclable collection through other than LANDLORD contract vendors.

D. HAZARDOUS WASTE

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

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

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

F. WASTE PREVENTION, ENERGY CONSERVATOIN AND USE OF UTILITY SERVICES Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD, 2.Utlity Services).

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

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

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

3. TENANT will ensure optimal use of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use.

4. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling beyond the established hours of operation or for a normal office environment setting use, a written agreement shall be entered into with LANDLORD and the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.

5. TENANT will provide reasonable accommodations for LANDLORD to perform scheduled after hour outages.

G. USE OF LEASED PREMISES

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

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

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

LANDLORD's Service Line for more information regarding special events and rules governing them.

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

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

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

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

7. TENANT shall fund any additional pest control services outside the regular maintenance program. To aide with pest management, TENANT shall keep all food items in sealed containers.

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

9. TENANT is responsible for all interior ADA accommodations.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

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

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

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

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

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

K. SIGNAGE

1. Identification of space within Leased Premises is the responsibility of the TENANT.

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

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

M. COMMUNICATION

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

2. TENANT shall forward LANDLORD's communication to TENANT agency team members as appropriate.

N. MODIFICATIONS TO LEASED PREMISES

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

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

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

O. PERSONAL PROPERTY UL certified appliances such as, but not limited to, toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by LANDLORD. Personal items such as space heaters, humidifiers, bicycles, scooters or segways are not allowed inside the buildings or tunnels.

P. CONTENT LIABILITY AND INSURANCE Liability for damages to TENANT property is at TENANT's discretion and cost in all instances, including but not limited to, natural disasters, protests, fire and damage from building system failures.

Q. PLANTS TENANT shall ensure that all plants are properly maintained. TENANT will be responsible for any damages or air quality issues as a result of plants.

R. EMERGENCIES

1. TENANT is responsible for all emergency communications, including evacuation plans, routes, drills, etc.

2. In accordance with M.S.16B.04 subdivision 2 (4) and 2 (5) and M.S.16B.24 subdivision 1 and in the event of a LANDLORD declared emergency, TENANT hereby agrees that any vacant office or meeting spaces within its Leased Premises may be temporarily reassigned to other agencies until the emergency is declared satisfied by the Commissioner of Administration. Lease billing adjustments for the temporarily reassigned space will be made accordingly by the LANDLORD.

S. ANIMALS Animals are not allowed inside LANDLORD managed facilities.

T. ADA ACCOMMODATIONS Animals, equipment and materials that are necessary to provide reasonable accommodations must be approved by TENANT agency's Human Resources and LANDLORD.

Lease Number 144-019-0028
Field Unit Region 2 -245

MISCELLANEOUS LEASE

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of M.S., sec. 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LESSOR and; the LESSEE as named below.

Lessee Minnesota Department of Transportation		
Lessee Address (No. & Street, RFD, Box No., City, State, Zip Code) Office of Electronic Communications, 1500 W County Road B2, B2 MS730		
Lease Fee \$ 73,440.00, plus any Sub-lessee Fees (see Term 4 of the attached Exhibit B, Additional Terms and Conditions).	Fee Payment Schedule \$14,688.00 is due upon execution of the lease (\$7,344.00 per year for the July 1, 2010 and July 1, 2011 lease fees); and \$7,344.00, plus any sub-lessee Fees (see Term 4 of the attached Exhibit B) is due every July 1 st for the term of the lease.	
Term	Effective Date July 1, 2010	Termination Date June 30, 2020
Purpose of Lease Mn/DOT Communication Tower (Kabetogema Tower)		County St. Louis County

IT IS AGREED AS FOLLOWS:

- PREMISES:** The LESSOR in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the LESSEE, hereby leases to the LESSEE, subject at all times to sale, lease and use for mineral or other purposes the following described premises to wit:

That part of SE1/4 NE1/4 of Section 27, Township 68 North, Range 21 West in Saint Louis County, containing 3.5 acres more or less and as approximately shown on the attached Exhibit A which is made part of this lease and herein referred to as the "Premises".
- TERMS:** The terms LESSOR, LESSEE, LESSEE ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, used herein shall be described above and are incorporated herein.
- LEASE PERIOD:** This lease shall be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.
- USE OF PREMISES:** LESSEE shall use the Premises only for PURPOSE OF LEASE.
- LEGAL OBLIGATIONS:** This lease is not to be construed to relieve the LESSEE of any obligations imposed by law.
- ENCUMBRANCE:** This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LESSOR shall not be liable to LESSEE for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.
- MAINTENANCE:** The LESSEE shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate. LESSEE shall comply with all laws affecting the Premises, including local ordinances and state regulations. No timber shall be cut, used, removed or destroyed by the LESSEE without first obtaining written permission from the LESSOR.

8. INVASIVE SPECIES: The LESSEE is responsible for controlling invasive species on the Premises.
 (check if applicable) See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.
9. TERMINATION: This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. section 92.50 may be canceled for just cause at anytime by LESSOR upon six months written notice.

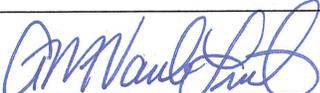
LESSEE shall, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LESSOR in as good condition and repair as on the EFFECTIVE DATE. If the LESSEE fails to surrender the Premises on the termination of this lease, the LESSOR may eject or remove the LESSEE from the Premises and LESSEE shall indemnify the LESSOR for all expenses incurred by the LESSOR. In addition, LESSEE shall remove all LESSEE'S property from the Premises upon termination and any property remaining shall be considered abandoned and shall be disposed of by the LESSOR according to law. If this lease is terminated prior to the TERMINATION DATE, the LESSEE shall not be relieved of any obligation incurred prior to termination.
10. HOLDOVER: LESSEE shall pay to the LESSOR a sum equal to the monthly rent plus fifty (50) percent of the monthly rent for each month that LESSEE holds the Premises after termination of this lease without authorization by LESSOR. This sum shall be liquidated damages for the wrongful holding over. LESSEE acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.
11. LEASE PAYMENTS: The LESSEE shall pay to the Minnesota State Treasurer through the LESSOR the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LESSOR may assess penalties and interest as provided for by law or in this lease on any payments over thirty (30) days past due.
12. UTILITIES: LESSEE shall pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.
13. ALTERATIONS: The LESSEE shall make no changes, alterations nor improvements to the Premises or to any structure thereon without the prior written consent of the LESSOR. Any changes, alterations or improvements in or to the Premises shall be at LESSEE sole expense.
14. NO WAIVER: No delay on the part of the LESSOR in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LESSOR.
15. TAXES: The LESSEE shall pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the LESSEE located on the Premises during the TERM of this lease.
16. LIABILITY: This lease shall not be construed as imposing any liability on the LESSOR for injury or damage to the person or property of the LESSEE or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other incumbrance now in effect. The LESSEE shall indemnify and hold harmless the LESSOR from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.
17. NOTICES: Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LESSOR shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the LESSEE it shall be as stated in the LESSEE'S ADDRESS.
18. TRANSFERS: This lease shall extend to, and bind the successors, heirs, legal representative and assigns of the LESSOR and LESSEE. In addition, the LESSEE shall not without the LESSOR'S prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the LESSEE'S interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the LESSEE.
19. PUBLIC RECREATION USE: The LESSEE agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by M.S. 604A.21, not inconsistent with the purposes of this lease. The LESSEE shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LESSOR. If the LESSOR

authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the LESSEE.

20. **CONSTRUCTION OF LEASE:** If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LESSOR and LESSEE here is that the remaining parts of this lease shall not be affected thereby.
21. **ADDITIONAL TERMS:**
See the attached Exhibit B (Additional Terms and Conditions) which is made part of this lease.

TESTIMONY WHEREOF, the parties have set their hands.

**STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES**

By 	Date 6/14/2012
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**AARON M. VANDE LINDE
TRANSACTIONS MANAGER
DIVISION OF LANDS AND MINERALS**

Lessee (Individual's Name or Name of Entity) Minnesota Department of Transportation	
Authorized Signatures & Title (If an Entity) 	Date 2012 May 14
Authorized Signatures & Title (If an Entity)	Date

EXHIBIT A
Mn/DOT Communication Tower Lease
Lease #144-019-0028
Kabetogema Tower
S27 T68N R21W, St. Louis County, Minnesota



EXHIBIT B

Mn/DOT Communication Tower Lease
Lease #144-019-0028
Kabetogema Tower
S27 T68N R21W, St. Louis County, Minnesota

Additional Terms and Conditions

1. Lease allows for maintenance of LESSEE'S existing radio tower facility at the Kabetogema site, consisting of the tower; 2 (two) Six foot Andrew PL6-59 Microwave dish, mounted at 80 feet; 1 (one) Six foot Andrew PL6-59 Microwave dish, mounted at 259 feet; 2 (two) Antel BCD 80010-3-25 ARMER Antenna, mounted at 280 feet; and an equipment shelter of approximately 12' X 30'.
2. The LESSEE shall not add additional equipment or antennas without prior written approval from the LESSOR.
3. The addition of further equipment or antennas may result in an adjustment to the lease fee.
4. Any subleasing of the Premises must be approved by the LESSOR. An additional charge, as determined by the LESSOR, for each sub-lessee will apply and be paid to the LESSOR.
5. LESSOR shall have the right to inspect all of the LESSEE's records related to the subleasing of this tower. LESSEE shall provide all sub-lessee agreements to the LESSOR.
6. This lease includes non-exclusive use of the existing road for access to the tower site as necessary to maintain the LESSEE's equipment. LESSEE shall be solely responsible for the cost and expense to repair of any damages resulting from the LESSEE's use of the road.
7. Upon expiration of this lease, the LESSEE shall have the option to renew this lease for an additional ten year period, under terms and conditions that are similar to this lease. The Lease Fee and Fee Payment Schedule for the renewal will be determined at the time of renewal.

EXHIBIT C
Mn/DOT Communication Tower Lease
Lease #144-019-0028
Kabetogema Tower
S27 T68N R21W, St. Louis County, Minnesota

Invasive Species Checklist

Check all that apply

<input checked="" type="checkbox"/>	Mandatory – (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> gypsy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> Asian long horned beetle, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit http://www.mda.state.mn.us/en/plants/pestmanagement/eab/regulatoryinfo.aspx
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1 st and Nov 1 st . <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc) use new clean bags or baskets.
<input type="checkbox"/>	In the case invasive plants become an issue during operations (to be determined by the site administrator), the LESSEE agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	The LESSEE is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input type="checkbox"/>	Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-4045



June 18, 2012

Minnesota Department of Transportation
Attn: Shane Chatleain
Office of Electronic Communications
1500 W County Road B2, MS730
Roseville, MN 55113

Re: Lease # 144-019-0028 (Mn/DOT Kabetogema Tower Site)
That part of the SE1/4 NE1/4 of Section 27, Township 68 North, Range 21 West
St. Louis County

Dear Mr. Chatleain:

Enclosed is a completed copy of the above lease. Please keep this lease as a record of your agreement with the State.

The rental has been paid through June 30, 2012.

If you have any questions, please contact me at the above address or call me at (651) 259-5954.

Sincerely,

A handwritten signature in blue ink that reads "Belem Escobedo".

Belem Escobedo, Real Estate Technician
DNR - Division of Lands and Minerals

Enclosure

c: Dave Sch
Joe Roka
St. Louis
St. Louis
St. Louis

A yellow sticky note with handwritten text in black ink. The text reads: "Called 7-3+ talked to Anne Rau".

Called
7-3+
talked to
Anne Rau

A yellow sticky note with handwritten text in black ink. The text reads: "Call ← to bill us for Debbie 7-2".

Call
← to bill
us
for
Debbie
7-2

% POST-CC

MnDOT Contract No: 1002086
Lease No.: 11245-A

**PARTNERSHIP AGREEMENT BETWEEN
THE MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY,
DRIVER AND VEHICLE SERVICES
FOR
LEASED SPACE
MnDOT DETROIT LAKES HEADQUARTERS FACILITY**

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

Recitals

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

Agreement

1. TERM OF AGREEMENT, EXHIBITS;

- 1.1. *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2. *Expiration date.* This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 4.
- 1.3. *Term of Lease:* The term of the Lease under this Agreement will be from the July 1, 2015 through June 30, 2020.
- 1.4. *Exhibits.* Exhibits A & B are attached and incorporated into this agreement.

2. LEASED SPACE.

- 2.1. MnDOT grants and DPS-DVS accepts a lease of the following described in the attached Exhibit A as approximately one thousand one hundred seventy three (1,173) usable square feet of office space, as shown on the attached Exhibit A, in the MnDOT Detroit Lakes Office, located at 1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205.
 - 2.1.1. Definition: The Leased Space is defined as the total usable square feet exclusively occupied by DPS-DVS and is the basis for calculation of rent payable hereunder.

- 2.1.1.1. Measurement Method: Usable square feet are calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of building.
- 2.1.1.2. Exclusions and Deductions. Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Space of four (4) square feet or more is deducted.

3. RENT

3.1. As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$107,999.40 for the term of the Lease, as estimated below and detailed in Exhibit B:

Period	Est Incr/Yr	Cost/Year	Monthly Rental	Quarterly Payment
07/01/15 to 06/30/16		\$ 20,342.18	\$ 1,695.18	\$ 5,085.55
07/01/16 to 06/30/17	3%	\$ 20,952.45	\$ 1,746.04	\$ 5,238.11
07/01/17 to 06/30/18	3%	\$ 21,581.02	\$ 1,798.42	\$ 5,395.25
07/01/18 to 06/30/19	3%	\$ 22,228.45	\$ 1,852.37	\$ 5,557.11
07/01/19 to 06/30/20	3%	\$ 22,895.30	\$ 1,907.94	\$ 5,723.83
Total Estimated Cost of Partnership Lease		\$ 107,999.40		

- 3.2. Rent Adjustment Effective July 1, 2015 and each July 1, thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (1,173 sf) for each fiscal year (July- June). Mn.DOT shall give DPS-DVS written notice on or before May 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.3. Upon approval of this contract DPS-DVS agrees to pay MnDOT for the period from July 1, 2015 to June 30, 2016. Thereafter, DPS-DVS agrees to pay MnDOT the quarterly the amount set forth above on or about the 1st day of each fiscal quarter in July, October, January and April.

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

- 3.4. All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.
- 3.5. All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.
- 3.6. Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized

Representative.

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

4. TERMINATION

- 4.1 This Agreement may be terminated by either party for any reason at any time upon giving thirty days prior written notice to the other party.
- 4.2 DPS-DVS covenants that at the termination of this Lease by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Space to MnDOT in as good condition as when DPS-DVS took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Leased Space shall remain a part thereof and shall not be removed unless MnDOT elects to permit removal.

5. DUTIES OF MnDOT

- 5.1. MnDOT shall, at its expense, furnish and provide for the use of DPS-DVS:
- 5.1.1. heat, electricity, sewer and water
 - 5.1.2. janitorial service, and,
 - 5.1.3. trash removal.
- 5.2. MnDOT shall use its best efforts to provide, at no additional cost to DPS-DVS, an area for the motorcycle, Class D road and CDL testing area.
- 5.3. MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing.

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

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

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

8. MAINTENANCE AND REPAIRS

- 8.1. It shall be the duty of MnDOT to maintain at its own expense, in working condition, all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.
- 8.2. MnDOT shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that MnDOT shall not be responsible for repairs upon implements or articles which are the personal property of DPS-DVS, nor shall MnDOT bear the expense of repairs to the Leased Space necessitated by damage caused by DPS-DVS beyond normal wear and tear.

9. OTHER CONDITIONS

- 9.1. DPS-DVS agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by MnDOT or obtained and paid for by DPS-DVS.
- 9.2. MnDOT agrees to provide and maintain the Leased Space and the building of which the Leased Space are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal state or local political subdivisions having jurisdiction and authority in connection with said property.

10. BUILDING ACCESS AND SERVICES

- 10.1. MnDOT shall provide building access and services to the Leased Space from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 10.2. MnDOT shall provide access to the Leased Space seven days per week, twenty-four hours per day for authorized employees of DPS-DVS.

11. AUTHORIZED REPRESENTATIVES

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

11.2. MnDOT's Authorized Representative is:

Name: Jody Martinson or successor.
Title: District Engineer
Office: MnDOT District 4
Street Address: 1000 Highway 10 West MS 040
City State Zip: Detroit Lakes, MN 56501
Telephone: 218-846-3603
Email: Jody.Martinson@state.mn.us

11.3. DPS/DVS's Authorized Representative is:

Name: Larry Freund or successor.
Title: Chief Financial Officer
Office: MN Department of Public Safety
Street Address: 445 Minnesota St
City State Zip: St. Paul MN 55101-5155
Telephone: 651 -215-1328
Email: Larry.Freund@state.mn.us

12. LIABILITY

- 12.1. MnDOT and DPS-DVS agree that each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.
- 12.2. DPS-DVS agrees that MnDOT assumes by this Agreement no liability for loss of DPS-DVS' personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to MnDOT's negligence, acts or omissions as determined by a court of law.

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

MnDOT Contract No: 1002086
Lease No.: 11245-A

**DEPARTMENT OF PUBLIC SAFETY –
DRIVER AND VEHICLE SERVICES**

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

By: *Alvin M Olson*
Title: DVS Director
Date: 6/15/16

**MINNESOTA DEPARTMENT OF
TRANSPORTATION**

By: *Mark P. Burns*
Title: District Engineer or Assistant District Engineer
Date: 6/21/16

STATE ENCUMBRANCE VERIFICATION

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

By: *Janice Gudebusch*
Date: 6/15/16
SWIFT
Contract # 110737

~~COMMISSIONER OF ADMINISTRATION~~

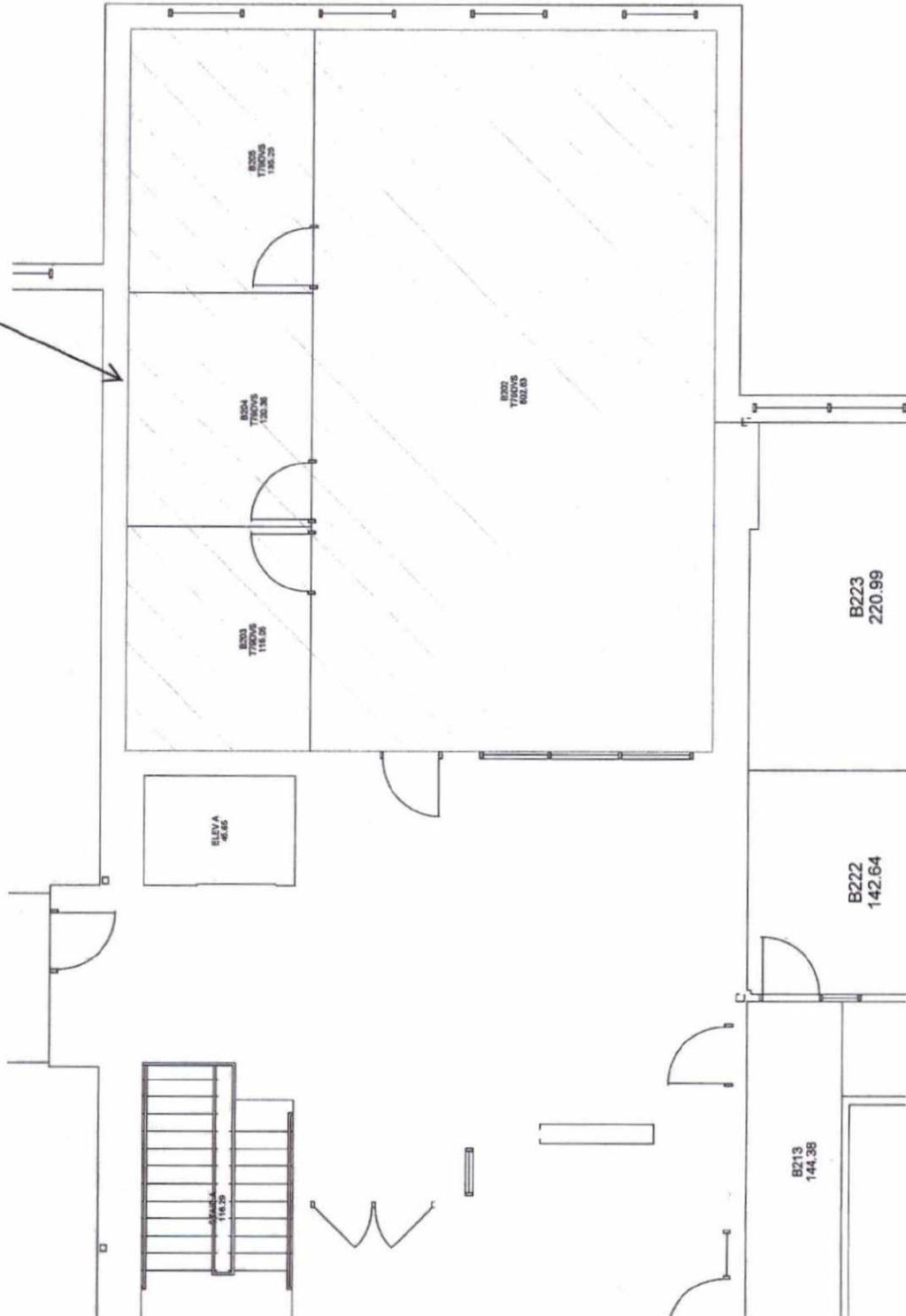
MnDOT Contract Management

By: *Ryan Hauke*
Date: 6/21/16

SWIFT
Purchase
Order # 3000040960

DETROIT LAKES HEADQUARTERS DVS SPACE 11/19/2015

DVS 1173 S.F.



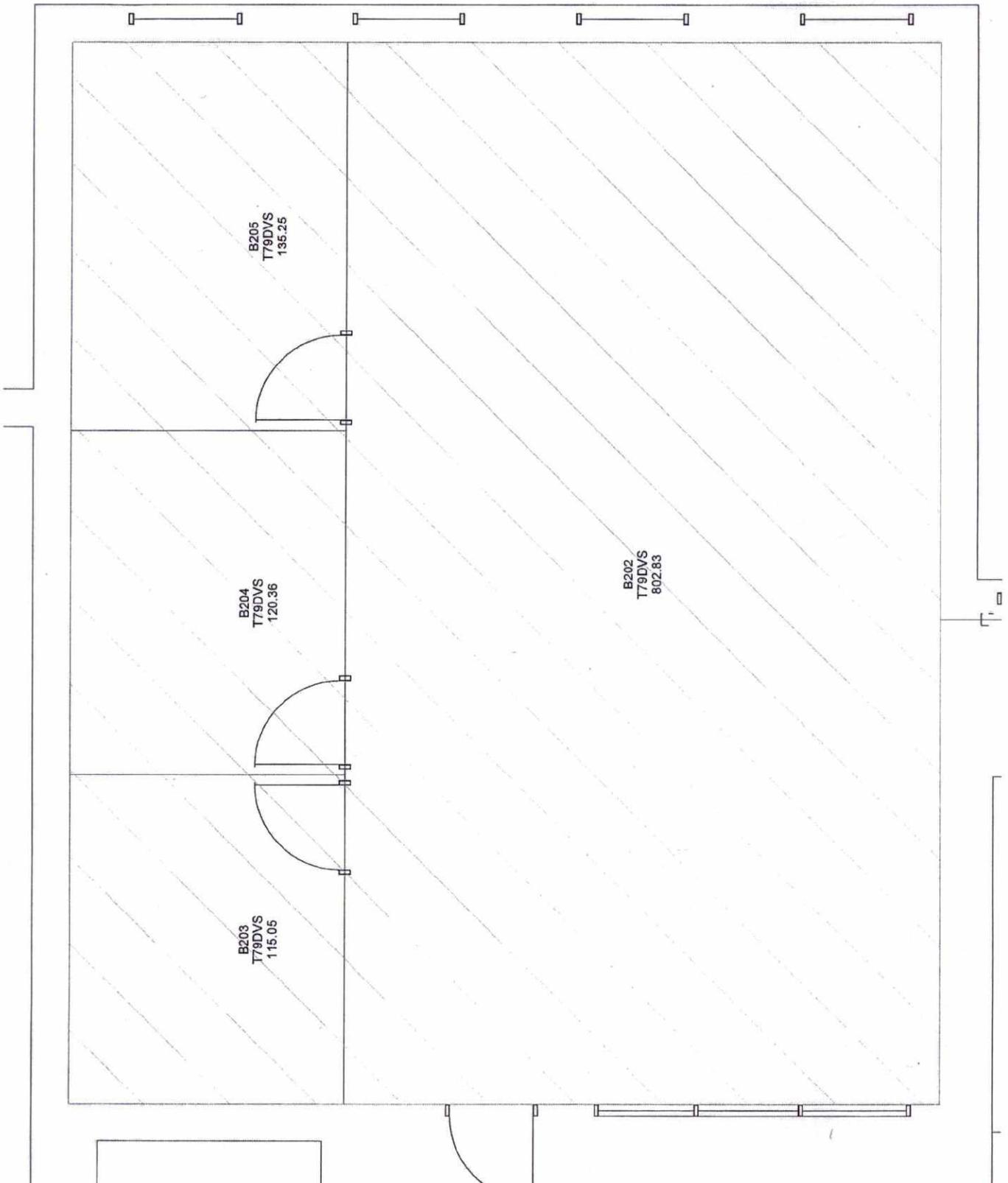


Exhibit B
 Estimated Cost/Rent for
 LEASED SPACE

Lease # 111245
 MnDOT Contract No: 1002086

MnDOT DETROIT LAKES HEADQUARTERS FACILITY

Description	Amount			
FY 15 Operating Expense	\$ 1,036,359.58			
Capital Expenditures (CE)	\$ 79,782.00			
Depreciation (D)	\$ 341,413.55			
Assessmentsw	\$ 2,800.00			
Subtotal (AOP+CE+D)	\$ 1,460,355.13			
Admin +10%	\$ 146,035.51			
Total Costs (Subtotal+Admin)	\$ 1,606,390.64			
Square Footage	92,630			
Cost per square foot	\$ 17.34			
DPS-DVS square feet	1,173			
DPS-DVS Yearly Rental FY 2016	\$ 20,342.18			
Period	Est Incr/Yr	Cost/Year	Monthly Rental	Quarterly Payment
07/01/15 to 06/30/16		\$ 20,342.18	\$ 1,695.18	\$ 5,085.55
07/01/16 to 06/30/17	3%	\$ 20,952.45	\$ 1,746.04	\$ 5,238.11
07/01/17 to 06/30/18	3%	\$ 21,581.02	\$ 1,798.42	\$ 5,395.25
07/01/18 to 06/30/19	3%	\$ 22,228.45	\$ 1,852.37	\$ 5,557.11
07/01/19 to 06/30/20	3%	\$ 22,895.30	\$ 1,907.94	\$ 5,723.83
Total Estimated Cost of Partnership Lease		\$ 107,999.40		

AMENDMENT # 01 TO MnDOT PARTNERSHIP AGREEMENT #: 1002086.

Agreement Start Date:	06/22/2016	Original Agreement Amount:	\$107,999.40
Orig. Agreement Exp. Date:	06/30/2020	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2025	Current Amendment Amount:	\$61,629.61
		Current Agreement Total:	\$169,629.01

Project Identification: DVS Shared Space Lease. Lease # 11245-A. MnDOT Detroit Lakes Office, Located at 1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205.

This amendment is between Department of Transportation ("MnDOT") and the Department of Public Safety - Driver and Vehicle Services ("DPS-DVS").

Recitals

1. MnDOT has an Agreement with DPS-DVS identified as MnDOT Contract No. 1002086 ("Original Agreement") to provide DVS Shared Space Lease.
2. The lease is being amended to add rental fees and time for an additional five years.
3. MnDOT and DPS-DVS are willing to amend the Original Agreement as stated below.

Agreement Amendment

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

REVISION 1. Article 1. "**TERM OF AGREEMENT, EXHIBITS;**" is deleted in its entirety and replaced as follows:

1. TERM OF AGREEMENT, EXHIBITS;

- 1.1. **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2. **Expiration date.** This Agreement will expire on June 30, 2025, unless terminated earlier pursuant to Article 4.
- 1.3. **Term of Lease:** The term of the Lease under this Agreement will be from the July 1, 2015 through June 30, 2025.
- 1.4. **Exhibits.** Exhibits A & B1 are attached and incorporated into this agreement.

REVISION 2. Article 3. "**RENT,**" subarticle 3.1 is deleted and replaced in its entirety as follows:

3. RENT

- 3.1. As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, DPS-DVS agrees to pay to MnDOT the sum of \$169,629.01 for the term of the Lease, as estimated below and detailed in Exhibit B1:

Period Est	Incr/Yr	Cost/Year	Monthly Rental	Quarterly Payment
07/01/15 to 06/30/16		\$20,342.18	\$ 1,695.18	\$ 5,085.55
07/01/16 to 06/30/17	3%	\$ 20,952.45	\$ 1,746.04	\$ 5,238.11
07/01/17 to 06/30/18	3%	\$ 21,581.02	\$ 1,798.42	\$ 5,395.25
07/01/18 to 06/30/19	3%	\$ 22,228.45	\$ 1,852.37	\$ 5,557.11
07/01/19 to 06/30/20	3%	22,895.30	\$ 1,907.94	\$ 5,723.83
Total Estimated Cost of Partnership Lease		\$ 107,999.40		

Period Est.	Incr/Yr	Cost/Year	Monthly Rental	Quarterly Payment
FY 2021 07/01/2020 to 06/30/2021		\$11,961.65	\$ 996.80	\$2,990.41
FY 2022 07/01/2021 to 06/30/2022	1.5%	\$12,141.07	\$1,011.76	\$3,035.27
FY 2023 07/01/2022 to 06/30/2023	1.5%	\$12,323.19	\$1,026.93	\$3,080.80
FY 2024 07/01/2023 to 06/30/2024	1.5%	\$12,508.04	\$1,042.34	\$3,127.01
FY 2025 07/01/2024 to 06/30/2025	1.5%	\$12,695.66	\$1,057.97	\$3,173.91
Total Cost of Amendment		\$61,629.61		
Original Contract Cost		\$107,999.40		
Total Cost of Contract		\$169,629.01		

REVISION 3. Article 11, “**AUTHORIZED REPRESENTATIVES,**” subarticle 11.2 is amended as follows:

11.2. MnDOT's Authorized Representative is:

Name: ~~Jody Martinson~~ Shiloh Wahl or successor.
Title: District Engineer
Office: MnDOT District 4
Street Address: 1000 Highway 10 West MS 040
City State Zip: Detroit Lakes, MN 56501
Telephone: 218-846-3603
Email: ~~Jody.Martinson@state.mn.us~~ shiloh.wahl@state.mn.us

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

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

DPS-DVS

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DPS-DVS ENCUMBRANCE VERIFICATION

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

By: _____

Date: _____

SWIFT Agreement # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Estimated Cost of DPS-DVS

Use of Space in

Detroit Lakes Office

1000 Highway 10 West, Detroit Lakes, Minnesota 56501-2205

Description	Amount
FY 20 Estimated Operating Expense (EOE)	\$ 938,444.66
Capital Expenditures (CE)	
Depreciation (D)	\$ 341,413.55
Assessments (A)	
Subtotal (EOE+CE+D+A)	\$ 1,279,858.21
Admin+10%	\$ 127,985.82
Total Estimated Costs (Subtotal+Admin)	\$ 1,407,844.03
Total Square Footage of Building. Includes 1st and Lower Level. No mezzanines.	138,058.00
Cost per square foot	\$ 10.20
DPS-DVS square feet used	1,173.00
FY 20 DPS-DVS Estimated Yearly Rental	\$ 11,961.65

Period	Estimated	Cost	
	Increase Per Year	Per Year	Monthly Rental
FY 2021 07/01/2020 to 06/30/2021		\$ 11,961.65	\$ 996.80
FY 2022 07/01/2021 to 06/30/2022	1.5%	\$ 12,141.07	\$ 1,011.76
FY 2023 07/01/2022 to 06/30/2023	1.5%	\$ 12,323.19	\$ 1,026.93
FY 2024 07/01/2023 to 06/30/2024	1.5%	\$ 12,508.04	\$ 1,042.34
FY 2025 07/01/2024 to 06/30/2025	1.5%	\$ 12,695.66	\$ 1,057.97
Total Cost of Amendment		\$ 61,629.60	
Original Contract Cost		\$ 107,999.40	
Total Cost of Contract		\$ 169,629.00	

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

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

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation -related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide leased space for DPS-DVS at the MnDOT Virginia Headquarters Facility; and,
3. This agreement supersedes and replaces Leases 11035-A and PS0319 in their entirety.
4. Both parties are willing to enter this Agreement to set forth their respective rights and duties and, do hereby agree with each other as follows:

Agreement

1. TERM OF AGREEMENT, EXHIBITS;

- 1.1. *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2. *Expiration date.* This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 4.
- 1.3. *Term of Lease.* The term of the Lease under this Agreement will be from the July 1, 2015 through June 30, 2020.
- 1.4. *Exhibits.* Exhibits A & B are attached and incorporated into this agreement.

2. LEASED SPACE.

- 2.1. MnDOT grants and DPS-DVS accepts a lease of the following described in the attached Exhibit A as approximately seven hundred (700) usable square feet of office space in the MnDOT Virginia Headquarters Facility (as shown in Exhibit B) located at 101 North Hoover Road, Virginia, MN 55792-3412
 - 2.1.1. Definition: The Leased Space is defined as the total usable square feet exclusively occupied by DPS-DVS and is the basis for calculation of rent payable hereunder.

- 2.1.1.1. Measurement Method: Usable square feet are calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of building.
- 2.1.1.2. Exclusions and Deductions. Vertical shafts, elevators, stairwells, dock areas, mechanical, utility and janitor rooms are excluded from usable square feet. Also excluded from usable square feet are restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants. Each and every column, pilaster or other projection into the Leased Space of four (4) square feet or more is deducted.

3. RENT

- 3.1. As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$36,603.19 for the term of the Lease, as estimated below and detailed in Exhibit A:

- 3.2.

Period	Estimated Increase Per Year	Cost Per Year	Quarterly Rental
07/01/15 to 06/30/16		\$ 6,894.38	\$1,723.59
07/01/16 to 06/30/17	3%	\$ 7,101.21	\$1,775.30
07/01/17 to 06/30/18	3%	\$ 7,314.25	\$1,828.56
07/01/18 to 06/30/19	3%	\$ 7,533.67	\$1,883.42
07/01/19 to 06/30/20	3%	\$ 7,759.68	\$1,939.92
Total Estimated Cost of Partnership Lease		\$36,603.19	

- 3.3. Rent Adjustment Effective July 1, 2015 and each July 1, thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (700 sf) for each fiscal year (July- June). Mn.DOT shall give DPS-DVS written notice on or before May 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DVS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3.1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.4. Upon approval of this contract DPS-DVS agrees to pay MnDOT for the period from July 1, 2015 to June 30, 2016. Thereafter, DPS-DVS agrees to pay MnDOT the quarterly the amount set forth above on or about the 1st day of each fiscal quarter in July, October, January and April.
- Office of Financial Management, Payable
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul, MN 55155-1899
- 3.5. All original invoicing by MnDOT to DPS-DVS will be done in SWIFT.
- 3.6. All payments to MnDOT from DPS-DVS will use bilateral netting in SWIFT.

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

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

4. TERMINATION

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

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

5. DUTIES OF MnDOT

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

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

5.2. MnDOT shall use its best efforts to provide, at no additional cost to DPS-DVS, an area for the motorcycle, Class D road and CDL testing area.

5.2.1. The motorcycle testing area consists of a mutually agreed upon area approximately 30' x 120' (3,600 square feet) in the parking lot and will be available between the hours of 10:00 a.m. and 4:30 p.m. on Tuesday of each week from approximately April to November of each year.

5.3. MnDOT and DPS-DVS shall work together to schedule dates for use of the space for DPS-DVS' testing.

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

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

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

8. MAINTENANCE AND REPAIRS

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

8.2. MnDOT shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, provided, however, that

MnDOT shall not be responsible for repairs upon implements or articles which are the personal property of DPS-DVS, nor shall MnDOT bear the expense of repairs to the Leased Space necessitated by damage caused by DPS-DVS beyond normal wear and tear.

9. OTHER CONDITIONS

- 9.1. DPS-DVS agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service, whether such is furnished by MnDOT or obtained and paid for by DPS-DVS.
- 9.2. MnDOT agrees to provide and maintain the Leased Space and the building of which the Leased Space are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

10. BUILDING ACCESS AND SERVICES

- 10.1. MnDOT shall provide building access and services to the Leased Space from 8:00 a.m. to 5:00 p.m., Monday through Friday.
- 10.2. MnDOT shall provide access to the Leased Space seven days per week, twenty-four hours per day for authorized employees of DPS-DVS.

11. AUTHORIZED REPRESENTATIVES

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

- 11.2. MnDOT's Authorized Representative is:

Name: Duane Hill or successor.
Title: District Engineer
Office: MnDOT District 1
Street Address: 1123 Mesaba Ave
City State Zip: Duluth, MN 55811
Telephone: 218-725-2704
Email: Duane.Hill@state.mn.us

- 11.3. DPS/DVS's Authorized Representative is:

Name: Larry Freund or successor.
Title: Chief Financial Officer
Office: MN Department of Public Safety
Street Address: 445 Minnesota St
City State Zip: St. Paul MN 55101-5155
Telephone: 651-215-1328
Email: Larry.Freund@state.mn.us

12. LIABILITY

- 12.1. MnDOT and DPS-DVS agree that each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.
- 12.2. DPS-DVS agrees that MnDOT assumes by this Agreement no liability for loss of DPS-DVS' personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to MnDOT's negligence, acts or omissions as determined by a court of law.

MnDOT Contract No: 1002090
Reference Lease No.: 11035-A

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

MnDOT Contract No: 1002090
Reference Lease No.: 11035-A

**DEPARTMENT OF PUBLIC SAFETY –
DRIVER AND VEHICLE SERVICES**

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

By: *Alawn M. Alson*
Title: DVS Director
Date: 5/4/16

**COMMISSIONER OF
TRANSPORTATION**

By: *[Signature]*
Assistant Commissioner or
Title: Assistant Division Director
Date: 5/6/14

STATE ENCUMBRANCE VERIFICATION

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

By: *[Signature]*
Date: 5/4/16

COMMISSIONER OF ADMINISTRATION

By: *[Signature]*
Date: 5/16/16

SWIFT
Contract # 108804

SWIFT
Purchase
Order # 3000040365

Exhibit A

Lease # 11035-A

Estimated Cost/Rent for

MnDOT Contract No: 1002090

LEASED SPACE IN THE MnDOT VIRGINIA HEADQUARTERS BUILDING

Description	Amount
FY 15 Operating Expense	\$523,742.94
Capital Expenditures (CE)	\$0.00
Depreciation (D)	\$111,873.92
Subtotal (AOP+CE+D)	\$ 635,616.86
Admin +10%	\$ 63,561.69
Total Costs (Subtotal+Admin)	\$ 699,178.55
Square Footage	70,989
Cost per square foot	\$ 9.85
DPS-DVS square feet	700
DPS-DVS Yearly Rental FY 2016	\$ 6,894.38

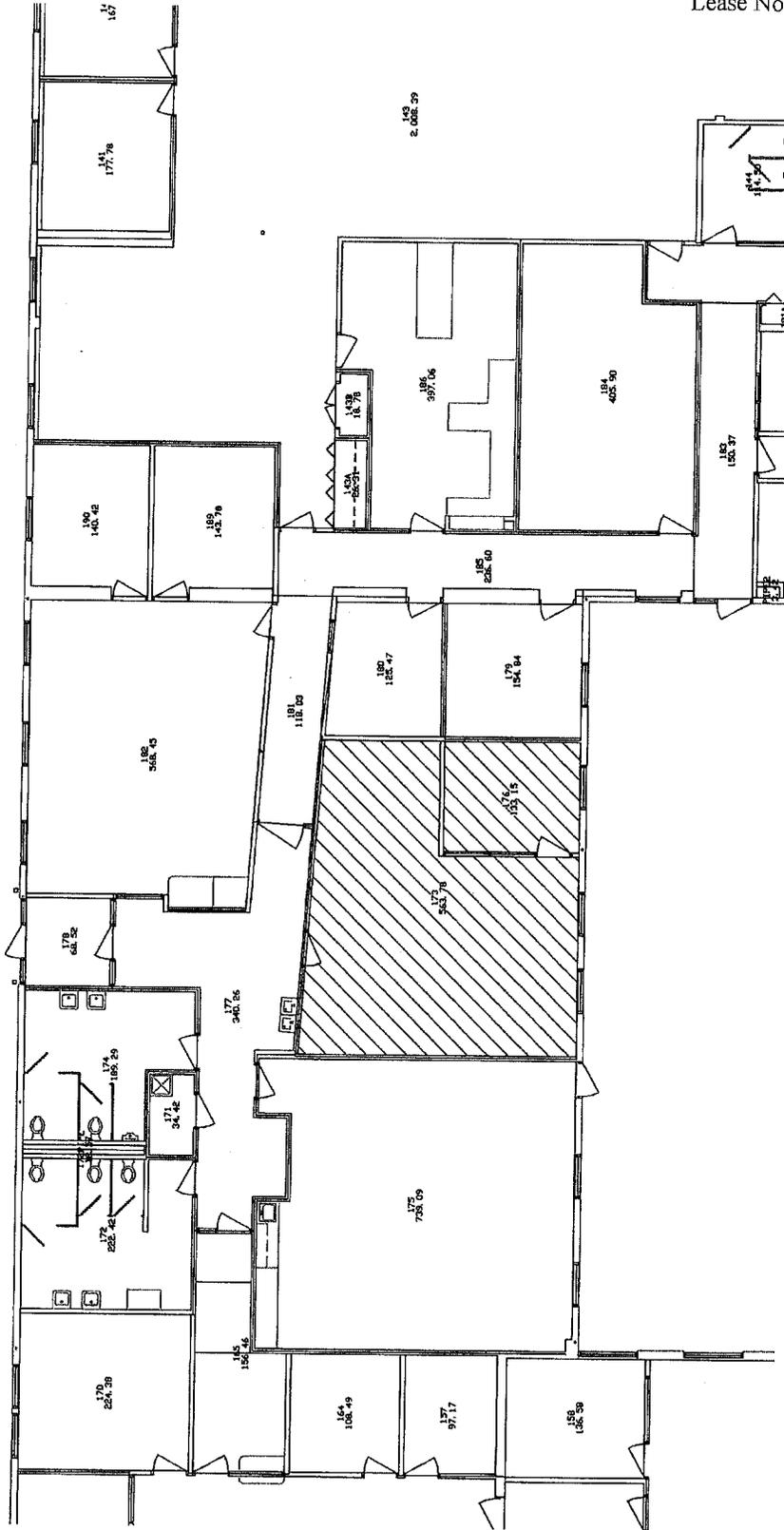
Period	Estimated Increase Per Year	Cost Per Year	Quarterly Rental
07/01/15 to 06/30/16		\$ 6,894.38	\$ 1,723.59
07/01/16 to 06/30/17	3%	\$ 7,101.21	\$ 1,775.30
07/01/17 to 06/30/18	3%	\$ 7,314.25	\$ 1,828.56
07/01/18 to 06/30/19	3%	\$ 7,533.67	\$ 1,883.42
07/01/19 to 06/30/20	3%	\$ 7,759.68	\$ 1,939.92
Total Estimated Cost of Partnership Lease		\$ 36,603.19	

VIRGINIA HEADQUARTERS DVS SPACE DEFINED.
DVS SPACE IS 700 SF OF A TOTAL BUILDING SF OF
70,989 SF.

MnDOT Contract Number: 1002090

Lease No: 11035-A

Exhibit B



AMENDMENT # 01 TO MnDOT PARTNERSHIP CONTRACT #: 1002090.

Contract Start Date:	05/16/2016	Original Contract Amount:	\$36,603.19
Orig. Contract Exp. Date:	06/30/2020	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2025	Current Amendment Amount:	\$38,230.88
		Current Contract Total:	\$74,834.07

Project Identification: LEASED SPACE IN THE MnDOT VIRGINIA HEADQUARTERS FACILITY

This Amendment is by and between Department of Transportation ("MnDOT") and the Department of Public Safety - Driver and Vehicle Services ("DPS-DVS").

Recitals

1. MnDOT has a contract with DPS-DVS identified as MnDOT Contract No. 1002090 ("Original Contract") to provide leased space in the MnDOT Virginia Headquarters Facility to DPS-DVS.
2. MnDOT and DPS-DVS wish to extend the lease for an additional five years.
3. MnDOT and the DPS-DVS are willing to amend the Original Contract as stated below.

Contract Amendment

REVISION 1. Article 1. "**Term of Contract, Exhibits**" is deleted and replaced in its entirety as follows:

- 1.1 Effective date. This Agreement will be effective upon execution and approval by the appropriate MnDOT and DPS-DVS officials pursuant to Minnesota law.
- 1.2 Expiration date. This Agreement will expire on June 30, 2025, unless terminated earlier pursuant to Article 4.
- 1.3 Term of Lease: The term of the Lease under this Agreement will be from July 1, 2015 through June 30, 2025.
- 1.4 Exhibits. Exhibits A1 & B are attached and incorporated into this agreement.

REVISION 2. Article 3 "**RENT**", is deleted and replaced in its entirety as follows:

- 3.1 As rent for the Leased Space and in consideration for all covenants, representations and conditions of the Lease, subject Article 4.2 below, DPS-DVS agrees to pay to MnDOT the sum of \$74,834.07 for the term of the Lease, as detailed in Exhibits A1.
- 3.2 Reserved.
- 3.3 Rent Adjustment Effective July 1, 2015 and each July 1, thereafter, MnDOT may increase or decrease the rental rate based on the actual operating expenses per square foot for the building multiplied by the usable square feet of Lease Space (700 sf) for each fiscal year (July- June). Mn.DOT shall give DPS-DVS written notice on or before May 1 of each year of such rental rate increase or decrease along with written backup documentation of the actual operating expenses. MnDOT and DPS-DYS hereby agree to execute an Amendment to this Agreement setting forth said increase or decrease. If no amendment is executed the terms in Article 3 .1 will remain in effect. DPS-DVS shall have the option to terminate this Lease in accordance with Article 4 below.
- 3.4 Upon approval of this amendment DPS-DVS agrees to pay MnDOT the quarterly the amount set forth in Exhibit A1 on or about the 1st day of each fiscal quarter in July, October, January and April. Payment will be to the order of the Commissioner of Transportation. IMPORTANT NOTE: Payment must reference the MnDOT Contract 1002090 and the MnDOT Invoice Number shown on the invoice.

Remit payment to the address below:

MnDOT

Attn: Cash Accounting

RE: MnDOT Contract Number 1002090 and Invoice Number: 00000[#####]

Mail Stop 215

395 John Ireland Blvd

St. Paul, MN 55155

- 3.5. MnDOT will create and invoice in SWIFT.
- 3.6 DPS-DVS make payment using bilateral netting in SWIFT.
- 3.7 Questions and concerns regarding payment by DPS-DVS will be directed to their Authorized Representative.
- 3.8 MnDOT represents and warrants that it is solely entitled to all of the rents payable under the terms of this lease and that DPS-DVS shall have the quiet enjoyment of the Leased Space during the full term of this Lease and any extension or renewal.

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

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DPS-DVS

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

By: 
Title: Director, Driver and Vehicle Services
Date: 7/01/2020

By: _____
Title: _____
Date: _____

DPS-DVS ENCUMBRANCE VERIFICATION

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

By: _____
Date: _____
SWIFT Contract # 108804
SWIFT Purchase Order # FY21

COMMISSIONER OF TRANSPORTATION

By: See next page.
Title: _____
Date: _____

COMMISSIONER OF ADMINISTRATION

By: See next page.
Date: _____

DPS-DVS

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

By: See previous page.

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DPS-DVS ENCUMBRANCE VERIFICATION

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

By: See previous page.

Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

COMMISSIONER OF TRANSPORTATION

Duane Hill

Digitally signed by Duane Hill
Date: 2020.06.30 07:49:22
-05'00'

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Exhibit A1
 Estimated Cost of DPS-DVS
 Use of Space in
 Virginia Headquarters Building

MnDOT Contract No.:1002090A01
 Lease #:11035-AA01

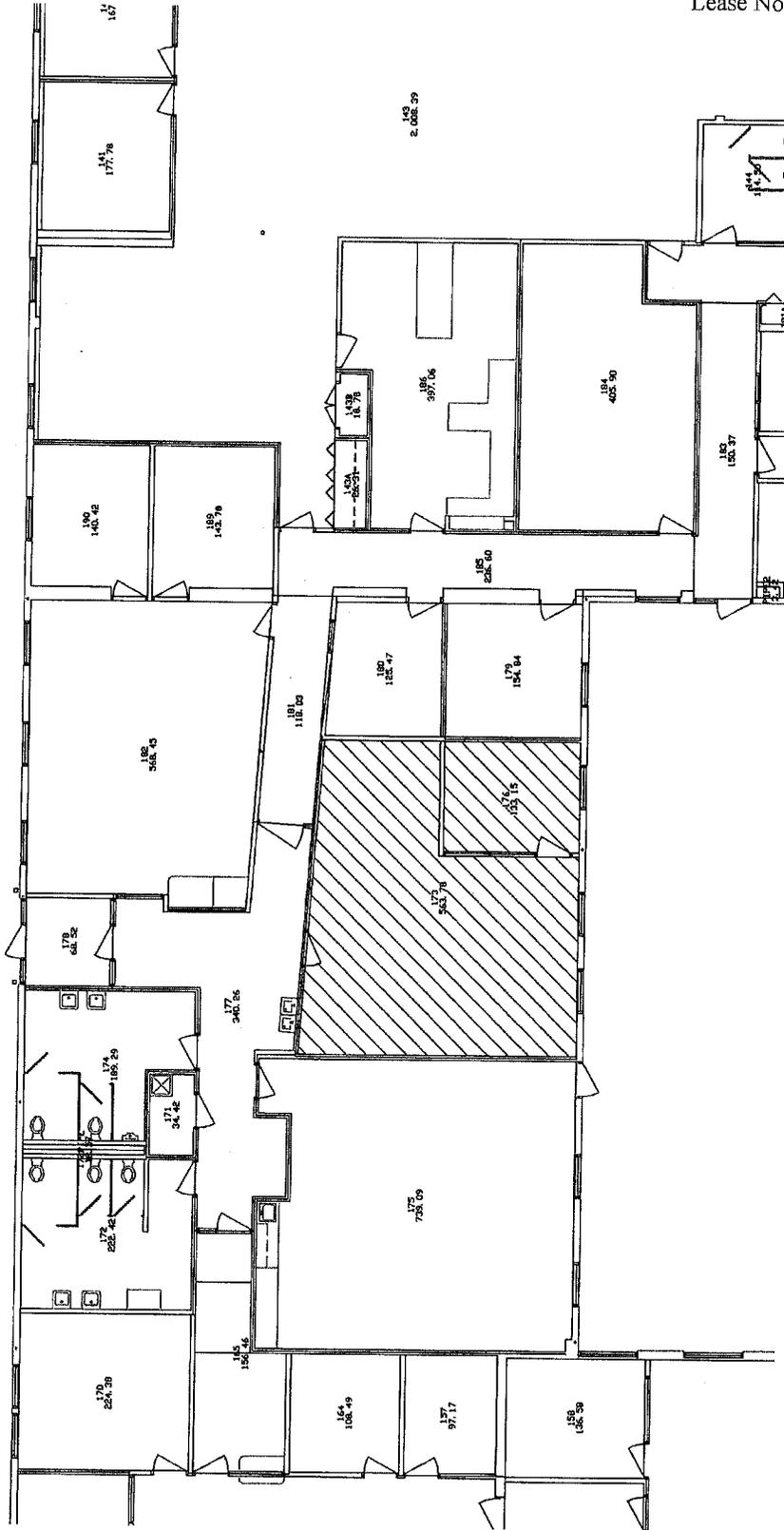
Description	Amount		
FY 20 Estimated Operating Expense (EOE)	\$ 584,507.61		
Capital Expenditures (CE)	\$0.00		
Depreciation (D)	\$ 111,873.92		
Subtotal (EOE+CE+D)	\$ 696,381.53		
Admin+10%	\$ 69,638.15		
Total Estimated Costs (Subtotal+Admin)	\$ 766,019.68		
Total Square Footage of Building	72,264 Footprint		
Cost per square foot	\$ 10.60		
DPS-DVS square feet used	700		
FY 20 DPS-DVS Estimated Yearly Rental	\$ 7,420.21		
	Estimated		
	Increase	Cost	Monthly
Period	Per Year	Per Year	Rental
FY 2021 07/01/2020 to 06/30/2021		\$ 7,420.21	\$ 618.35
FY 2022 07/01/2021 to 06/30/2022	1.5%	\$ 7,531.51	\$ 627.63
FY 2023 07/01/2022 to 06/30/2023	1.5%	\$ 7,644.48	\$ 637.04
FY 2024 07/01/2023 to 06/30/2024	1.5%	\$ 7,759.15	\$ 646.60
FY 2025 07/01/2024 to 06/30/2025	1.5%	\$ 7,875.54	\$ 656.29
Total Cost of Amendment		\$ 38,230.88	
Original Contract Cost		\$ 36,603.19	
Total Cost of Contract		\$ 74,834.07	

VIRGINIA HEADQUARTERS DVS SPACE DEFINED.
DVS SPACE IS 700 SF OF A TOTAL BUILDING SF OF
70,989 SF.

MnDOT Contract Number: 1002090

Lease No: 11035-A

Exhibit B



STATE OF MINNESOTA INTERAGENCY AGREEMENT

Project Identification: Procurement of Hardware and Software for ARMER

THIS AGREEMENT is made and entered into by and between the Commissioner of Transportation, hereinafter referred to as "Mn/DOT," and the Commissioner of Department of Public Safety acting on behalf of the Emergency Communication Networks [ECN], hereinafter referred to as "DPS."

WHEREAS, a Statewide Public Safety Radio and Communication plan, (hereinafter referred to as the "Plan") has been developed and adopted in accordance with Minnesota Statutes § 403.36, subdivision 2, providing for the construction, ownership and operation of a statewide emergency communication system (hereinafter referred to as the "System" or "ARMER"); and

WHEREAS, pursuant to Minnesota Statutes § 403.36 the Statewide Emergency Communications Board, comprised of representatives from Mn/DOT, DPS, and local political subdivisions, (hereinafter referred to as the "Board") has overall responsibility for the Plan and for assuring that generally accepted project management techniques are utilized for each phase of the Plan implementation; and

WHEREAS, pursuant to Minnesota Statutes § 403.37 the Board is responsible for oversight of Plan implementation and for establishing and enforcing performance and operational standards for the System; and

WHEREAS, DPS is directed by Minnesota Statutes § 403.36, subdivision 1(e), to implement the Plan and to contract with Mn/DOT to construct, own, operate, maintain and enhance the elements of the backbone system defined in the Plan; and

WHEREAS, Mn/DOT is directed by Minnesota Statutes § 403.36, subdivision 1(e), to contract for, or procure by purchase or lease (including joint purchases and lease agreements), construction, installation of materials, supplies and equipment, and other services as may be needed to build, operate and maintain the system backbone of the statewide public safety radio and communication system; and

WHEREAS, the Board, Mn/DOT and DPS conducted a strategic planning session and determined the System is a substantial investment for the future and should be upgraded and maintained regularly;

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants herein contained, the parties mutually agree hereby as follows:

Agreement

1 Term of Agreement

1.1 **Effective Date.** This Agreement will be effective on the date signed by all necessary State officials, as required by Minnesota Statutes §16C.05, subdivision 2.

1.2 **Expiration Date.** This Agreement will expire five (5) years from the date it is effective.

2 Scope of Work

The 2015 legislature approved renewing an existing contract with Motorola, the current provider, to provide a five-year software upgrade package that includes 7.15 and 7.19 to the existing System. Motorola made a proposal (hereinafter referred to as "SUA2Plus") that will reduce the cost if Mn/DOT executes the proposal. SUA2Plus will result in a twenty percent (20%) decrease for software upgrades, the 7.19 hardware, and the technical services of Motorola to perform migration for any local political subdivisions participating in the Plan.

SUA2 is conditional upon:

- Mn/DOT entering into a new five-year contract with Motorola for the State and political

- subdivisions' portions of the 7.19 hardware and software upgrades;
- Mn/DOT executing the new contract by December 31, 2015; and
- Mn/DOT charging political subdivisions for the hardware and software annually, i.e. once a year, during the term of the new contract.

SUA2Plus pricing is comprised of:

• SUA2	\$17,924,909.00
• Technical Services	4,571,264.00
• Mn/DOT Hardware Purchase	5,751,226.85
• Political Subdivision (Local) Hardware Purchase	19,215,881.00
• Political Subdivision (Local) Installation Services	<u>2,867,381.24</u>
TOTAL	<u>\$50,330,662.09</u>

3 Consideration and Payment

3.1 In consideration of Mn/DOT executing a five-year contract with Motorola consistent with the proposal provisions outlined in SUA2Plus, DPS will reimburse Mn/DOT an amount not to exceed **Fifteen Million, Three Hundred Fifty Nine Thousand, One Hundred Sixty Seven and 35/100 Dollars (\$15,359,167.35)** representing the following:

• 100% of the Mn/DOT hardware purchase	\$ 5,751,226.85
• 50% of the Political Subdivision hardware purchase	<u>9,607,940.50</u>
Total Reimbursement	<u>\$15,359,167.35</u>

3.2 Mn/DOT will create and enter ten (10) invoices in SWIFT, consistent with the following schedule, no later than the tenth calendar day of the following months:

	January	July
• Calendar year 2016	\$1,991,679.02	\$1,080,154.45
• Calendar year 2017	\$1,991,679.02	\$1,080,154.45
• Calendar year 2018	\$1,991,679.02	\$1,080,154.45
• Calendar year 2019	\$1,991,679.02	\$1,080,154.45
• Calendar year 2020	\$1,991,679.02	\$1,080,154.45

3.3 The total obligation of DPS for all consideration and reimbursements to Mn/DOT under this Agreement will not exceed **Fifteen Million, Three Hundred Fifty Nine Thousand, One Hundred Sixty Seven and 35/100 Dollars (\$15,359,167.35)**.

4 Conditions of Payment

4.1 All services provided by Mn/DOT under this Agreement must be performed to the satisfaction of DPS as determined at the sole and reasonable discretion of the DPS Authorized Representative.

5 Authorized Representatives

5.1 Mn/DOT's Authorized Representative will be:

Name: Mr. Mukhtar Thakur, P.E. (or his successor)
 Title: Director, MnDOT Office of Statewide Radio Communications
 Address: 1500 W. County Road B2; MS 730;
 Roseville, MN 55113
 Telephone: (651) 234-7962
 E-Mail: Mukhtar.thakur@state.mn.us

5.2 DPS's Authorized Representative will be:

Name: Jackie Mines (or her successor)
 Title: Director, Emergency Communication Networks
 Address: Department of Public Safety; Emergency Communication Networks
 445 Minnesota Street
 Saint Paul, MN 55101
 Telephone: 651.201.7550
 E-Mail: Jackie.mines@state.mn.us

6 Amendments

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

7 Liability

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

8 Termination

8.1 Either party may terminate this Agreement at any time, with or without cause, upon 60 days written or e-mail notice to the other party.

**DEPARTMENT OF PUBLIC SAFETY
ENCUMBRANCE VERIFICATION**

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

Signed: *Sam J. [Signature]*

Date: 12/22/15

SWIFT Purchase Order Number: 300038402

Mn/DOT

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

Title: Assistant Commissioner – State Aid

Date: 12/21/15

**DEPARTMENT OF PUBLIC SAFETY;
EMERGENCY COMMUNICATION NETWORKS**

By: *Jacqueline [Signature]*

Title: Director

Date: 12/22/15

Mn/DOT CONTRACT MANAGEMENT

By: *[Signature]*

Date: Dec 21, 2015

INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA DEPARTMENT OF ADMINISTRATION,
PLANT MANAGEMENT DIVISION
FOR
PROVIDE SALT FOR THE CAPITAL COMPLEX AREA

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and **Minnesota Department of Administration, Plant Management Division** ("Admin/PMD") located at: 321 Grove Bldg. 2, 603 Pine St., St Paul, MN 55101.

Recitals

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

Agreement

1. **Term of Agreement; Exhibits**
 - 1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate MnDOT and Admin/PMD officials pursuant to Minnesota law.
 - 1.2 **Expiration date.** This Agreement will expire on June 30, 2020, unless terminated earlier pursuant to Article 10.
2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide approximately 118 tons of salt (sodium chloride) per year at \$84.64/ton to Admin/PMD for the Capital Complex Area for five years.

Salt			
	Tons	Price/ Ton	Total Cost
One Year	118	\$84.64	\$9,987.52
Five years			5
Subtotal			\$49,937.60
Contingency			\$62.40
Total Cost			\$50,000.00

- 2.1 **MnDOT responsibilities.** MnDOT will:
 - 2.1.1 Provide salt,
 - 2.1.2 Load salt,

- 2.1.3 Maintain records of salt picked up by Admin/PMD,
- 2.1.4 Notify MnDOT, Attn: Cash Accounting, RE: MnDOT Contract Number (1002527), Mail Stop 215, 395 John Ireland Blvd, St. Paul, MN 55155, of the amount to invoice Admin/PMD, and,
- 2.1.5 Invoice Admin/PMD for the agreed amount.
- 2.2 *Admin/PMD responsibilities.* Admin/PMD will:
- 2.2.1 Pick up the salt at the Maryland truck station,
- 2.2.2 Maintain records of salt removed,
- 2.2.3 Pay MnDOT the agreed amount.
3. **Terms of Payment**
- 3.1 The parties will meet before May 15 of each year meet with MnDOT to confirm amount used during the year.
- 3.2 MnDOT will create and enter an invoice in SWIFT.
- 3.3 Admin will make payment using the bilateral netting process in SWIFT.
- 3.4 The total obligation of Admin for all compensation and reimbursements MnDOT under this Agreement will not exceed \$50,000.00.
4. **Authorized Representatives**
- 4.1 *Each party's Authorized Representative* is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.
- 4.2 *MnDOT's Authorized Representative* is
- | | | |
|-----------------|--|---------------|
| Name: | Jay Emerson | or successor. |
| Title: | Clear Roadways Operations Superintendent | |
| MnDOT - | MnDOT Metro District, Maintenance Operations | |
| Street Address: | 1500 County Road B2 W | |
| City State Zip: | Roseville, MN 55113 | |
| Telephone: | 651-234-7907 | |
| Facsimile: | 651-234-7986 | |
| Email: | Jay.Emerson@state.mn.us | |
- 4.3 *Admin's Authorized Representative* is:
- | | | |
|-----------------|--|---------------|
| Name: | Joe Dinnebier | or successor. |
| Title: | Grounds Support Services Manager | |
| Dept. Name: | Administration, Plant Management Division | |
| Street Address: | 50 Sherburne Ave. Room G-10 | |
| City State Zip | St. Paul, MN 55155 | |
| Office: | 651-201-3057 | |
| Mobile: | 651-485-6359 | |
| Facsimile: | 651-297-5158 | |
| Email: | Joe.Dinnebier@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 This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party

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

Minnesota Department of Administration/Plant Management Division

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

COMMISSIONER OF TRANSPORTATION

By: C.A.M.

Title: Director

Date: 6/27/17

By: Ann Zahr

Title: Assistant Commissioner or Assistant Division Director

Date: 6/28/17

Admin/PMD

STATE ENCUMBRANCE VERIFICATION

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

COMMISSIONER OF ADMINISTRATION

By: [Signature]

Date: 6/27/17

SWIFT Contract # 126544

By: ~~DA~~ Ryan Gault

Date: 6/30/2017

SWIFT Purchase Order #

60209-3000006479

AMENDMENT # 01 TO MnDOT Interagency Partnership Agreement #: 1002527

Contract Start Date:	06/30/2017	Original Contract Amount:	\$50,000.00
Orig. Contract Exp. Date:	06/30/2020	Prev. Amendment(s) Total:	.NA
Amended Exp. Date :	06/30/2025	Current Amendment Amount:	\$60,000.00
		Current Contract Total:	\$110,000.00

Project Identification: Supply Road Salt for Winter Season of 2017-2025

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration, ~~Plant~~ Facilities Management Division ("Admin/~~PMD~~ FMD") located at: 321 Grove Bldg. 2, 603 Pine St., St Paul, MN 55101.

Recitals

1. MnDOT has an Agreement with Admin/~~PMD~~ FMD identified as MnDOT Contract No. 1002527 ("Original Agreement") to provide road salt to Admin/~~PMD~~ FMD for the winter seasons of 2017 through 2020.
2. Both parties wish to extend the expiration date and update terms of the Agreement.
3. Both parties are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Sub-article 1.1. "Effective Date" is amended as follows:

- 1.1 Effective Date. This Agreement will be effective upon execution and approval by the appropriate MnDOT and Admin/~~PMD~~ FMD officials pursuant to Minnesota law.

REVISION 2. Sub-article 1.2. "Expiration Date" is amended as follows:

- 1.2 Expiration Date. This Agreement will expire on June 30, ~~2020~~ 2025, unless terminated earlier pursuant to Article 10.

REVISION 3. Article 2. "Scope of Work and Responsibilities of Each Party" is deleted and replaced in its entirety.

2. **Scope of Work and Responsibilities of Each Party.** MnDOT will provide to Admin/FMD up to 118 tons of road salt (sodium chloride) per Fiscal Year (July 1-June 30). Admin/FMD will be charged the per-ton price plus shipping costs, MnDOT Material Handling, and an administrative cost. The Material Handling Rates change each fiscal year. The Material Handling Rate for Fiscal Year 2021 is 22.54%. The administrative cost is .25 hours (plus normal and customary additives/rates) added each time the picked-up salt is logged in MnDOT's inventory system. In Exhibit A this cost is estimated to be \$120.96 for FY 2021 and is subject to change each fiscal year.

2.1. MnDOT responsibilities. MnDOT will:

- 1.1.1 Provide up to 118 tons of road salt. Load salt.
- 1.1.2 Maintain and log records of salt picked up by Admin/FMD in MnDOT's inventory system.
 - 1.1.2.1 Records will be validated by both Admin/FMD and MnDOT at pickup.
 - 1.1.2.2 Logging the inventory items will include an administrative cost for inputting the inventory charges of approximately .25 hours per pickup.
- 1.1.3 Invoice Admin/PMD for salt following pickup.

2.2 Admin/FMD responsibilities. Admin/FMD will:

- 2.2.1 Pick up salt at Maryland truck station.
- 2.2.2 Arrange for hauling of road salt from the Maryland truck station.
- 2.2.3 Maintain records of salt picked up.
- 2.2.4 Promptly pay MnDOT the invoiced amount.

REVISION 4. Sub-article 3.4 **"Terms of Payment"** is amended as follows:

3.4. The total obligation of Admin/FMD for all compensation and reimbursements to MnDOT under this agreement will not exceed ~~\$50,000.00~~ \$110,000.00.

REVISION 5. Sub-article 4.3. **"Admin's Authorized Representative"** is amended as follows:

4.3 Admin's Authorized Representative is:

Name: Joe Dinnebier, or successor
Title: Grounds Support Services Manager
Dept. Name: Administration, ~~Plant~~ Facilities Management Division
Street Address: 50 Sherburne Ave., Room G-10
City State Zip: St. Paul, MN 55155
Office: 651-201-3057
Mobile: 651-485-6359
Facsimile: 651-297-5158
Email: Joe.Dinnebier@state.mn.us

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

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

ADMIN/PMD FMD

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

By: C.A.M.

Title: DIRECTOR, FACILITIES MGT. DIV.

Date: 8/31/20

Admin/PMD FMD ENCUMBRANCE VERIFICATION

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

By: [Signature]

Date: 8/14/20

Swift Contract #: 126544

SWIFT PO #: 3-12641

COMMISSIONER OF TRANSPORTATION

By: _____

Title: Asst. Commissioner or Asst. Division Director

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

FY21	Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee	
					Percent	Cost
	Regular Salt--Maryland Avenue	118	\$72.19	\$8,518.42	22.54%	\$ 1,920.05
	Total Materials and Supplies	118.00		\$8,518.42		\$ 1,920.05

Employee -Job Class	Per Hour	*1Rate	Rate	Percent	Labor Additive \$
1 Office and Administrative Specialist		\$21.61	\$10.33	22.93%	\$ 7.32
1 Overtime					
1 Overtime X2 - Sundays and Holidays					
Fringe and Labor Additive are not charged against overtime hours					
Total Cost of Salaries					
Total Contract					

Total Estimated agreement			
Total Cost of Contract FY 2018-2020	Increase %	Increase \$	\$50,000.00
FY 2021			\$10,559.43
FY 2022 plus	3.0%	\$316.78	\$10,876.22
FY 2023 plus	3.0%	\$326.29	\$11,202.50
FY 2024 plus	3.0%	\$336.08	\$11,538.58
FY 2025 plus	3.0%	\$346.16	\$11,884.74
Contingency			\$3,938.53
Total Cost of Contract FY 2018-2025			\$110,000.00

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

*1 Hourly Rate = the hourly rate of the employee plus fringe

** Labor Additive is applied to cover benefits that are

***Material Handling is applied to cover the costs associated

****Maintenance/Billing Overhead is composed of indirect personal expenses and lab tes

Shop Overhead covers indirect costs such as administration shop personnel. It is applied to shop labor and materials. Thi

**STATE OF MINNESOTA
INTERAGENCY PARTNERSHIP AGREEMENT**

Location: Fiber optic rings in Minneapolis, St Paul and surrounding metro area.
Description of Services: Provide single mode fiber pair on MnDOT's Regional Transportation Management Center (RTMC) fiber network.

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Office of MN.IT Services ("MN.IT").

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of the State of Minnesota.
2. The parties wish to cooperatively provide network communications utilizing fiber on MnDOT's Regional Transportation Management Center (RTMC) fiber infrastructure.
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1 Term of Agreement;

- 1.1 **Effective Date:** This Agreement will be effective the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on June 30, 2030, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibit A is attached and incorporated in to this agreement by reference.

- 2 Scope of Work and Responsibilities of Each Party.** MnDOT will provide MN.IT with 1 pair of single mode fibers on the RTMC fiber infrastructure in a ring topology this configuration will provide fiber resiliency and assist during scheduled construction and in the event fiber damages have occurred. MnDOT will re-route around construction impacted fiber or facilitate temporary fiber installations to prevent loss of connectivity when possible. MN.IT will utilize the dark fiber in its own network design for Minnesota's Network for Enterprise Telecommunications (MNET) connected customers. In the event of fiber outage emergency MnDOT and MN.IT will work collaboratively to determine issues and coordinate the best way to resolve the emergency.

2.1 MnDOT Responsibilities. MnDOT will:

- 2.1.1 Provide all management and routing of fiber on the RTMC fiber infrastructure including routing around construction impacts, fiber locates, planned/unplanned fiber repairs, and service notification of scheduled maintenance. Fiber located on MnDOT ROW will be owned and operated by MnDOT.
- 2.1.2 Provide a quarterly spreadsheet such as Exhibit A, which is effective as of this agreements execution date, containing MNET Locations Utilizing MNDOT RTMC fiber infrastructure to MN.IT. A hardcopy is attached. The Exhibit, will be updated quarterly, and will include Customer Name, Customer, Site, Location address, Status, Active Date, Billing Date, Monthly Cost, Monthly Total and Yearly Total and will be submitted quarterly to MN.IT.

2.1.3 Be responsible for approving and forwarding the revised quarterly Exhibit to ARAgreements.DOT@state.mn.us for invoicing each quarter when it is received from MN.IT.

2.2 MN.IT Responsibilities. MN.IT will:

2.2.1 Construct, contract, and pay for all new fiber laterals including the costs associated to splicing into the RTMC fiber infrastructure, pull all needed permits and be responsible for all aspect of fiber management for fiber lateral segment that connect to the RTMC fiber infrastructure, including maintenance, locates, repairs, and reroutes. A point of delineation at the MnDOT Right of Way (ROW) will be installed on any lateral connection leaving MnDOT ROW. Fiber outside of the MnDOT ROW will be owned and operated by MN.IT.

2.2.2 Design MNET customer connections incorporating the fiber resiliency providing dual path connectivity for all customers on the RTMC fiber infrastructure, install, and manage all network equipment to operationalize the MnDOT RTMC provided fiber and take all MNET customer calls regarding all aspects of service.

2.2.3 Charges will be assessed and paid in the amount of \$473.32 (Four hundred seventy three dollars and thirty two cents) each month for each connection that is in current and new connection in existence for 30 days.

2.2.4 MN.IT will send the quarterly revised Exhibit, to MnDOT showing what changes have been made to the locations and only revise the Exhibit, to facilitate the invoicing process. Changes to the Exhibit A will only be made once each quarter and the updated Exhibit A will be added and incorporated into this agreement by reference.

3 Consideration and Payment

3.1 Upon execution of this agreement MnDOT will invoice MN.IT as follows:

3.1.1 Each active location and any new location in place for 30 days, according to the active date listed in the Exhibit, and will be charged at the rate of \$473.33 per month. Each quarter the adjustments will be made and reflected in the new Exhibit, and quarterly payments will be made for that quarter. Adjustments to the quarterly invoice will take place and be reflected in the new Exhibit. This Interagency Agreement will not be amended to reflect changes, removal, and/or additions to the locations.

3.1.2 The total obligation of MN.IT for all compensation and reimbursements to MnDOT under this Agreement will not exceed \$1,500,000.00 (One Million Five Hundred Thousand Dollars).

3.1.3 After Fiscal year 2022, an inflationary increase may be added to the per location costs. This COLA would not be greater than the official rate of inflation.

4 Conditions of Payment.

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

4.2 MN.IT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. If an invoice is incorrect, defective or otherwise improper, MN.IT will notify MnDOT within 10 days of discovering the error. After MN.IT receives the corrected invoice, MN.IT will pay MnDOT within 30 days of receipt of such invoice.

4.3 MnDOT will create and enter an invoice in SWIFT.

4.4 MN.IT will make payment to MnDOT using the bilateral netting process in SWIFT.

5 Authorized Representatives

5.1 MnDOT's Authorized Representative will be:

Name: Ralph Adair or his successor
Title: RTMC Integration and Systems Engineer
Location: MnDOT District Metro, RTMC
Address: 1500 W County Road B2, Roseville, MN 55133
Telephone: 651-234-70274
Email: Ralph.Adair@state.mn.us

5.2 MN.IT's Authorized Representative will be:

Name: Jim E. Johnson or his successor.
Title: Communications Director, MN.IT Services
Address: 658 Cedar St, St Paul, MN 55155
Telephone: 651-201-1016
Email: jim.e.johnson@state.mn.us

6 Amendments

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

7 Liability

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

8. **Audit:** -Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of the MN.IT relevant to this Agreement are subject to examination by State and the Legislative Auditor for a minimum of six years.

9. **Jurisdiction and Venue:** - Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

10. **Government Data Practices:** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties.

11. Assignment and Amendments

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

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

12. Waiver; Contract Complete

12.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.

12.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

13 Termination

Either party may terminate this Agreement at any time, with or without cause, upon twenty four months' notice.

MN.IT ENCUMBRANCE VERIFICATION

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

Signed: Lynette Digitally signed
by Lynette Podritz

Date: Podritz Date: 2016.11.22
14:51:52 -06'00'

SWIFT Contract (SC) ID No.: 118016

Purchase Order (PO) ID No.: 3000017269

MnDOT

By: Michelle P. Baines
(with delegated authority)

Title: Assistant Commissioner

Date: 11/30/16

Office of MN.IT Services*

*Please attach the applicable Delegation of Authority, if necessary.

By: Tu Tong Digitally signed
by Tu Tong -
CFO

Title: - CFO Date: 2016.11.23
10:24:48 -06'00'

Date: _____

MnDOT CONTRACT MANAGEMENT

By: Kyran Jank

Date: 12/8/2016

**INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA DEPT OF VETERANS AFFAIRS—VETERANS HOME MINNEAPOLIS
FOR
SUPPLY ROAD SALT FOR WINTER SEASON OF 2017-2022**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation (“MnDOT”) and the Minnesota Dept of Veterans Affairs—Veteran’s Home Minneapolis (“VDVA-VHMM”) located at: 5101 Minnehaha Avenue South, Minneapolis, MN 55417.

Recitals

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

Agreement

1. Term of Agreement; Exhibits

- 1.1 *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and VDVA-VHM officials pursuant to Minnesota law.
- 1.2 *Expiration date.* This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 11.
- 1.3 *Exhibits.* Exhibit A is attached and incorporated into this agreement.

2. Scope of Work and Responsibilities of Each Party.

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit A.

2.1 MnDOT responsibilities. MnDOT will:

- 2.1.1 On November 1st of each year (at current rate), invoice VDVA-VHM for 50 tons of road salt for the winter season,
- 2.1.2 Provide up to 50 tons of road salt,
- 2.1.3 Load salt,
- 2.1.4 Maintain records of salt picked up by VDVA-VHMM,
- 2.1.5 On May 1 of each year the agreement funds will be reconciled by the MnDOT’s Authorized Representative in Article 4.2 and forwarded to MnDOT Finance and any remaining funds, will be refunded to MDVA-VHM.

- 2.1.6 Will create invoices in SWIFT and make payment of refunds using the bilateral netting process in SWIFT.

2.2 **VDVA-VHM responsibilities.** VDVA-VHM will:

- 2.2.1 Promptly pay MnDOT the invoice amount for the current year,
- 2.2.2 Pick up salt up to 50 tons at the Cedar Avenue truck station,
- 2.2.3 Arrange for the hauling of road salt from the Cedar Avenue truck station,
- 2.2.4 Maintain records of salt removed,
- 2.2.5 MDVA-VHM must create and enter an invoice in SWIFT for the refund amount, if any.

3. **Terms of Payment**

- 3.1 MnDOT will invoice VDVA-VHM as follows: upon execution of this agreement Local Government will pay for salt to be picked up October 1, 2017 to June 30, 2018 cost of \$3,518.11.
- 3.2 Future payments due under this agreement will be invoiced as follows:
 - 3.2.1 Invoice July 1, 2018 for salt picked up between July 1, 2018 and June 30, 2019.
 - 3.2.2 Invoice July 1, 2019 for salt picked up between July 1, 2019 and June 30, 2020.
 - 3.2.3 Invoice July 1, 2020 for salt picked up between July 1, 2020 and June 30, 2021.
 - 3.2.4 Invoice July 1, 2021 for salt picked up between July 1, 2021 and June 30, 2022.
- 3.3 The Other Party/ Local Government will make payment to the order of the Commissioner of Transportation. IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN BELOW AND AT THE TOP OF THIS CONTRACT. Remit payment as required in Article 2.2.5:

MnDOT
 Attn: Cash Accounting
 RE: MnDOT Contract Number 1028455
 Mail Stop 215
 395 John Ireland Blvd
 St. Paul, MN 55155

- 3.4 The total obligation under this agreement is estimated to be \$18,678.13. This assumes an increase of 3% per year.

4. **Authorized Representatives**

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

Name: Jay Emerson (or successor)
 Title: South Region TOS 4
 MnDOT - Metro District--Maintenance
 Street Address: 1500 County Road B2, MS 050
 City State Zip: Roseville, MN 55113
 Telephone: 651-234-7907
 Email: Jay.emerson@state.mn.us

4.3 *VDVA-VHM 's Authorized Representative* is:

Name: Brent Gustafson, (or successor)
 Title: Groundskeeper
 Other: Department of Veterans Affairs-Veterans Home Minneapolis
 Party/Local
 Gov't Name:
 Billing Address: 5101 Minnehaha Ave South
 City State Zip: Minneapolis, MN 55417-1699
 Street Address: 5101 Minnehaha Ave South
 City State Zip: Minneapolis, MN 55417-1699
 Telephone: 612-548-5942
 Email: brent.gustafson@state.mn.us

Liability

4.4 Each party is solely responsible for its own acts or omissions associated with the tasks and deliverables covered by this Agreement. The liability of MnDOT and MDVA-VHM is governed by Minnesota §3.736 and other applicable law.

5. **Audit:** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by MnDOT and the Legislative Auditor for a minimum of six years.

6. **Jurisdiction and Venue:** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

7. **Government Data Practices:**

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

8. **Assignment and Amendments**

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

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

9. **Waiver; Contract Complete**

9.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.

9.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

10. **Termination:** This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party

VDVA-VHM

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

By: *Thomas Paul*
Title: *Asst. Adm.*
Date: *11-6-17*

COMMISSIONER OF TRANSPORTATION

By: *Ann Sabar*
Title: Assistant Commissioner or Assistant Division Director
Date: *11/20/17*

VDVA-VHM ENCUMBRANCE VERIFICATION

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

By: *Theresa Summer*
Date: *11-17-2017*
SWIFT Contract # *134484*

COMMISSIONER OF ADMINISTRATION

By: *Ryan Hauke*
Date: *11/21/17*

SWIFT Purchase Order # *30000 324 79*

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee		****Maintenance/ Billing Overhead		Materials/ Supplies Total Cost
				Percent	Cost	Percent	Cost	
Salt	50	\$56.73	\$2,836.50	24.03%	\$ 681.61			\$ 3,518.11
			\$0.00		\$ -			\$ -
			\$0.00		\$ -			\$ -
			\$0.00		\$ -		M/BO not charged to inventory.	\$ -
Total Materials and Supplies			\$0.00					\$ 3,518.11

Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost	Equipment Rental Total Cost
Equipment Rental Item 1			\$0.00	25.43%	\$0.00	\$0.00
Equipment Rental Item 2			\$0.00		\$0.00	\$0.00
Total Equipment Cost			\$0.00			\$0.00

Costs of Consultants	Amount	Consultant Total
Consultant Contract 1		\$0.00
Consultant Contract 2		\$0.00
Total Consultants	\$0.00	\$0.00

Employee -Job Class	Per Hour	*1Rate	**Labor			Total Rate \$	Hours	Total Cost of Salaries	****Maintenance/ Billing Overhead		Salaries Total Cost
			*2 Basic Fringe Rate	Additive Percent	Labor Additive \$				Percent	Cost	
1 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
1 Overtime			Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00		\$0.00	\$0.00
1								\$0.00		\$0.00	\$0.00
2 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
2 Overtime		\$0.00	Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00				\$0.00		\$0.00		\$0.00	\$0.00
2 NA								\$0.00		\$0.00	\$0.00
3 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00		\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00		\$0.00	\$0.00
3 NA								\$0.00		\$0.00	\$0.00
Total Cost of Salaries								\$0.00		\$0.00	\$0.00
Total Contract											\$3,518.11

Five year agreement with est. 3% annual increase see Table on the next page.

Boxes in	are input boxes.	Total Estimated agreement		\$18,678.13
Boxes in	are notes.			
Total Cost of Contract FY 2018	Increase %	Increase \$	\$3,518.11	
FY 2019 plus	3.0%	\$105.54	\$3,623.65	
FY 2020 plus	3.0%	\$108.71	\$3,732.36	
FY 2021 plus	3.0%	\$111.97	\$3,844.33	
FY 2022 plus	3.0%	\$115.33	\$3,959.66	
Total Cost of Contract			\$18,678.13	

Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

*1 **Hourly Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different. *2 A basic fringe rate of \$10.07 can be added to the hourly rate or to find out an employee's hourly rate including fringe, contact your Human Resources office.

** **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

*** **Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

**** **Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

Shop Overhead (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above.

Please call Contract Management for help with this calculation.

AMENDMENT # 1 TO MnDOT Interagency Partnership Agreement #1028455.

Contract Start Date:	<u>11/21/2017</u>	Original Contract Amount:	<u>\$18,678.13</u>
Orig. Contract Exp. Date:	<u>06/30/2022</u>	Prev. Amendment(s) Total:	<u>\$0.00</u>
Amended Exp. Date	<u>06/30/2022</u>	Current Amendment Amount:	<u>\$721.74</u>
		Current Contract Total	<u>\$19,399.87</u>

Project Identification :	<u>Supply Road Salt for Winter Season of 2017-2022</u>		
State Project (SP):	<u>NA</u>	Trunk Highway #:	<u>NA</u>
Federal Project #	<u>NA</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“MnDOT”) and Minnesota Dept of Veterans Affairs—Veterans Home Minneapolis (“VDVA-VHMM”).

Recitals

MnDOT has a contract with VDVA-VHMM identified as MnDOT Contract No. 1028455 (“Original Contract”) to provide road salt to VDVA-VHMM for winter season of 2017 through 2022.

This is a 5 year contract with a provision requiring an amendment be written every year to update the price of salt. MnDOT and VDVA-VHMM are willing to amend the Original Contract as stated below.

Contract Amendment

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be **bolded** and underlined.

REVISION 1. Sub-article 1.3 “**Exhibits**” is amended as follows:

1.3 *Exhibits.* Exhibit ~~AA-1~~ **A-1** is attached and incorporated into this agreement.

REVISION 2. Article 2 “**Scope of Work and Responsibilities of Each Party**” is amended as follows:

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit ~~A~~ **A-1**.

REVISION 3. Sub-article 3.2 is amended as follows:

3.2 ~~Future payments due under this agreement will be invoiced as follows~~ **Estimated future invoice costs, based on a 3% increase, are as follows:**

- 3.2.1 Invoice ~~July 1, 2018~~ for salt picked up between July 1, 2018 and June 30, 2019. **\$3,796.17**
- 3.2.2 Invoice ~~July 1, 2019~~ for salt picked up between July 1, 2019 and June 30, 2020. **\$3,910.05**
- 3.2.3 Invoice ~~July 1, 2020~~ for salt picked up between July 1, 2020 and June 30, 2021. **\$4,027.36**
- 3.2.4 Invoice ~~July 1, 2021~~ for salt picked up between July 1, 2021 and June 30, 2022. **\$4,148.18**

REVISION 4. Sub-article 3.4 is amended as follows:

RG

- 3.4 The total obligation under this agreement **and associated amendments** is estimated to be ~~\$18,678.13~~ **\$19,399.87**. This assumes an increase of 3% per year **as detailed on Exhibit A-1**.

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

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

MDVA-VHM

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

By: Thomas Paul
Title Administrator
Date 2-31-18

MDVA-VHM ENCUMBRANCE VERIFICATION

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

By: Theresa Sumner
Date: 7/12/2018
SWIFT Contract # 134484

SWIFT Purchase Order # 30000 35453

COMMISSIONER OF TRANSPORTATION

By: Spdy Matheson
Title Assistant Commissioner or Assistant Division Director
Date 9.11.18

COMMISSIONER OF ADMINISTRATION

By: Ryan Paulke
Date 9/17/2018

Exhibit A1
 Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 1028455

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee		****Maintenance/ Billing Overhead		Materials/ Supplies Total Cost
				Percent	Cost	Percent	Cost	
Salt	50	\$56.73	\$2,836.50	24.03%	\$ 681.61			\$ 3,518.11
		\$67.68	\$3,384.00	12.18%	\$ 412.17			\$ 3,796.17
			\$0.00		\$ -			\$ -
			\$0.00		\$ -		M/BO not charged to inventory.	\$ -
Total Materials and Supplies			\$0.00					\$ 3,518.11
Total Materials and Supplies			\$0.00					\$ 3,796.17

Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost	Equipment Rental Total Cost
Equipment Rental Item 1			\$0.00	25.43%	\$0.00	\$0.00
Equipment Rental Item 2			\$0.00		\$0.00	\$0.00
Total Equipment Cost			\$0.00			\$0.00

Employee -Job Class	Per Hour	*1Rate	*2 Basic Fringe Rate	**Labor Additive		Total Rate \$	Hours	Total Cost of Salaries	****Maintenance/ Billing Overhead		Salaries Total Cost
				Percent	Labor Additive \$				Percent	Cost	
1 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00	\$0.00	\$0.00	
1 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00	\$0.00	\$0.00	
1 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00	\$0.00	\$0.00	
1								\$0.00	\$0.00	\$0.00	
2 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00	\$0.00	\$0.00	
2 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00	\$0.00	\$0.00	
2 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00	\$0.00	\$0.00	
2 NA								\$0.00	\$0.00	\$0.00	
3 Employee -Job Class			\$10.07	25.45%	\$ 2.56	\$ -		\$0.00	\$0.00	\$0.00	
3 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00	\$0.00	\$0.00	
3 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00	\$0.00	\$0.00	
3 NA								\$0.00	\$0.00	\$0.00	
Total Cost of Salaries								\$0.00	\$0.00	\$0.00	
Total Contract										\$3,518.11	
Total Contract										\$3,796.17	

Boxes in are input boxes.
 Boxes in are notes.

Five year agreement with est. 3% annual increase see Table on the next page.

Total Estimated agreement

\$19,399.87

Exhibit A1
 Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

Total Cost of Contract FY 2018	Increase %	Increase \$	\$3,518.11	\$3,518.11
FY 2019 plus	3.0%	\$0.07904	\$105.54 <u>\$278.06</u>	\$3,623.65 <u>\$3,796.17</u>
FY 2020 plus	3.0%		\$108.71 <u>\$113.89</u>	\$3,732.36 <u>\$3,910.05</u>
FY 2021 plus	3.0%		\$111.97 <u>\$117.30</u>	\$3,844.33 <u>\$4,027.36</u>
FY 2022 plus	3.0%		\$115.33 <u>\$120.82</u>	\$3,959.66 <u>\$4,148.18</u>
Total Cost of Contract			\$18,678.13 <u>\$19,399.87</u>	

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

*1 **Hourly Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different. *2 A basic fringe rate of \$10.07 can be added to the hourly rate or to find out an employee's hourly rate including fringe, contact your Human Resources office.

** **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

*****Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

******Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

Shop Overhead (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above. Please call Contract Management for help with this calculation.



MnDOT Contract #: 1028455A02

AMENDMENT # 2 TO MnDOT Interagency Partnership Agreement #1028455.

Contract Start Date:	<u>11/21/2017</u>	Original Contract Amount:	<u>\$18,678.13</u>
Orig. Contract Exp. Date:	<u>06/30/2022</u>	Prev. Amendment(s) Total:	<u>\$721.74</u>
Amended Exp. Date	<u>06/30/2022</u>	Current Amendment Amount:	<u>\$3,096.76</u>
		Current Contract Total	<u>\$22,496.63</u>

Project Identification : Supply Road Salt for Winter Season of 2017-2022

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Dept of Veterans Affairs—Veterans Home Minneapolis ("VDVA-VHMM").

Recitals

MnDOT has a contract with VDVA-VHMM identified as MnDOT Contract No. 1028455 ("Original Contract") to provide road salt to VDVA-VHMM for winter season of 2017 through 2022.

This is a 5 year contract with a provision requiring an amendment be written every year to update the price of salt. MnDOT and VDVA-VHMM are willing to amend the Original Contract as stated below.

Contract Amendment

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be **bolded and underlined**.

REVISION 1. Sub-article 1.3 "Exhibits" is amended as follows:

1.3 ***Exhibits.*** Exhibit ~~A-1~~ A-2 is attached and incorporated into this agreement.

REVISION 2. Article 2 "Scope of Work and Responsibilities of Each Party" is amended as follows:

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit ~~A-1~~ A-2.

REVISION 3. Sub-article 3.2 is deleted and replaced in its entirety:

3.2	Estimated future invoice costs, based on a 3% increase, are as follows:	
3.2.1	Invoice for salt picked up between July 1, 2018 and June 30, 2019.	\$3,796.17
3.2.2	Invoice for salt picked up between July 1, 2019 and June 30, 2020.	\$4,911.95
3.2.3	Invoice for salt picked up between July 1, 2020 and June 30, 2021.	\$5,059.31
3.2.4	Invoice for salt picked up between July 1, 2021 and June 30, 2022.	\$5,211.09

REVISION 4. Sub-article 3.4 is amended as follows:

3.4 The total obligation under this agreement and associated amendments is estimated to be ~~\$19,399.87~~ \$22,496.63. This assumes an increase of 3% per year as detailed on Exhibit ~~A-1~~ A-2.

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

MDVA-VHM

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

COMMISSIONER OF TRANSPORTATION

By: Thomas Paul
Title Administrator
Date 9-4-19

By: Ann Sabor
Assistant Commissioner or
Title Assistant Division Director
Date 10/9/19

MDVA-VHM ENCUMBRANCE VERIFICATION

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

COMMISSIONER OF ADMINISTRATION

By: Shaese Gunderson
Date: 8/12/2019
SWIFT
Contract # 134484

By: Ryan Hauke
Date 10/12/2019

SWIFT
Purchase
Order # 39224

Exhibit A2
Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

MnDOT Contract: 1028455

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee		****Maintenance/ Billing Overhead		Materials/ Supplies Total Cost
				Percent	Cost	Percent	Cost	
Salt	50	\$80.68	\$4,034.00	18.79%	\$ 757.99			\$ 4,791.99
			\$0.00		\$ -			\$ -
			\$0.00		\$ -		M/BO not charged to inventory.	\$ -
Total Materials and Supplies			\$0.00					\$ 4,791.99

Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost	Equipment Rental Total Cost
Equipment Rental Item 1			\$0.00	25.43%	\$0.00	\$0.00
Equipment Rental Item 2			\$0.00		\$0.00	\$0.00
Total Equipment Cost			\$0.00			\$0.00

Employee -Job Class	Per Hour	*1Rate	**Labor		Total Rate \$	Hours	Total Cost of Salaries	****Maintenance/ Billing Overhead		Salaries Total Cost	
			*2 Basic Fringe Rate	Additive Percent Labor Additive \$				Percent	Cost		
1 Office and Administrative Specialist		\$21.08	\$10.33	25.64%	\$ 8.05	\$ 39.46	2.50	\$98.66	21.59%	\$21.30	\$119.96
1 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
1								\$98.66		\$25.09	\$119.96
2 Employee -Job Class			\$10.33	25.64%	\$ 2.65	\$ -		\$0.00		\$0.00	\$0.00
2 Overtime		\$0.00	Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00	overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
2 NA								\$0.00		\$0.00	\$0.00
3 Employee -Job Class			\$10.33	25.64%	\$ 2.65	\$ -		\$0.00		\$0.00	\$0.00
3 Overtime			Fringe and Labor Additive are not charged against			\$0.00		\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays			overtime hours			\$0.00		\$0.00		\$0.00	\$0.00
3 NA								\$0.00		\$0.00	\$0.00
Total Cost of Salaries								\$98.66		\$25.09	\$119.96

Total Contract **\$4,911.95**

Boxes in	are input boxes.	Total Estimated agreement			\$22,496.63
Boxes in	are notes.	Five year agreement with Actual FY18-20, Estimated FY 21-22 3% annual increase see Table below.			
			Cost per year		
Total Cost of Contract FY 2018	Increase %	Increase \$		\$3,518.11	
FY 2019 plus	7.9%	\$278.06		\$3,796.17	
FY 2020 plus	29.4%	\$1,115.78		\$4,911.95	
FY 2021 plus	3.0%	\$147.36		\$5,059.31	
FY 2022 plus	3.0%	\$151.78		\$5,211.09	
Total Cost of Contract				\$22,496.63	

Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

*1 **Hourly Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different.

** **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

*****Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

******Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

Shop Overhead (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above. Please call Contract Management for help with this calculation.



Purchase Order



**Veterans Affairs Department
Mpls Veterans Home**

Dispatched

Phone Dispatch

Purchase Order H7501-3000039224	Date 07/01/2019	Revision 1 - 08/12/2019	Page 1 of 1
Payment Terms Net 0	Freight Terms FOB Pallow	Shlp Via Ground	Event ID
Buyer Theresa C Gunderson	Phone 812/548-5951	Currency USD	Agency Reference

Vendor:
T790000000
TRANSPORTATION DEPT
395 JOHN IRELAND BLVD
ST PAUL MN 56165
United States

Ship To:
WAREHOUSE
5101 MINNEHAHA AVE SO
MPLS MN 55417-1647
United States

Attention:
Not Specified

Bill To:
ACCOUNTS PAYABLE
2ND FL/BLDG 10
5101 MINNEHAHA AVE S
MPLS MN 55417-1647
United States

Line - Sch	Item/Description Mfg Itm ID	Tax Exempt? Tax Exempt ID: Manufacturer Name	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FY 20 ROAD SALT Amendment 2		1.0000	LO	4911.95000	4911.95	07/01/2019

Contract ID: 00000000000000000000134484

Contract Line: 3

Schedule Total	4911.95
Item Total	4911.95
Total PO Amount	4911.95

1. Show the purchase order number on invoice and all tags, packages and correspondence.
2. This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response. In case of a conflict in terms, the order of precedence shall be: First, this P.O., second the contract, third the RFP/RFB, and fourth the vendor's response.
3. All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.
4. Invoicing must match line items on the purchased order.
5. DO NOT COLLECT SALES TAX on this order unless instructed to do so on this Purchase Order or the solicitation document. Effective July 1, 1996, Minnesota State agencies use a Direct Pay Authorization to pay the applicable sales and use tax directly to the Department of Revenue under Minnesota Tax ID 4406717. The Department of Revenue does not require State agencies to complete the ST3 Form with this order.
6. Payment terms are Net 30 unless a discount is offered for early payment.

Issuer certifies that funds have been encumbered and appropriate approvals have been obtained.



AMENDMENT # 03 TO MnDOT Interagency Partnership Agreement #1028455.

Project Identification: Supply Road Salt for Winter Season of 2017-2022

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Minnesota Dept of Veterans Affairs—Veterans Home Minneapolis ("VDVA-VHMM").

Recitals

MnDOT has a contract with VDVA-VHMM identified as MnDOT Contract No. 1028455 ("Original Contract") to provide road salt to VDVA-VHMM for winter season of 2017 through 2022.

This is a 5 year contract with a provision requiring an amendment be written every year to update the price of salt. MnDOT and VDVA-VHMM are willing to amend the Original Contract as stated below.

Contract Amendment

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be **bolded** and underlined.

REVISION 1. Sub-article 1.3 "**Exhibits**" is amended as follows:

1.3 **Exhibits.** Exhibit ~~A-2~~ A-3 is attached and incorporated into this agreement.

REVISION 2. Article 2 "**Scope of Work and Responsibilities of Each Party**" is amended as follows:

MnDOT will provide up to 50 tons of road salt (sodium chloride) per year to VDVA-VHMM at the current rate per ton from the Cedar Ave. Truck Station.

Contract will be amended each year to reflect current pricing. Estimated pricing for future years is detailed on Exhibit ~~A-2~~ A-3.

REVISION 3. Sub-article 3.2 is deleted and replaced in its entirety:

3.2	Estimated future invoice costs, based on a 3% increase, are as follows:	
3.2.1	Invoice for salt picked up between July 1, 2017 and June 30, 2018	\$3,518.11
3.2.1	Invoice for salt picked up between July 1, 2018 and June 30, 2019	\$3,796.17
3.2.2	Invoice for salt picked up between July 1, 2019 and June 30, 2020	\$4,911.95
3.2.3	Invoice for salt picked up between July 1, 2020 and June 30, 2021	\$4,496.25
3.2.4	Invoice for salt picked up between July 1, 2021 and June 30, 2022	<u>\$4,631.14</u>
	Estimated Contract total	\$21,353.62

REVISION 4. Sub-article 3.4 is amended as follows:

3.4 The total obligation under this agreement and associated amendments is estimated to be ~~\$22,496.63~~ \$21,353.62. This assumes an increase of 3% per year as detailed on Exhibit ~~A-2~~ A-3.

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

MDVA-VHM

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

COMMISSIONER OF TRANSPORTATION

By: Thomas Paul
Title: Administrator
Date: 8-3-2020

By: _____
Title: Assistant Commissioner or Assistant Division Director
Date: _____

MDVA-VHM ENCUMBRANCE VERIFICATION

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

COMMISSIONER OF ADMINISTRATION

By: Theresa Gundersen
Date: 8/11/2020
SWIFT Contract #: 134484

By: _____
Date: _____

SWIFT Purchase Order #: 30000 44847

Article 2 Partnership Proposal Reference

Materials and Supplies (Inventory)	Unit	Rate	Total	***Material Handling Fee		****Maintenance/ Billing Overhead		Materials/ Supplies Total Cost
				Percent	Cost	Percent	Cost	
Salt	50	\$71.41	\$3,570.50	22.54%	\$ 804.79			\$ 4,375.29
			\$0.00		\$ -			\$ -
			\$0.00		\$ -			\$ -
Total Materials and Supplies			\$0.00				M/BO not charged to inventory.	\$ -
								\$ 4,375.29

Equipment Rental Item	Rate	Per Unit	Total	Percent	Cost	Equipment Rental Total Cost
Equipment Rental Item 1			\$0.00	25.43%	\$0.00	\$0.00
Equipment Rental Item 2			\$0.00		\$0.00	\$0.00
Total Equipment Cost			\$0.00			\$0.00

Employee -Job Class	Per Hour	*1Rate	**Labor		Total Rate \$	Hours	Total Cost of Salaries	****Maintenance/ Billing Overhead		Salaries Total Cost	
			*2 Basic Fringe Rate	Additive Percent Labor Additive \$				Percent	Cost		
1 Office and Administrastive Specialist		\$21.61	\$10.33	22.93%	\$ 7.32	\$ 39.26	2.50	\$98.16	23.23%	\$22.80	\$120.96
1 Overtime						\$0.00		\$0.00		\$0.00	\$0.00
1 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00		\$0.00	\$0.00
1						\$0.00		\$0.00		\$0.00	\$0.00
2 Employee -Job Class			\$10.33	22.93%	\$ 2.37	-		\$0.00		\$0.00	\$0.00
2 Overtime		\$0.00				\$0.00		\$0.00		\$0.00	\$0.00
2 Overtime X2 - Sundays and Holidays		\$0.00				\$0.00		\$0.00		\$0.00	\$0.00
2 NA						\$0.00		\$0.00		\$0.00	\$0.00
3 Employee -Job Class			\$10.33	22.93%	\$ 2.37	-		\$0.00		\$0.00	\$0.00
3 Overtime						\$0.00		\$0.00		\$0.00	\$0.00
3 Overtime X2 - Sundays and Holidays						\$0.00		\$0.00		\$0.00	\$0.00
3 NA						\$0.00		\$0.00		\$0.00	\$0.00
Total Cost of Salaries								\$98.16		\$24.96	\$120.96
Total Contract											\$4,496.25

Boxes in are input boxes. **Total Estimated agreement \$21,353.62**
 Boxes in are notes. **Five year agreement with Actual FY18-20, Estimated FY 21-22 3% annual increase see Table below.**

Total Cost of Contract FY 2018	Increase %	Increase \$	Cost per year
			\$3,518.11
FY 2019 plus	7.9%	\$278.06	\$3,796.17
FY 2020 plus	29.4%	\$1,115.78	\$4,911.95
FY 2021 plus	-8.46%	-\$415.70	\$4,496.25
FY 2022 plus	3.0%	\$134.89	\$4,631.14
Total Cost of Contract			\$21,353.62

Estimated Cost of MPC Work Order 1 for 2018/2022 Snow Seasons

Rates/Additives are established each year by the Office of Financial Management. Find the current rates by going to the Managerial Accounting page of the Financial Management Office. Cut and paste the URL below:
<http://ihub.dot.state.mn.us/financialmanagement/financial-ops/managerialaccounting.html>

*1 **Hourly Rate** = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different.

** **Labor Additive** is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

*****Material Handling** is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers.

******Maintenance/Billing Overhead** is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing. Maintenance/Billing Overhead is not applied to inventory items.

Shop Overhead (54.10%) covers indirect costs such as administration and supervision, training, and building expenses for the shops. This rate is used for all work done by shop personnel. It is applied to shop labor and materials. This charge is not covered in the spreadsheet above. Please call Contract Management for help with this calculation.

INTERAGENCY PARTNERSHIP CONTRACT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA DEPARTMENT OF PUBLIC SAFETY, STATE PATROL DIVISION
FOR
RENTAL OF CLASSROOM SPACE AT MNDOT'S TRAINING CENTER

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("State") and Minnesota Department of Public Safety, State Patrol Division ("DPS-SPD") located at: 445 Minnesota Street #130, Saint Paul, MN 55101-5130.

Recitals

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

Agreement

1. **Term of Agreement; Exhibits**
 - 1.1.1 **Effective date.** This Agreement will be effective upon execution and approval by the appropriate State and Other Party/Local Government officials pursuant to Minnesota law.
 - 1.1.2 **Expiration date.** This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 11.
 - 1.2 **Exhibits.** Exhibit A is attached and incorporated into this agreement.
2. **Scope of Work and Responsibilities of Each Party.** This agreement will provide for the use of classroom space as defined in Exhibit A, located in the MnDOT Training Center in Shoreview, 1900 West County Road I, Shoreview, MN 55126 to the DPS-SPD, which will be scheduled in advance for each training event.
 - 2.1 **State responsibilities.** State will:
 - 2.1.1 Create invoices for classroom space used by DPS-SPD, from July 1, 2017 until the date this agreement is approved and, thereafter, monthly for classroom space use in accordance with pricing listed on Exhibit A.
 - 2.1.2 Reserve available classroom space per DPS-SPD request.
 - 2.1.3 Set-up classroom(s) on reserved dates per DPS-SPD request.
 - 2.1.4 Provide room clean up.
 - 2.2 **DPS-SPD responsibilities.** DPS-SPD will:
 - 2.2.1 Pay invoiced amount for classroom space used in accordance with pricing listed on Exhibit A.
 - 2.2.2 Schedule classroom use with MnDOT Training Center front desk.
 - 2.2.3 Obtain all necessary permits and licenses required for DPS-SPD training activities.

- 2.2.4 Be responsible for internal security of personal property within the MnDOT classroom areas assigned.
- 2.2.5 Accept full responsibility for the conduct of all DPS-SPD employees and other individuals invited by DPS-SPD.

3. **Terms of Payment**

- 3.1 State will invoice for classroom space use upon execution of this agreement using the bilateral netting process in SWIFT. The estimated amount for this contract is \$25,000.00. If the estimated amount is exceeded, an amendment will be executed.
 - 3.1.1 State will create an invoice in SWIFT..
 - 3.1.2 DPS-SPD will make payment in SWIFT.

4. **Authorized Representatives**

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

4.2 *State's Authorized Representative* is

Name:	Linda Hinrichs (or successor).
Title:	Training Manager
MnDOT -	Corporate Services/Office of Human Resources
Street Address:	1900 West County Road I, MS 206
City State Zip:	Shoreview, MN 55126
Telephone:	651-366-5244
Email:	linda.hinrichs@state.mn.us

4.3 *DPS-SPD Authorized Representative* is:

Name:	Eric Barthel (or successor).
Title:	Captain
Other Party:	Department of Public Safety, State Patrol Division
Billing Address:	445 Minnesota Street #130
City State Zip:	Saint Paul, Mn 55101-5130
Telephone:	651-757-1910
Email:	eric.barthel@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:** This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party.'

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

**DEPARTMENT OF PUBLIC SAFETY –
STATE PATROL DIVISION**

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

By: 
Title: Asst. Chief
Date: 10/2/17

COMMISSIONER OF TRANSPORTATION

By: 
Title: Assistant Commissioner or
Assistant Division Director
Date: 10-12-17

STATE ENCUMBRANCE VERIFICATION

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

By: 
Date: 3 Oct 2017
SWIFT Contract #: 83267

COMMISSIONER OF ADMINISTRATION

By: 
Date: 10/16/2017

SWIFT Purchase Order #: Article po's

EXHIBIT A: MnDOT Classroom Rental Information At A Glance

Room #	Daily Rate	Classroom Style Capacity	Conference Style Capacity	Notes	Size
1	\$100	60-80	40		32'x64'
2	\$75	32	25	Smartboard	32'x32'
3	\$75	32	25		32'x32'
4	\$100	60-80	40		32'x64'
5	\$250	18		18 computer workstations	
6	\$250	8		CAES CADD 8 computer workstations	
7	\$250	12		CAES CADD 12 computer workstations	
8	\$85	40	25-30		30'x46'
9	\$75	14	14	Skype Conference Equipment	20'x22'
10	\$85	45	30		33'x46'
11	\$75	20	20		25'34'
14	\$75	12	12		15'x20'
A	\$75	8	8	Desktop Skype Conference equipment	30'x40'

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Federal Project Number: HSIP 8817(245)
State Project Number (SP): 8816-2556
Trunk Highway Number (TH): N/A
Project Identification: LRS System Mapping & Support

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This Agreement will expire on December 31, 2018, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type Code 9025.
- 2.2 **Project Statement:** This effort will provide professional services to the MnDOT Office of Traffic, Safety and Technology for its data processes to analyze intersections and mapping needs.
- 2.3 MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

3 Consideration and Payment

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this Agreement will not exceed \$ 366,966.36.

4. Conditions of Payment

- 4.1. All services provided by MnGEO under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3. MnGeo must create and enter an invoice in SWIFT.
- 4.4. MnDOT will make payment using the bilateral netting process in SWIFT.

5 Authorized Representatives

5.1 MnDOT's Authorized Representative will be:

Name/Title: Ron Bisek, Contract Administrator (or his/her successor)
Address: Minnesota Department of Transportation
1500 County Road B2, MS 725
Roseville, MN 55113
Telephone: 651-234-7057
E-Mail: ron.bisek@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Brad Estochem, State Traffic Safety Engineer (or his/her successor)
Address: Minnesota Department of Transportation
1500 West County Road B2, MS 725
Roseville, MN 55113
Telephone: 651-234-7011
E-Mail: bradley.estochem@state.mn.us

5.3 MN.IT's Authorized Representative will be:

Name/Title: Dan Ross, Chief Geographic Information Officer (or his/her successor)
Address: Office of MN.IT Services
Minnesota Geospatial Information Office
658 Cedar Street, Suite 300
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

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

7 Liability

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

8 Termination

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

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

MnDOT ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract (SC) ID No.: 130856

Purchase Order (PO) ID No.: 3000375271

MN.IT

*Please attach the applicable Delegation of Authority, if necessary

By: 

Title: CEO

Date: 8/23/17

MnDOT

By: _____

(with delegated authority)

Title _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

Exhibit A Scope of Work

A. MnGeo deliverables, duties and responsibilities:

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for the Traffic Safety Operations' (OTST) primary contact and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The Total Obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties, however hours may be shifted between tasks as necessary after discussion with OTST's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

Task 1: Update the LRS Web service to support LRS Map Version

To create and implement a LRS Map Version within the MnDOT LRS Database, update the crash web services and basemap hosted with MnGeo, and update the Crash application database with a map version the following tasks must be completed:

1. Obtain a LRS data set from MnDOT with the map version included
2. Update the Crash web service (GetDPSAttributes) that supplies a map version to the MNCrash Application (along with route, route system, etc.) (MnGeo)

MnGeo will obtain an updated LRS data schema and data from MnDOT that contains the map version, update the basemap and web services, create shape files (for disconnected mapping) and then push out the shape files and update the web services all at the same time, so that everyone is using the same version of the LRS data.

Deliverables:

MnGeo will provide the following services:

1. Updated LRS data with map version to the Crash application via web services (*cost covered by an SA with DPS*)
2. Updated data store (*cost covered by and SA with DPS*)
 - a. Load into dev, test, prod
3. Updated Statewide web service background basemap cache service that makes map version information available to MNCrash App and database (*cost in budget below*)
 - a. Publish data from database into the cached web map service
4. Update crash web service (GetDPSAttributes) to ensure LRS map version is available to the Crash application and database (*cost in budget below*)
5. Create shape files with map version for deployment and use in disconnected mode (*cost covered by an SA with DPS*)
 - a. LRS data clipped to county boundary and named accordingly
 - i. LRSE reference post
 - ii. LRSE street name
 - iii. LRSN cartographic length
6. Fully test and verify map and web services (*cost in budget below*)
7. Shape files pushed to DPS site (*cost covered by an SA with DPS*)
8. Clients must be updated at the same time the refreshed map services are brought online

Task 2: Setup and Hosting of Insights for ArcGIS

Hosting Insights for ArcGIS includes the following:

1. Management of Users (different levels of users)
2. Setup and maintain environment(s) – Prod/Test/Dev
3. Setup and maintain Insights for ArcGIS
4. Provide assistance with using crash data and Insights

This estimate is made on the assumption that Insights for ArcGIS will be setup and configured in MnDOT's hosting environment. If this assumption is incorrect, infrastructure costs will need to be added to the estimate.

Deliverables:

MnGeo will provide the following services:

1. Setup environment for Insights for ArcGIS
2. Set up Insights for ArcGIS user management
3. Manage the Insights for ArcGIS environment and licensing
4. Provide assistance to MN.IT partnering with MnDOT as needed to setup and support Esri Insights

Task 3: Hosting Instance of Portal for ArcGIS to Support Esri Insights

Hosting Portal for ArcGIS includes the following:

1. Management of Users (different levels of users)
2. Setup and maintain environment(s)
3. Setup and maintain Portal for ArcGIS

Deliverables:

MnGeo will provide the following services:

1. Portal for ArcGIS environment
2. Portal for ArcGIS user management for MnDOT to connect to
3. Managed Portal for ArcGIS environment and licensing

Task 4: Keep Crash Data Current with the LRS

Provide support for mapping and analysis requests including:

1. Compare and identify centerline changes between versions of LRS data crashes are located against.
2. Identify and analyze crashes affected by LRS changes
3. Automate LRS change detection
4. Prepare and integrate intersection data with crashes to show initial analysis
5. Convert older crashes to the new LRS measures and document associated processes

Analyze the LRS for 4 possible changes: spatial change (realignment or addition or removal of a road), route name change, mileage change and route system change. Changes will be output in a format such that change can be individually identified. Analyze crashes that are affected by any of the LRS changes. Develop tools and process needed for automated updates as desired by OTST.

Deliverables:

MnGeo will provide the following services:

1. Tools, scripts and related documentation that allow for the automation of change detection for crashes and LRS data
2. Geospatial data files identifying crashes for review based on changes described above.

3. Additional tasks to be determined and agreed upon with OTST point of contact

Task 5: Project Specific Mapping Requests

Deliverables:

MnGeo will provide the following services, some potential project mapping requests include:

1. Tools, scripts and related documentation that allow for the automation of:
 - a. Grade-Separate Interchange Feature Class
 - b. At-Grade Intersection Feature Class
 - c. Sections Feature Classes
 - d. Crash Feature Class(es)
 - e. Prepare data for integration with Insights
 - f. Create ETL processes as necessary to support ongoing use of data from disparate sources.

Task 6: Project Administration and Project Management

MnGeo will:

1. General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
2. General project management services including status reports, meetings with clients, detailed requirements gathering, tasks and deliverables definitions and creation, and project communication. Project management was calculated by 20% of the total hours estimated for the project.

Task 7: System Maintenance and Infrastructure

Infrastructure:

LRS comparison will be within the MnGeo shared geospatial managed hosting environment. For the purposes of this project, it is assumed that the production and development infrastructure will be available for fiscal year 2018 and 2019. Data and services for OTST will be hosted on their own dedicated infrastructure.

In addition to OTST's resources, MnGeo will provide the following ongoing services:

1. Provide a secure, reliable platform for hosting and deploying OTST's GIS data.
2. Address any reported issues.
3. Answer questions as appropriate
4. As needed and requested by OTST staff, quarterly meetings with OTST staff will be scheduled by MnGeo to discuss issues that have arisen.
5. MnGeo will coordinate with MN.IT Managed Hosting regular OS patching and updates.
6. 4 servers, 2 in production, 2 in development.

System Maintenance:

System maintenance has been included in the infrastructure costs and will be assessed each month. System maintenance has been determined to be 40 hours per server per year. The infrastructure budget table below includes the system maintenance costs for the dedicated environment.

Timeline: Products and services will be provided throughout the duration of the agreement.

B. MnDOT OTST deliverables, duties and responsibilities:

Under the terms of this agreement, OTST will:

1. Meet quarterly with MnGeo staff to review data, web site and related topics, as requested by OTST.
2. Provide MnGeo with timely review and comments on data or website, as requested by OTST.
3. Provide specific work orders through MnGeo's Authorized Representative.
4. Acting through OTST's primary contact for this contract, provide MnGeo with timely notification of any problems.

**Exhibit B
Budget**

Task 1: Update the LRS Web service to support LRS Map Version	Hours FY18	FY18 Rates	FY18 Charges
GIS - Intermediate	40	\$80.60	\$3,224.00
GIS - Advanced	40	\$95.70	\$3,828.00
Staffing Total:	80		\$7,052.00

Task 2: Setup and Hosting Instance of Insights for ArcGIS	Hours FY18	FY18 Rates	FY18 Charges
GIS - Intermediate	80	\$80.60	\$6,448.00
GIS - Advanced	80	\$95.70	\$7,656.00
Staffing Total:	160		\$14,104.00

Task 3: Hosting Instance of Portal for ArcGIS to Support Esri Insights	Hours FY18	FY18 Rates	FY18 Charges
GIS - Intermediate	80	\$80.60	\$6,448.00
GIS - Advanced	40	\$95.70	\$3,828.00
Staffing Total:	120		\$10,276.00

Task 4.1: LRS Changes and Analyze crashes	Hours FY18	FY18 Rates	FY18 Charges
GIS - Basic	100	\$62.60	\$6,260.00
GIS - Intermediate	380	\$80.60	\$30,628.00
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	480		\$36,888.00

Task 4.2: Automate LRS Change Detection	Hours FY18	FY18 Rates	FY18 Charges
GIS - Basic	240	\$62.60	\$15,024.00
GIS - Intermediate	130	\$80.60	\$10,478.00
GIS - Advanced	6	\$95.70	\$574.20
Staffing Total:	376		\$26,076.20

Task 4.3: Convert Older Crashes to New LRS	Hours FY18	FY18 Rates	FY18 Charges
GIS - Basic	80	\$62.60	\$5,008.00
GIS - Intermediate	210	\$80.60	\$16,926.00
GIS - Advanced	70	\$95.70	\$6,699.00
Staffing Total:	360		\$28,633.00

Task 5.1: Grade-Separate Interchange Feature Class	Hours FY18	FY18 Rates	FY18 Charges
GIS - Basic	70	\$62.60	\$4,382.00
GIS - Intermediate	73	\$80.60	\$5,883.80
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	143		\$10,265.80

Task 5.2: At-Grade Intersection Feature Class	Hours FY18	FY18 Rates	FY18 Charges
GIS - Basic	50	\$62.60	\$3,130.00
GIS - Intermediate	60	\$80.60	\$4,836.00
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	110		\$7,966.00

Task 5.3: Sections Feature Classes	Hours FY18	FY18 Rates	FY18 Charges
GIS - Basic	80	\$62.60	\$5,008.00
GIS - Intermediate	120	\$80.60	\$9,672.00
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	200		\$14,680.00

Task 5.4: Crash Feature Class(es)	Hours FY18	FY18 Rates	FY18 Charges
GIS - Basic	100	\$62.60	\$6,260.00
GIS - Intermediate	160	\$80.60	\$12,896.00
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	260		\$19,156.00

Task 5.5: Prepare data and ETL	Hours FY18	FY18 Rates	FY18 Charges
GIS - Basic	120	\$62.60	\$7,512.00
GIS - Intermediate	220	\$80.60	\$17,732.00
GIS - Advanced	40	\$95.70	\$3,828.00
Staffing Total:	380		\$29,072.00

Task 5.6: Aggregate interchanges	Hours FY18	FY18 Rates	FY18 Charges
GIS - Basic	240	\$62.60	\$15,024.00
GIS - Intermediate	240	\$80.60	\$19,344.00
GIS - Advanced	80	\$95.70	\$7,656.00
Staffing Total:	560		\$42,024.00

Task 6.1: Project Administration and Project Management	Hours FY18	FY18 Rates	FY18 Charges
GIS - Intermediate	577.97	\$80.60	\$46,584.00
GIS - Advanced	12	\$95.70	\$1,148.40
Staffing Total:	590		\$47,732.40

Task 6.2: Contracted person	Hours FY18	FY18 Rates	FY18 Charges
GIS - Intermediate	310.17	\$80.60	\$25,000.00
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	310		\$25,000.00

Task 7: System Maintenance and Infrastructure	Hours FY18	FY18 Rates	FY18 Charges
GIS - Intermediate	320	\$80.60	\$25,792.00
Staffing Total:	320		\$25,792.00
Non-Staffing	Months	FY18 Rates Per Month	FY18 Charges
FY18 Environment			
Dedicated infrastructure	24	\$927.04	\$22,248.96
Non-Staffing Total:			\$22,248.96
Sub-Total:			\$48,040.96

<i>Summary of Charges</i>	<i>Total Hours</i>		<i>Total Charges</i>
<i>Contract Staffing Total:</i>	<i>4,449</i>		<i>\$344,717.40</i>
<i>Contract Non-Staffing Total:</i>			<i>\$22,248.96</i>
<i>Contract Total:</i>	<i>4,449</i>		<i>\$366,966.36</i>

AMENDMENT NO. 1 TO MnDOT CONTRACT NO. 1029094

Contract Start Date: August 25, 2017	Original Contract Amount:	\$ 366,966.36
Original Contract Expiration Date: December 31, 2018	Previous Amendment(s) Total:	\$ N/A
Current Contract Expiration Date: December 31, 2018	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: December 31, 2019	Total Amended Contract Amount:	\$ 366,966.36

Federal Project Number: HSIP 8817(245)
State Project Number (SP): 8816-2556
Trunk Highway Number (TH): N/A
Project Identification: LRS System Mapping & Support

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and MN.IT Services ("MN.IT"), Minnesota Geospatial Information Office ("MnGeo").

RECITALS

1. State has a contract with Contractor identified as MnDOT Contract Number 1029094 ("Original Contract"). This contract provides professional services for MnDOT data processes to analyze intersections and mapping needs.
2. The contract is being amended to allow additional time for the development of crash analysis tools and reallocate budgeted labor costs to cover increased server expense needed for the project.
3. State and Contractor are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded** and underlined.

REVISION 1. Subarticles 1.2-1.3 are amended as follows:

- 1.2 **Expiration Date:** This Agreement will expire on December 31, ~~2018~~ **2019**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits ~~A and B~~ **A-1 and B-1** are attached and incorporated into this Agreement.

REVISION 2. Subarticle 2.3 is amended as follows:

- 2.3 MnGeo will perform the duties and provide the deliverables as identified in ~~Exhibit A~~ **Exhibit A-1**.

REVISION 3. Subarticle 3.1 is amended as follows:

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in ~~Exhibit B~~ **Exhibit B-1**.

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

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

MnDOT ENCUMBRANCE VERIFICATION

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

Signed: Sue Buhl Digitally signed by Sue Buhl
Date: 2018.12.28 08:52:07 -06'00'

SWIFT Contract (SC) ID No.: 130856

Purchase Order (PO) ID No.: 3000438455

MN.IT

*Please attach the applicable Delegation of Authority, if necessary.

By: Tracy A. Gerasch Digitally signed by Tracy A. Gerasch
Title: Gerasch
Date: 2018.12.27 08:17:29 -06'00'

MnDOT

By: [Signature]
(with delegated authority)

Title: Assistant Commissioner - State A2

Date: 12/28/2018

MnDOT CONTRACT MANAGEMENT

By: [Signature]
Date: 12-28-2018

Exhibit A-1 Scope of Work

A. MnGeo deliverables, duties and responsibilities:

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for the Traffic Safety Operations' (OTST) primary contact and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The Total Obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties, however hours may be shifted between tasks as necessary after discussion with OTST's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

Task 1: Update the LRS Web service to support LRS Map Version

To create and implement a LRS Map Version within the MnDOT LRS Database, update the crash web services and basemap hosted with MnGeo, and update the Crash application database with a map version the following tasks must be completed:

1. Obtain a LRS data set from MnDOT with the map version included
2. Update the Crash web service (GetDPSAttributes) that supplies a map version to the MNCrash Application (along with route, route system, etc.) (MnGeo)

MnGeo will obtain an updated LRS data schema and data from MnDOT that contains the map version, update the basemap and web services, create shape files (for disconnected mapping) and then push out the shape files and update the web services all at the same time, so that everyone is using the same version of the LRS data.

Deliverables:

MnGeo will provide the following services:

1. Updated LRS data with map version to the Crash application via web services (*cost covered by an SA with DPS*)
2. Updated data store (*cost covered by and SA with DPS*)
 - a. Load into dev, test, prod
3. Updated Statewide web service background basemap cache service that makes map version information available to MNCrash App and database (*cost in budget below*)
 - a. Publish data from database into the cached web map service
4. Update crash web service (GetDPSAttributes) to ensure LRS map version is available to the Crash application and database (*cost in budget below*)
5. Create shape files with map version for deployment and use in disconnected mode (*cost covered by an SA with DPS*)
 - a. LRS data clipped to county boundary and named accordingly
 - i. LRSE reference post
 - ii. LRSE street name
 - iii. LRSN cartographic length
6. Fully test and verify map and web services (*cost in budget below*)
7. Shape files pushed to DPS site (*cost covered by an SA with DPS*)
8. Clients must be updated at the same time the refreshed map services are brought online

Task 2: Setup and Hosting of Insights for ArcGIS

Hosting Insights for ArcGIS includes the following:

1. Management of Users (different levels of users)
2. Setup and maintain environment(s) – Prod/Test/Dev
3. Setup and maintain Insights for ArcGIS
4. Provide assistance with using crash data and Insights

This estimate is made on the assumption that Insights for ArcGIS will be setup and configured in MnDOT's hosting environment. If this assumption is incorrect, infrastructure costs will need to be added to the estimate.

Deliverables:

MnGeo will provide the following services:

1. Setup environment for Insights for ArcGIS
2. Set up Insights for ArcGIS user management
3. Manage the Insights for ArcGIS environment and licensing
4. Provide assistance to MN.IT partnering with MnDOT as needed to setup and support Esri Insights

Task 3: Hosting Instance of Portal for ArcGIS to Support Esri Insights

Hosting Portal for ArcGIS includes the following:

1. Management of Users (different levels of users)
2. Setup and maintain environment(s)
3. Setup and maintain Portal for ArcGIS

Deliverables:

MnGeo will provide the following services:

1. Portal for ArcGIS environment
2. Portal for ArcGIS user management for MnDOT to connect to
3. Managed Portal for ArcGIS environment and licensing

Task 4: Keep Crash Data Current with the LRS

Provide support for mapping and analysis requests including:

1. Compare and identify centerline changes between versions of LRS data crashes are located against.
2. Identify and analyze crashes affected by LRS changes
3. Automate LRS change detection
4. Prepare and integrate intersection data with crashes to show initial analysis

Analyze the LRS for 4 possible changes: spatial change (realignment or addition or removal of a road), route name change, mileage change and route system change. Changes will be output in a format such that change can be individually identified. Analyze crashes that are affected by any of the LRS changes. Develop tools and process needed for automated updates as desired by OTST.

Deliverables:

MnGeo will provide the following services:

1. Tools, scripts and related documentation that allow for the automation of change detection for crashes and LRS data
2. Geospatial data files identifying crashes for review based on changes described above.
3. Additional tasks to be determined and agreed upon with OTST point of contact

Task 5: Project Specific Mapping Requests
Deliverables:

MnGeo will provide the following services, some potential project mapping requests include:

1. Tools, scripts and related documentation that allow for the automation of:
 - a. Grade-Separate Interchange Feature Class
 - b. At-Grade Intersection Feature Class
 - c. Sections Feature Classes
 - d. Crash Feature Class(es)
 - e. Prepare data for integration with Insights
 - f. Create ETL processes as necessary to support ongoing use of data from disparate sources.

Task 6: Project Administration and Project Management

MnGeo will:

1. General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
2. General project management services including status reports, meetings with clients, detailed requirements gathering, tasks and deliverables definitions and creation, and project communication. Project management was calculated by 20% of the total hours estimated for the project.

Task 7: System Maintenance and Infrastructure

Infrastructure:

LRS comparison will be within the MnGeo shared geospatial managed hosting environment. For the purposes of this project, it is assumed that the production and development infrastructure will be available for fiscal year 2018 and 2019. Data and services for OTST will be hosted on their own dedicated infrastructure.

In addition to OTST's resources, MnGeo will provide the following ongoing services:

1. Provide a secure, reliable platform for hosting and deploying OTST's GIS data.
2. Address any reported issues.
3. Answer questions as appropriate
4. As needed and requested by OTST staff, quarterly meetings with OTST staff will be scheduled by MnGeo to discuss issues that have arisen.
5. MnGeo will coordinate with MN.IT Managed Hosting regular OS patching and updates.
6. 4 servers, 2 in production, 2 in development.

System Maintenance:

System maintenance has been included in the infrastructure costs and will be assessed each month. System maintenance has been determined to be 40 hours per server per year. The infrastructure budget table below includes the system maintenance costs for the dedicated environment.

Timeline: Products and services will be provided throughout the duration of the agreement.

B. MnDOT OTST deliverables, duties and responsibilities:

Under the terms of this agreement, OTST will:

1. Meet quarterly with MnGeo staff to review data, web site and related topics, as requested by OTST.
2. Provide MnGeo with timely review and comments on data or website, as requested by OTST.
3. Provide specific work orders through MnGeo's Authorized Representative.
4. Acting through OTST's primary contact for this contract, provide MnGeo with timely notification of any problems.

**Exhibit B-1
 Budget**

Task 1: Update the LRS Web service to support LRS Map Version	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Intermediate	40	\$80.60	\$3,224.00
GIS - Advanced	40	\$95.70	\$3,828.00
Staffing Total:	80		\$7,052.00

Task 2: Setup and Hosting Instance of Insights for ArcGIS	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Intermediate	80	\$80.60	\$6,448.00
GIS - Advanced	80	\$95.70	\$7,656.00
Staffing Total:	160		\$14,104.00

Task 3: Hosting Instance of Portal for ArcGIS to Support Esri Insights	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Intermediate	80	\$80.60	\$6,448.00
GIS - Advanced	40	\$95.70	\$3,828.00
Staffing Total:	120		\$10,276.00

Task 4.1: LRS Changes and Analyze crashes	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Basic	100	\$62.60	\$6,260.00
GIS - Intermediate	380	\$80.60	\$30,628.00
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	480		\$36,888.00

Task 4.2: Automate LRS Change Detection	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Basic	240	\$62.60	\$15,024.00
GIS - Intermediate	130	\$80.60	\$10,478.00
GIS - Advanced	6	\$95.70	\$574.20
Staffing Total:	376		\$26,076.20

Task 5.1: Grade-Separate Interchange Feature Class	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Basic	70	\$62.60	\$4,382.00
GIS - Intermediate	73	\$80.60	\$5,883.80
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	143		\$10,265.80

Task 5.2: At-Grade Intersection Feature Class	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Basic	50	\$62.60	\$3,130.00
GIS - Intermediate	60	\$80.60	\$4,836.00
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	110		\$7,966.00

Task 5.3: Sections Feature Classes	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Basic	80	\$62.60	\$5,008.00
GIS - Intermediate	120	\$80.60	\$9,672.00
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	200		\$14,680.00

Task 5.4: Crash Feature Class(es)	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
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GIS - Basic	100	\$62.60	\$6,260.00
GIS - Intermediate	160	\$80.60	\$12,896.00
GIS - Advanced	0	\$95.70	\$0.00
Staffing Total:	260		\$19,156.00

Task 5.5: Prepare data and ETL	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Basic	120	\$62.60	\$7,512.00
GIS - Intermediate	220	\$80.60	\$17,732.00
GIS - Advanced	40	\$95.70	\$3,828.00
Staffing Total:	380		\$29,072.00

Task 5.6: Aggregate interchanges	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Basic	240	\$62.60	\$15,024.00
GIS - Intermediate	240	\$80.60	\$19,344.00
GIS - Advanced	80	\$95.70	\$7,656.00
Staffing Total:	560		\$42,024.00

Task 6.1: Project Administration and Project Management	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Intermediate	577.97	\$80.60	\$46,584.00
GIS - Advanced	12	\$95.70	\$1,148.40
Staffing Total:	590		\$47,732.40

Task 6.2: Contracted person	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Intermediate	310.17	\$80.60	\$25,000.00
GIS - Advanced	0	\$95.70	\$0.00

Staffing Total:	310		\$25,000.00
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Task 7: System Maintenance and Infrastructure	Hours FY18/FY19	FY18/FY19 Rates	FY18/FY19 Charges
GIS - Intermediate	320	\$80.60	\$25,792.00
Staffing Total:	320		\$25,792.00
Non-Staffing	Months	FY18 Rates Per Month	FY18 Charges
FY18 Environment			
Dedicated infrastructure	24	\$927.04	\$22,248.96
FY 2019 server infrastructure			\$28,633.00
Non-Staffing Total:			\$50,881.96
Sub-Total:			\$76,673.96

Summary of Charges	Total Hours		Total Charges
Contract Staffing Total:	4,449		\$316,084.40
Contract Non-Staffing Total:			\$50,881.96
Contract Total:	4,449		\$366,966.36

**PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA INDIAN AFFAIRS COUNCIL
FOR
BURIAL RECOVERY AT MISSION CREEK IN DULUTH
STATE PROJECT NUMBER 6910-92**

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("State") and Minnesota Indian Affairs Council ("MIAC") located at: 161 St. Anthony Ave, Ste 919, St. Paul, MN 55103.

Recitals

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

Agreement

1. **Term of Agreement; Exhibits**

- 1.1 *Effective date.* This Agreement will be effective July 1, 2017.
- 1.2 *Expiration date.* This Agreement will expire on June 30, 2019 unless terminated earlier pursuant to Article 11.
- 1.3 *Exhibits.* Exhibits A-D are attached and incorporated into this agreement.

2. **Scope of Work and Responsibilities of Each Party.** See Exhibit A, which is attached and incorporated into this agreement.

3. **Terms of Payment**

- 3.1 Contractor will be paid on a Hourly Rate plus Expenses basis as follows:

Direct Labor Costs:	\$ 314,339.50
Direct Expense Costs:	\$ 74,550.00

- 3.2 State will not pay overtime rates for any overtime worked by Contractor unless State's Authorized Representative has specifically authorized overtime, in writing.
- 3.3 Allowable direct costs include project specific costs listed in Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by the State's Authorized Representative prior to incurring costs.
- 3.4 See Exhibit B for Budget Details on Contractor.
- 3.5 Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount

than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the State of Minnesota unless it has received prior written approval from State for such out of state travel. State of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit C for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

3.6 State's total obligation for all compensation and reimbursements to Contractor will not exceed \$388,889.50.

4. Payment.

4.1 Payment

- 4.1.1 **Invoices.** MIAC must submit invoices electronically for payment, using the format set forth in Exhibit D. MIAC will submit invoices for payment on a quarterly basis.
- 4.1.2 **MnDOT's Payment Requirements.** MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MIAC's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MIAC within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MIAC within 30 days of receipt of such invoice.
- 4.1.3 **All Invoices Subject to Audit.** All invoices are subject to Audit, at MnDOT's discretion.
- 4.1.4 **Invoice Package Submittal.** MIAC must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.
 - 4.1.4.1 Each invoice must contain the following information: MnDOT Contract Number, MIAC's invoice number (sequentially numbered), MIAC's billing and remittance address, if different from business address, and MIAC's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.
 - 4.1.4.2 Direct nonsalary costs allocable to the work under this contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of MIAC. Supporting documentation in the form of approved expenses as submitted through SEMA 4, which will be provide to MnDOT as requested.
 - 4.1.4.3 MIAC must provide, upon request of MnDOT's Authorized Representative, the following supporting documentation:
 - 4.1.4.3.1 Direct salary costs of employees' time directly chargeable for the services performed under this contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and
 - 4.1.4.3.2 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.
 - 4.1.4.4 **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this contract may be paid until MnDOT's agency head has reviewed the final product of this contract. The balance due will be paid when MnDOT's agency head determines that MIAC has satisfactorily fulfilled all the terms of this contract.
 - 4.1.4.5 **Federal Funds.** If federal funds are used, MIAC is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any

requirements imposed by MIAC's failure to comply with federal requirements.

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

6. **Authorized Representatives**

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

6.2 *State's Authorized Representative* is

Name:	Roberta Dwyer	or her successor.
Title:	Project Manager	
MnDOT -	District One	
Street Address:	1123 Mesaba Avenue	
City State Zip:	Duluth, MN 55811	
Telephone:	218-725-2781	
Email:	Roberta.dwyer@state.mn.us	

6.3 *MIAC's Authorized Representative* is:

Name:	Dennis Olson, Jr	or his successor.
Title:	Executive Director	
MIAC:	Minnesota Indian Affairs Council:	
Billing Address:	161 St. Anthony Avenue	
City State Zip:	St. Paul, MN 55103	
Telephone:	(651) 539-2202	
Email:	dennis.w.olson@state.mn.us	

7. **Standard of Care and Liability.** In the performance of its professional services, MIAC will use the degree of care, knowledge, and skill ordinarily exercised by other reputable professionals in the field under like circumstances in the State of Minnesota. MIAC will be responsible for any damages incurred as a result of its failure to comply with this standard of care or other contract requirements, and for any loss or cost to repair or remedy such non-compliance. MIAC will indemnify, save, and hold MnDOT, and its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by, arising from the performance of this agreement by MIAC or MIAC's agents or employees. This clause will not be construed to bar any legal remedies MIAC may have for MnDOT's failure to fulfill its obligations under this agreement.

8. **Audit.** Under Minnesota Statutes §16C.05, subdivision 5, the books, records, documents and accounting procedures and practices of MIAC relevant to this Agreement are subject to examination by MnDOT and the State of Minnesota and the Legislative Auditor for a minimum of six years.

9. **Jurisdiction and Venue.** Minnesota Law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this agreement, or its breach, must be in Ramsey County, Minnesota.

10. **Government Data Practices.** The parties must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by under this agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the parties under this agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either of the parties. The parties recognize that Minn. Stat. § 307.08, Subd. 11 and Section 304 of the National Historic Preservation Act make certain archeological site data nonpublic.

11. **Dispute Resolution.** MnDOT and MIAC have a mutual desire to resolve contract and project-related disputes expeditiously, informally, and at the lowest level possible. Disputes will be initially addressed by the MnDOT CRU Project Manager and the MIAC liaison. If the dispute is not resolved at the initial level, it will be referred to the MnDOT CRU Supervisor and the MIAC liaison. If the dispute is not resolved at that intermediate level, it will be referred to MIAC Executive Director and the State Commissioner of Transportation.
12. **Time.** MIAC must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence. MIAC will perform its duties as expeditiously as is consistent with professional care and skill and the orderly progress of the project. If MIAC fails to substantially perform its duties by the time fixed for the completion of the work, MnDOT may immediately terminate this contract. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to a "force majeure event" including acts of God, acts of the public enemy, unusually severe weather, or acts of governmental authorities.
13. **Workers' Compensation and Employment Claims.** MIAC certifies that it is in compliance with Minnesota Statutes §176.181, subdivision 2, pertaining to workers' compensation insurance coverage. MIAC's employees and agents are not employees of MnDOT. Any claims that may arise under the Minnesota Workers' Compensation Act and any other employment related claims which may be brought by, or on behalf of, the MIAC Liaison and any claims made by any third party as a consequence of any act or omission on the part of MIAC or the MIAC Liaison are in no way MnDOT's obligation or responsibility.
14. **Plain Language; Accessibility Standards.**
 - 14.1 *Plain Language.* MIAC must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MIAC will take the following steps in the deliverables: Use language commonly understood by the public; Write in short and complete sentences; Present information in a format that is easy-to-find and easy-to-understand; and Clearly state directions and deadlines to the audience.
 - 14.2 *Accessibility Standards.* MIAC agrees to comply with the State of Minnesota's Accessibility Standard (http://nm.gov/oet/images/Stnd_State_Accessibilit.pdf) for all deliverables under this contract. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Contractor's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows: All videos must include closed captions, audio descriptions and a link to a complete transcript; All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Contractor will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.
15. **Discrimination.** MIAC will comply with the provisions of Minnesota Statutes § 181.59 which requires that every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause I

of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

16. **E-Verify Certification (In accordance with Minnesota Statutes §16C.075).** For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of MnDOT, MIAC and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of MnDOT. MIAC is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with MIAC and made available to MnDOT upon request.

17. Assignment and Amendments

- 17.1 *Assignment.* Neither party may assign nor transfer any rights or obligations under this Agreement without the prior consent of the other party and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 17.2 *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed this original Agreement, or their successors in office.

18. Waiver; Contract Complete

- 18.1 *Waiver.* If a party fails to enforce any provision of this contract that failure does not waive the provision or the party's right to subsequently enforce it.
- 18.2 *Contract Complete.* This contract contains all negotiations and agreements between the parties. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

19. Termination or Suspension

- 19.1 This Agreement may be terminated by either party, with or without cause, upon 30 days written notice to the other party.
- 19.2 MnDOT may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to MIAC. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, MIAC will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide MIAC notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 19.3 MnDOT may immediately suspend this contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by MIAC during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

MINNESOTA INDIAN AFFAIRS COUNCIL

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

By: [Signature]
Title: Chairman
Date: 6/27/18

COMMISSIONER OF TRANSPORTATION

By: [Signature]
Title: Assistant Commissioner or Assistant Division Director Engineering Services
Date: 6/28/2018

MINNESOTA INDIAN AFFAIRS COUNCIL

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

By: [Signature]
Title: Executive Director
Date: 6/27/18

STATE ENCUMBRANCE VERIFICATION

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

By: Melissa Brand
Date: 6/27/18
SWIFT Contract #: 143969
SWIFT Purchase Order #: 3000423101

MnDOT Contract # 1030889
COMMISSIONER OF ADMINISTRATION

By: [Signature]
Date: 6-28-2018

Exhibit A
Scope of Work

The scope of this work includes assisting the State with burial recovery efforts at the inadvertently disturbed native cemetery on T.H. 23 near Mission Creek in Duluth, Mn. Work items will include coordinating with the State, the Fond du Lac Band and the Office of the State Archaeologist (OSA) to direct the State's consultant for restoration the as per Minnesota statute §307.08. The following tasks are included:

- Weekly meetings, State, OSA and Fond du Lac staff
- Regular communications with consultant and State
- Oversight of the burial recovery site to ensure that human remains and cultural artifacts are identified, handled with proper care and respect, and turned over to the Fond du Lac community for repatriation.
- Communications with the Fond du Lac Reservation Business Council
- provide appropriate training to burial recovery workers
- transportation of recovered materials to appropriate repositories

Contractor will provide their own vehicles and equipment for this work.

Exhibit B
Budget

Employee	Rate (1) (2)		FY 2019 Amount	Cost
Cultural Resource Director	\$ 52.31	Hour	1600	3200 \$ 167,392.00
Cultural Resource Specialist- Regular	\$ 36.10	Hour	2000	3600 \$ 129,960.00
Cultural Resource Specialist-OT@1.5 X plus FICA	\$ 37.75	Hour	250	450 \$ 16,987.50
				\$ 314,339.50
Direct Expenses				
Lodging	\$ 100.00	Night	200	400 \$ 40,000.00
Meals	\$ 36.00	Day	250	450 \$ 16,200.00
Mileage	\$ 0.545	miles	10,000	30000 \$ 16,350.00
Supplies	\$ 1,000.00	Annually		2000 \$ 2,000.00
(1) Includes fringe benefits.				\$ 74,550.00
Grand Total	\$ 388,889.50			

(1) Includes FICA, retirement, insurance
(2) or current wage

**Minnesota Department of Transportation
 Reimbursement Rates for Travel Expenses**

<u>Subject</u>	<u>Conditions/Mileage</u>	<u>Rate</u>
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost
	<u>Meals</u>	
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person
	<u>Lodging</u>	
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

- (1) A maximum rate shown or a lesser rate per actual reimbursement to an employee.
- (2) Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
- (3) Include receipt or copy of receipt when more than \$10.00.
- (4) Reasonable for area of a stay.
- (5) The gratuity is included in maximum cost.
- (6) To be in Travel Status and at a commercial lodging.

INVOICE NO. _____

Estimated Completion: _____ % (from Column 6 Progress Report)
 Final Invoice? Yes No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract No. 1030889
 Contract Expiration Date: November 20, 2020
 SP Number: 6910-92 TH Number: 23

Billing Period: From _____ to _____
 Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$314,339.50			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$74550.00			
Net Earnings Totals:	\$388,889.50			
Total Amount Due This Invoice:				

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

**Must Match Net Earnings Totals Above

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

Contractor: Minnesota Indian Affairs Council

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

AMENDMENT # 1 TO MnDOT INTERAGENCY #: 1030889.

Contract Start Date:	06/28/2018	Original Contract Amount:	\$388,889.50
Orig. Contract Exp. Date:	06/30/2019	Prev. Amendment(s) Total:	\$ N/A
Amended Exp. Date :	11/30/2020	Current Amendment Amount:	\$ N/A
		Current Contract Total:	\$388,889.50

Project Identification:	Burial Recovery at Mission Creek in Duluth		
State Project (SP):	6910-92	Trunk Highway #:	23
Federal Project # :	N/A		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and Minnesota Indian Affairs Council a Governmental Agency ("Contractor").

Recitals

1. The State has a contract with the Contractor identified as MnDOT Contract No. 1030889 ("Original Contract") to provide assistance with burial recovery at Mission Creek in Duluth.
2. The expiration date for this agreement needs to be extended in order to complete the tasks in the agreements scope of work.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Article 1.2 is amended as follows:

- 1.2 Expiration date.** This Agreement will expire on ~~June 30, 2019~~ November 30, 2020 unless terminated earlier pursuant to Article 11.

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

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

CONTRACTOR

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

By: [Signature]
Title: Executive Director MIAC
Date: 6/27/19

By: [Signature]
Title: Chairman
Date: 6/28/19

STATE ENCUMBRANCE VERIFICATION

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

By: [Signature]
Date: 7-3-19

SWIFT Contract # 143969

SWIFT Purchase Order # 3000465988

COMMISSIONER OF TRANSPORTATION

By: [Signature]
Title: Assistant Division Director
Date: 7/3/2019

COMMISSIONER OF ADMINISTRATION

By: [Signature]
Date: July 3, 2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Federal Project Number: SPR CR18(001)

Project Identification: Cultural Resources Information System (CRIS) Phase III

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and Minnesota Geospatial Information Office (MnGeo).

This agreement is funded in whole or in part with federal dollars from CFDA #20.205.

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2019**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 0181.
- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed **\$250,091.92**.

4 Conditions of Payment

- 4.1 All services provided by MnGeo under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered “received” within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT’s Consultant Services Section.

5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:
 - Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)
 - Address: Minnesota Department of Transportation
Consultant Services, Mail Stop 680
395 John Ireland Boulevard, St. Paul, MN 55155-1800
 - Telephone: 651-366-4692
 - E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Michael Bergervoet, CRU Streamlining Manager (or his/her successor)
Address: Minnesota Department of Transportation
Cultural Resources Unit, Mail Stop 620
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-3616
E-Mail: michael.bergervoet@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Dan Ross, Director
Address: Minnesota Geospatial Information Office
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

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

7 Liability

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

8 Termination

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

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

MnDOT ENUMBRANCE VERIFICATION

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

Signed:

Date:

SWIFT Contract ID No. 141802

SWIFT Purchase Order ID No. 3000414114

MnDOT
(with delegated authority)

Signed:

Title:

Date:

MNIT

Signed: 

Title: Assistant Commissioner

Date: 5/7/18

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

SCOPE

MnDOT CRU is in need of assistance in the development of the third phase of the Cultural Resources Information System (CRIS). CRIS Phase III will focus on integrating the statewide archaeological site and historic property inventories, and primarily enhancing CRIS Phase II. CRIS Phase I replaced the legacy CRIS application with a web-based solution that assists MnDOT's Cultural Resources Unit (CRU) increase efficiency and reduce workload in tracking, recording, and managing reviews of MnDOT projects and their impacts on cultural resources. CRIS Phase I implemented a new Oracle database and the functionality required for basic data transactions – creating new data and editing existing data. CRIS Phase I also implemented the functionality and reporting needed to track CRU undertakings from beginning to end. CRIS Phase II further increased efficiency and reduced workload by adding Geographic Information System (GIS) functionality and other features to CRIS.

This contract further refines the current CRIS II system by fixing existing errors and providing better tools and GIS functionality. Moreover, CRIS Phase III will eventually provide real-time access to the State Historic Preservation Office's (SHPO) Historic Property Inventory plus provide real-time access to the Office of the State Archaeologist's (OSA) Sites Inventory via Web Map Service (WMS). The end result is a pooled inventory of cultural resources data both maintained and hosted by each respective agency. This saves MnDOT time, money, and boosts confidence in CRU review assessments and enhances financial effectiveness for all agencies involved. Existing permission levels in CRIS II carryover to CRIS III.

Task Descriptions

MnGEO will perform the following tasks:

Task 1 Project Management and Administration

- 1.1 Monthly meetings with MnDOT staff will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by MnDOT.
- 1.2 General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 1.3 Project management of Java contractor, including Quality Assurance (QA)/Quality Control (QC) of deliverables in coordination with MnDOT.

Task 2: Updated CRIS III with MnDOT Requested Changes as Documented

- 2.1 Add OSA sites WMS layer to CRIS GIS environment.
- 2.2 Create and Add layer to CRIS GIS environment: OSA Quarter-Section Polygon WMS.
- 2.3 Add MnDOT Right-of-Way layer to CRIS GIS environment.
- 2.4 Add MnDOT State Transportation Improvement Program (STIP) layer to CRIS GIS environment.
- 2.5 Add specific GIS layers from Georilla.
- 2.6 Update GIS Layer Source Data Locations.
- 2.7 Search by Township-Range-Section and ZOOM TO in GIS environment.
- 2.8 Add Statewide Parcels Layer (if available).
- 2.9 Provide Minnesota Statewide Archaeological Predictive Model (MnModel) Phase 4 Layer Group in CRIS III (if available).
- 2.10 Adjust layer opacity/transparency.

Task 3: Subcontract Java Enhancements Work

- 3.1 Hire, direct and coordinate Java contractor to perform the following tasks:
 - 3.1.1 Notification functionality items:
 - 3.1.1.1 Fix: Clicking "Add Meeting" button under 'Consultation' gives system error.
 - 3.1.1.2 Enhance Early Notification Memo (ENM) generation.
 - 3.1.2 Report generation functionality:
 - 3.1.2.1 Generate Report (Crystal Reports) based on funding source.
 - 3.1.2.2 Generate Report (Crystal Reports) based on feature type.
 - 3.1.2.3 Provide ability to edit items under "Documents and Images" section for each undertaking.
 - 3.1.2.4 Provide ability to add new folder under "Documents and Images" section.

3.1.3 Database functionality:

- 3.1.3.1 Consolidate the geospatial and transactional applications.
- 3.1.3.2 Provide ability to enter multiple project numbers for an individual undertaking.
- 3.1.3.3 Track Exempt projects.
- 3.1.3.4 Ensure only the Application Manager can adjust User Role.
- 3.1.3.5 Turn off PUMA validation.
- 3.1.3.6 Cross-check project numbers in CRIS.
- 3.1.3.7 Fix: Repair "Advisory Council on Historic Properties (ACHP) participating" validation error.
- 3.1.3.8 Fix: Populate "Generated Last" date.
- 3.1.3.9 Tentative Enhancement: Removing Tribal Consultation rules.
- 3.1.3.10 Modification: Remove OSA- and SHPO-related data digitization in CRIS.
- 3.1.3.11 Integrate with MnDOT Capital Highway Information Management Enterprise System (CHIMES) database.
- 3.1.3.12 Provide ability to store multiple undertakings under the same project number.
- 3.1.3.13 Provide ability for individual Tribal Historic Preservation Officers (THPOs) to look up projects sent directly to them.

3.1.4 Other functionality:

- 3.1.4.1 Modify displayed text under "Findings."

Task 4: DevOps

- 4.1 Java integration and review.
- 4.2 Coordinate and perform QA/QC on the Java components delivered by the Java Contractor in coordination with MnDOT staff.
- 4.3 Review and potentially upgrade version of current CRIS code/libraries.
- 4.4 Set up development environment.

Task 5: Managed Hosting - System Maintenance and Infrastructure

- 5.1 Maintain MnGeo hosted development environment. For the purposes of this project, it is assumed that the development infrastructure will be available for 6 months of Fiscal Year (FY)18/FY19.
- 5.2 Provide a secure, reliable platform for deploying MnDOT's GIS data, web services, and applications. This includes problem solving, periodic software and system upgrades. New applications will be evaluated as needed against the capabilities of the infrastructure deployed.
- 5.3 Ensure system performance, provide adequate data storage and server resources for the system. Application performance will be assessed during testing in order to use results as a benchmark for consistent, periodic performance testing.
- 5.4 Address any reported issues.
- 5.5 Answer questions as appropriate.
- 5.6 Coordinate with Minnesota Information Technology (MNIT) Managed Hosting regular Operating System (OS) patching and updates.
- 5.7 Infrastructure costs will be billed monthly. System maintenance and administration will be billed as incurred.
 - 5.7.1 System maintenance has been separated from the infrastructure costs and will be assessed each month. System maintenance is assessed at 40 hours per server per year. The infrastructure budget includes the system maintenance costs for the development environment.

MnDOT Deliverables, Duties, and Responsibilities

Under the terms of this agreement, MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.
4. Provide MnGeo with timely access to data required from MnDOT databases as required for this project work.
5. Perform QA/QC on the Java components delivered by the Java contractor in coordination with MnGeo staff.

Direct Labor Costs

Task	GIS Intermediate	GIS Advanced	Total
Task 1			
Project Management and Administration	313	254	567
Task 2			
Updated CRIS III with MnDOT Requested Changes as Documented	756	138	894
Task 3			
Subcontract Java Enhancements Work	0	0	0
Task 4			
DevOps	150	150	300
Task 5			
Managed Hosting - System Maintenance and Infrastructure	40	0	40
Total Hours	1259	542	1801
Fixed Hourly Rate	\$ 80.60	\$ 95.70	
Total Direct Labor Costs:	\$ 101,475.40	\$ 51,869.40	\$ 153,344.80

Direct Expense Costs (must provide documentation)

Description	Rate	Unit	Cost
Dev Environment	\$ 330.00	6	\$ 1,980.00
Total Direct Expenses			\$ 1,980.00

Subcontractor (Java)

Total Hours		990.252
Fixed Hourly Rate	\$	95.70
Total Direct Labor Costs:	\$	94,767.12

TOTAL CONTRACT AMOUNT \$ **250,091.92**

ORIGINAL

MnDOT Contract No. 1031285



Grant Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150	Grant Program: 2018 National Highway Traffic Safety Administration (NHTSA); Drowsy Driving Study Project No.: 18-06-15 Grant Agreement No.: A-DRWSY18-2018-MNDOT-002
Grantee: Minnesota Department of Transportation Office of Traffic Safety and Operations 1500 West County Road B2-MS 725 Roseville, Minnesota, 55113	Grant Agreement Term: Effective Date: 05/01/2018 Expiration Date: 09/30/2019
Grantee's Authorized Representative: Ron Bisek Minnesota Department of Transportation 395 John Ireland Blvd Saint Paul, MN 55155 Ronald.bisek@state.mn.us	Grant Agreement Amount: Original Agreement \$215,000.00 Matching Requirement \$0.00
State's Authorized Representative: Office of Traffic Safety Kristen Oster Grant Coordinator 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150 Phone: (651) 201-7077 Email: Kristen.oster@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X9204020MN17 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2018 National Highway Traffic Safety Administration (NHTSA); Drowsy Driving Study Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at the Department of Public Safety, Office of Traffic Safety, 445 Minnesota Street, #150, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2018 National Highway Traffic Safety Administration (NHTSA); Drowsy Driving Study Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the



Grant Agreement

matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: Jean Novak
Date: 6/7/2018

3. STATE AGENCY

By: Jessica Palmer
(with delegated authority)
Title: ISM
Date: 6-7-2018

Grant Agreement No. A-DRWSY18-2018-MNDOT-002
SWIFT PO No. 3-53566

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

By: Gale Kolbe
Title: Assistant State Traffic Engineer
Date: 5/18/2018

Gale Kolbe
6/8/18

By: Maureen Newville
Digitally signed by Maureen Newville
DN: cn=Maureen Newville
Date: 2018.05.31 08:42:49 -05'00'
Title: on behalf of the Agency Grant Supervisor
Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

By: Kyle Fisher
Digitally signed by Kyle Fisher
DN: cn=Kyle Fisher
Date: 2018.06.01 07:51:03 -05'00'
Title: _____
Date: Contract Admin.

By: _____
Title: _____
Date: _____

2018 NHTSA Funding RFP - Drowsy Driving Study

EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-DRWSY18-2018-MNDOT-002

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Validating a Roadside Tool to Assess Driver Fatigue	\$215,000.00	\$0.00	
Total	\$215,000.00	\$0.00	
Total	\$215,000.00	\$0.00	



Grant Agreement Amendment

Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150	Grant Program: 2018 National Highway Traffic Safety Administration (NHTSA): Drowsy Driving Study Project No.: 18-06-15, <u>19-06-14</u> Grant Agreement No.: A-DRWSY18-2018-MNDOT-002 Grant Amendment No.: 1																
Grantee: Minnesota Department of Transportation Office of Traffic Safety and Operations 1500 West County Road B2-MS 725 Roseville, Minnesota, 55113	Grant Agreement Term: Effective Date: 05/01/2018 Expiration Date: 09/30/2019																
Grant Matching Requirement: <table data-bbox="196 726 756 848"> <tr> <td>Original Agreement Amount</td> <td>0.00</td> </tr> <tr> <td>Previous Amendment(s) Total</td> <td>0.00</td> </tr> <tr> <td>Current Amendment Amount</td> <td>0.00</td> </tr> <tr> <td>Total Agreement Amount</td> <td>0.00</td> </tr> </table>	Original Agreement Amount	0.00	Previous Amendment(s) Total	0.00	Current Amendment Amount	0.00	Total Agreement Amount	0.00	Grantee Agreement Amount: <table data-bbox="854 726 1419 848"> <tr> <td>Original Agreement Amount</td> <td>215,000.00</td> </tr> <tr> <td>Previous Amendment(s) Total</td> <td>0.00</td> </tr> <tr> <td>Current Amendment Amount</td> <td><u>0.00</u></td> </tr> <tr> <td>Total Agreement Amount</td> <td>215,000.00</td> </tr> </table>	Original Agreement Amount	215,000.00	Previous Amendment(s) Total	0.00	Current Amendment Amount	<u>0.00</u>	Total Agreement Amount	215,000.00
Original Agreement Amount	0.00																
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Current Amendment Amount	0.00																
Total Agreement Amount	0.00																
Original Agreement Amount	215,000.00																
Previous Amendment(s) Total	0.00																
Current Amendment Amount	<u>0.00</u>																
Total Agreement Amount	215,000.00																
<u>Funding and/or Special Conditions:</u> Federal Funding: CFDA: NO CHANGES FAIN: NO CHANGES State Funding: NO CHANGES Special Conditions: <u>Yes</u> <ol style="list-style-type: none"> 1. <u>Time limitations on funding use:</u> <ol style="list-style-type: none"> a. <u>\$40,000 is available from May 1, 2018 through September 30, 2018</u> b. <u>\$175,000 is available from Oct 1, 2018 through September 30, 2019</u> c. <u>Funds are only available to the Grantee to spend upon receipt of funds from National Highway Traffic Safety Administration and notification from the State.</u> 																	

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

The Original Grant Agreement and all previous amendments are incorporated into this amendment by reference.

The remainder of this page has intentionally been left blank



Grant Agreement Amendment

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No.: A-DRWSY18-2018-MNDOT-002
PO No. 3-53566 3-57416

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: [Signature]

Print Name: BRIAN SORENSON

Title: Office Director

Date: _____
MINNESOTA DEPARTMENT OF TRANSPORTATION

Signed: _____

Print Name: _____

Title: _____

Date: _____

MNDOT GRANT MANAGEMENT

Signed: **Holly** Digitally signed by Holly Folkers

Title: **Folkers** Date: 2019.08.07 14:49:04 -05'00'

Date: _____

MNDOT CONTRACT MANAGEMENT

Signed: **Kyle** Digitally signed by Kyle Fisher

Title: **Fisher** Date: 2019.08.07 15:03:40 -05'00'

Date: _____

3. STATE AGENCY

Signed: [Signature]
(with delegated authority)

Title: Deputy Director

Date: 10/31/19

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Organization: Transportation, Department of (MNDOT)

A-DRWSY18-2018-MNDOT-002

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Validating a Roadside Tool to Assess Driver Fatigue	\$175,000.00	\$0.00	
Total	\$175,000.00	\$0.00	
Total	\$175,000.00	\$0.00	

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Grant Program: 2018 National Highway Traffic Safety Administration (NHTSA) Drowsy Driving Study Project No.: 18-06-15; 19-06-14 Grant Agreement No.: A-DRWSY18-2018-MNDOT-002 Grant Amendment No.: 2
Grantee: Minnesota Department of Transportation 1500 West County Road B2-MS 725 Roseville, MN 55113	Grant Agreement Term: Effective Date: 05/01/2018 Expiration Date: 09/30/2019
Grant Matching Requirement: Original Agreement Amount 0.00 Previous Amendment(s) Total 0.00 Current Amendment Amount 0.00 Total Agreement Amount 0.00	Grantee Agreement Amount: Original Agreement Amount \$215,000.00 Previous Amendment(s) Total 0.00 Current Amendment Amount <u>\$15,000.00</u> Total Agreement Amount \$230,000.00
<u>Funding and/or Special Conditions:</u> Federal Funding: CFDA: NO CHANGES FAIN: NO CHANGES State Funding: NO CHANGES Special Conditions: <u>YES</u> 1. Time limitations on funding use: a. \$40,000.00 available from May 1, 2018 through September 30, 2018. b. \$175,000.00 available from Oct 1, 2018 through September 30, 2019. c. <u>\$15,000 is available in a separate funding stream from the Governor's Highway Safety Administration (GHSA) that has been executed to supplement the equipment needs of this grant.</u> d. Funds are only available to the Grantee to spend upon receipt of funds from National Highway Traffic Safety Administration and notification from the State.	

In this Amendment deleted agreement terms will be struck out and added agreement terms will be underlined.

The Original Grant Agreement and all previous amendments are incorporated into this amendment by reference.

The remainder of this page has intentionally been left blank

MnDOT Contract 1031285A02

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

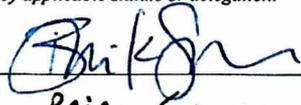
Date: _____

Grant Agreement No.: A-DRWSY18-2018-MNDOT-002

PO No. 3-57416

2. GRANTEE Mn DOT

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed:  _____

Print Name: BRIAN SORENSON

Title: State Traffic Engineer

Date: 12/10/19

MnDOT Contract Management

Signed:  _____

Print Name: Kyu Fisher

Title: Contract Adm...

Date: 12/18/19

MnDOT Grants Management

Holly Folkers

Digitally signed by Holly Folkers
Date: 2019.12.17 12:30:08
-06'00'

3. STATE AGENCY Department of Public Safety

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2018 NHTSA Funding RFP - Drowsy Driving Study

Revised - EXHIBIT A

Organization: Transportation, Department of (MNDOT)

A-DRWSY18-2018-MNDOT-002

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
NHTSA Funding for Contracted Service	\$215,000.00	\$0.00	
Total	\$215,000.00	\$0.00	
Other Expenses			
GHSA Funded Actigraphy Bands and Results	\$15,000.00	\$0.00	
Total	\$15,000.00	\$0.00	
Total	\$230,000.00	\$0.00	

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT****Federal Project Number:** SPR CR18(001)**Project Identification:** OSA Portal Phase 1 Issue Resolution

This agreement is between the Minnesota Department of Transportation (“MnDOT”), **Minnesota Department of Administration (ADMIN)**, and **Minnesota Geospatial Information Office (MnGEO)**.

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

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2019**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit B.
- 3.2 **Total Obligation.** MnDOT will pay eighty percent of the project cost (up to \$127,120.22). ADMIN will pay twenty percent of the project costs (up to \$31,780.06). The total obligation for all compensation and reimbursements to MnGEO under this agreement will not exceed **\$158,900.28**.

4 Conditions of Payment

- 4.1 All services provided by MnGEO under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGEO invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGEO within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGEO within 30 days of receipt of such invoice.
- 4.3 MnGEO must submit separate invoices to MnDOT and ADMIN for the work performed each month. Invoices will be split (MnDOT 80%, ADMIN 20%).

5 Agreement Personnel

5.1 MnDOT’s Authorized Representative will be:

Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)
Address: Minnesota Department of Transportation
Consultant Services, Mail Stop 680
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-4692
E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT’s Project Manager will be:

Name/Title: Michael Bergervoet, CRU Streamlining Manager (or his/her successor)

Address: Minnesota Department of Transportation
Cultural Resources Unit, Mail Stop 620
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-3616
E-Mail: michael.bergervoet@state.mn.us

5.3 ADMIN's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske, Acting Assistant Commissioner
Address: Minnesota Department of Administration
50 Sherburne Avenue, Suite 201
St. Paul, MN 55155
Telephone: 651-201-2501
E-Mail: laurie.beyer-kropuenske@state.mn.us

5.4 MnGeo's Authorized Representative will be:

Name/Title: Dan Ross, Director
Address: Minnesota Geospatial Information Office
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

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

7 Liability

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

8 Termination

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

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Std_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In

addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and

- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

MnDOT ENUMBRANCE VERIFICATION

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

Signed: Melissa

Date: Brand

Digitally signed by Melissa Brand
DN: cn=Melissa Brand
Date: 2018.06.25 16:46:38 -05'00'

SWIFT Contract ID No. 143827

SWIFT Purchase Order ID No. 3000422396

MnDOT
(with delegated authority)

Signed:

Title:

Date:

Chris Roy

Digitally signed by

Chris Roy

Date: 2018.06.26

14:45:42 -05'00'

MNIT

Signed:

Title:

Date:

[Handwritten Signature]

Assistant Commissioner

6/25/18

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

James

Cownie

Digitally signed by

James Cownie

DN: cn=James

Cownie

Date: 2018.06.26

16:37:43 -05'00'

ADMIN

Signed:

Title:

Date:

[Handwritten Signature]

Acting Asst Commr

6/25/18

SCOPE

MnDOT Cultural Resources Unit (CRU) is in need of assistance in Geographic Information System (GIS) Professional Services required to support the business needs of MnDOT, the Minnesota Department of Administration (ADMIN), and the Office of the State Archaeologist (OSA) for support of the OSA Portal Online Application.

This contract consists of a series of tasks as described below. In some instances, it may be necessary for staff from the OSA team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Task Descriptions

MnGeo will perform the following tasks:

Task 1 Project Management and Administration

- 1.1 Monthly meetings with MnDOT and OSA staff will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by OSA.
- 1.2 General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 1.3 General project management services including status reports, meetings with clients, detailed requirements gathering, Quality Assurance (QA)/Quality Control (QC) of deliverables, tasks and deliverables definitions and creation, and project communication. Project management was calculated by 20% of the total hours estimated for the project.

Task 2 Fixes for Phase I of the OSA Portal

- 2.1 This task is for minor breaks, fixes and cosmetic changes to the portal and does not include adding new functionality. MnGeo will provide the following services following best practices, documenting deployments, and updating system information:
 - 2.1.1 Document and test change management process for updates of production from dev/test environment.
 - 2.1.2 Change management requests and roll-back planning process and submitting change requests.
 - 2.1.3 Security review with OSA's primary contact. Compile necessary info, share with group and handle responses.
 - 2.1.4 Wrap up and documentation.
 - 2.1.5 This agreement does NOT include major enhancements to the portal, data, web services, etc.

MnDOT and ADMIN Deliverables, Duties, and Responsibilities

Under the terms of this agreement, MnDOT and ADMIN will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through MnDOT and ADMIN's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

Direct Labor Costs

Task	GIS Advanced	Total
Task 1		
Project Management and Administration	283.4	283.4
Task 2		
Fixes for Phase I of the OSA Portal	1377	1377
Total Hours	1660.4	1660.4
Fixed Hourly Rate	\$ 95.70	
Total Direct Labor Costs:	\$ 158,900.28	\$ 158,900.28
 TOTAL CONTRACT AMOUNT	 \$	 158,900.28

**AMENDMENT NO. 01 TO MnDOT CONTRACT NO. 1031400**

Contract Start Date: June 26, 2018	Original Contract Amount:	\$ 158,900.28
Original Contract Expiration Date: June 30, 2019	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date: June 30, 2019	Current Amendment Amount:	\$ 50,003.25
New Contract Expiration Date: June 30, 2020	Total Amended Contract Amount:	\$ 208,903.53

Federal Project Number: SPR CR18(001)**Project Identification:** OSA Portal Phase 1 Issue Resolution

This agreement is between the Minnesota Department of Transportation ("MnDOT"), **Minnesota Department of Administration (ADMIN)**, and **Office of MN.IT Services on behalf of the Minnesota Geospatial Information Office (MNIT or MnGEO)**.

RECITALS

1. State has a contract with Contractor identified as MnDOT Contract Number 1031400 ("Original Contract"). MnDOT Cultural Resources Unit (CRU) is in need of assistance in Geographic Information System (GIS) Professional Services required to support the business needs of MnDOT, the Minnesota Department of Administration (ADMIN), and the Office of the State Archaeologist (OSA) for support of the OSA Portal Online Application.
2. Additional time is needed to finish the contract because some of the fixes/enhancements were more involved than previously anticipated. As more users engage with the OSA Portal, previously unidentified problems and places for improvement become evident. In an effort to optimize portal functionality, accuracy, and overall usability, some additional fixes/enhancements have been added to the contract. Due to these factors the end date of the contract is being extending and the scope and budget are being adjusted in light of these needs.
3. State and Contractor are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded and underlined**.

REVISION 1. Subarticles 1.2-1.3 are amended as follows:

- 1.2 **Expiration Date:** This agreement will expire on ~~June 30, 2019~~ **June 30, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits ~~A and B~~ **A-1 and B-1** are attached and incorporated into this agreement.

REVISION 2. Subarticle 2.2 is amended as follows:

- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit A **A-1**.

REVISION 3. Subarticles 3.1-3.2 are amended as follows:

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit **B B-1**.
- 3.2 **Total Obligation.** MnDOT will pay eighty percent of the project cost (up to ~~\$127,120.22~~ **\$167,122.82**). ADMIN will pay twenty percent of the project costs (up to ~~\$31,780.06~~ **\$41,780.71**). The total obligation for all compensation and reimbursements to MnGEO under this agreement will not exceed ~~\$158,900.28~~ **\$208,903.53**.

REVISION 4. Subarticle 5.2 is amended as follows:

5.2 MnDOT's Project Manager will be:

Name/Title: ~~Michael Bergervoet, CRU Streamlining Manager~~ **Jacob Foss, State Program Administrator Principal**
(or his/her successor)

Address: Minnesota Department of Transportation
Cultural Resources Unit, Mail Stop 620
395 John Ireland Boulevard, St. Paul, MN 55155-1800

Telephone: ~~651-366-3616~~ **651-366-3616**

E-Mail: michael.bergervoet@state.mn.us **jacob.foss@state.mn.us**

REVISION 5. Subarticle 5.4 is amended as follows:

5.4 MnGEO's Authorized Representative will be:

Name/Title: ~~Alison Slaats, GIS Application Lead~~ **Dan Ross, Director**
Address: Minnesota Geospatial Information Office
658 Cedar Street
St. Paul, MN 55155
Telephone: ~~651-201-3194~~ **651-201-2460**
E-Mail: ~~alison.slaats@state.mn.us~~ **dan.ross@state.mn.us**

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

MnDOT ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed: _____

Title: _____

Date: _____

OFFICE OF MN.IT SERVICES FOR MnGEO

DocuSigned by:

Signed: *Tracy Gerasch*

Title: 58BF08075AF6441 Procurement Director

Date: 7/19/2019

COMMISSIONER OF ADMINISTRATION

Signed: _____

Date: _____

ADMIN

Signed: *[Signature]*

Title: General Counsel

Date: 7/22/19

SCOPE

MnDOT Cultural Resources Unit (CRU) is in need of assistance in Geographic Information System (GIS) Professional Services required to support the business needs of MnDOT, the Minnesota Department of Administration (ADMIN), and the Office of the State Archaeologist (OSA) for support of the OSA Portal Online Application.

This contract consists of a series of tasks as described below. In some instances, it may be necessary for staff from the OSA team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Task Descriptions

MnGEO will perform the following tasks:

Task 1 Project Management and Administration

- 1.1 Monthly meetings with MnDOT and OSA staff will be scheduled by MnGeo to review progress and discuss issues that have arisen, as requested by OSA.
- 1.2 General project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
- 1.3 General project management services including status reports, meetings with clients, detailed requirements gathering, Quality Assurance (QA)/Quality Control (QC) of deliverables, tasks and deliverables definitions and creation, and project communication. Project management was calculated by 20% of the total hours estimated for the project.

Task 2 Fixes for Phase I of the OSA Portal

- 2.1 This task is for minor breaks, fixes and cosmetic changes to the portal and does not include adding new functionality. MnGeo will provide the following services following best practices, documenting deployments, and updating system information:
 - 2.1.1 Document and test change management process for updates of production from dev/test environment.
 - 2.1.2 Change management requests and roll-back planning process and submitting change requests.
 - 2.1.3 Security review with OSA's primary contact. Compile necessary info, share with group and handle responses.
 - 2.1.4 Warp up and documentation.
 - 2.1.5 This agreement does NOT include major enhancements to the portal, data, web services, etc.

AMENDMENT Task 3: Additional Fixes for Phase I of the OSA Portal

- 3.1 Provide the following services, fixes, enhancements, etc. (the following list is neither comprehensive, nor complete. This list only includes a few of the larger known fixes. In order to allow the most flexibility to this project for scheduling and completing this work, review each of the 'fixes,' document, and prioritize routinely with MnDOT's and OSA's primary contacts:
 - 3.1.1 Correct, fix, and/or add small fixes, database corrections, map modifications, and other 'small' functionality or data changes that have not been previously identified.
 - 3.1.2 Add "Land Administrator" user role.
 - 3.1.3 Vet the functionality of State Historic Preservation Office (SHPO), Minnesota Indian Affairs Council (MIAC), Land Administrator, and viewer roles, including map interface.
 - 3.1.4 Add basemap gallery button. Create different basemap options which will include: Minnesota composite aerial photography, USA topographic, or Esri world topographic, etc.
 - 3.1.5 Separate out alpha sites from the regular numbered site polygons.
 - 3.1.6 Add cemetery layer (currently being created).
 - 3.1.7 Metadata or simple explanations of all map layers included.
 - 3.1.8 Data cleanup of boundary polygons.
 - 3.1.9 Research pay wall and implement a solution to manage paying users of the portal.
 - 3.1.10 Improve admin and OSA approver functions. Edit records and forms without creating a new update each time.
 - 3.1.11 Site record and site form documentation to clarify the difference between the two and which to use and when.
 - 3.1.12 Make changes to fields: "first date", "investigator name", "investigator affiliation"
 - 3.1.13 Determine how to create site form update Portable Document Format (PDF).
 - 3.1.14 Develop the search fields in "search site records."

- 3.1.15 Automatically generate emails.
- 3.1.16 Conduct data clean up in county naming and add “monitoring” as a category of works.
- 3.1.17 Generate quarterly reports.
- 3.2 Conduct additional business analysis work and general business analysis services include defining, analyzing, and documenting requirements, identifying business needs and facilitates solution definition with appropriate resources, and identifying potential process improvements.

MnDOT and ADMIN Deliverables, Duties, and Responsibilities

Under the terms of this agreement, MnDOT and ADMIN will:

- 1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT staff.
- 2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
- 3. Acting through MnDOT and ADMIN’s primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

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Direct Labor Costs

Task	GIS Advanced	Total
Task 1		
Project Management and Administration	283.4	283.4
Task 2		
Fixes for Phase I of the OSA Portal	1377	1377
Task 3		
Additional Fixes for Phase I of the OSA Portal	522.5	522.5
Total Hours	2182.9	2182.9
Fixed Hourly Rate	\$ 95.70	
Total Direct Labor Costs:	\$ 208,903.53	\$ 208,903.53
 TOTAL CONTRACT AMOUNT	 \$	 208,903.53



MAD Project Number: 2019-002
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Ashley Johnson

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

Agency:	Fiscal Year: 2019	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$154,215.00	Amount of Contract First FY: \$154,215.00	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T790083	Appr:	Appr:
Fin Dept ID: T7946703	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$154,215.00	Amount:	Amount:

SOURCE CODE: 0253

PROJECT ID:

Processing Information: (Some entries may not apply.)

Begin Date: _____

End Date: 06/30/2019

Contract: 143368
 Number/Date/Entry Initials

Order: 3000420774
 Number/Date/Signatures

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

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

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

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis and Development: Ashley Johnson Requesting Agency: Donna Koren

3. Consideration and Terms of Payment:

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

Up to 1,091 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$1,475 for postage, travel, lodging, mileage and car rental costs that may be incurred. The total amount the Division will invoice under this agreement shall not exceed \$154,215.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

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

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis and Development
By:	By: <i>Reuda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>June 13, 2018</i>

**3. MnDOT CONTRACT MANAGEMENT:
BY/DATE:**

Proposal

MnDOT—Manufacturers' Perspective District 7
June 1, 2018

Proposal prepared by:

Kristina Krull
651-259-3813
Kristina.Krull@state.mn.us

Matt Kane
651-259-3809
Matt.Kane@state.mn.us

Enterprise Director, MAD

Ryan Church

Assistant Director

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

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 Department of Transportation (MnDOT) plans to conduct a study of manufacturers' perspectives on Minnesota's transportation system in MnDOT District 7. District 7 serves 13 counties and encompasses the south-central region of the state, with its headquarters in Mankato. Other cities in District 7 include New Ulm, St. Peter, Windom, and Worthington.

The study approach will closely mirror previous projects in MnDOT Districts 1, 2, 4, 6, and 8. Through face-to-face interviews with businesses, MnDOT will collect information on transportation needs and build relationships with economic development professionals and businesses. Information gleaned from interviews will help MnDOT understand the needs and priorities of businesses in District 7 and contribute to near-term project planning to support regional economic vitality.

MnDOT has asked Management Analysis and Development (MAD) to provide project management and data collection and analysis services to the project. Other project partners include economic development organizations within District 7 (EDOs), the State and Local Policy Program (SLPP) at the Humphrey School of Public Affairs, and the University of Minnesota Extension Center for Community Vitality (CV). County engineers will be invited to participate in interviews as observers.

This project is part of an ongoing effort by MnDOT to understand the perspectives of manufacturers throughout the State of Minnesota. MAD, SLPP, and CV are continuing partners in this effort.

Products

1. Deliver a project plan for the entire District 7 project.
2. Modify existing training materials and conduct interviewer trainings.
3. Deliver a report of interview findings and recommendations, one that meets the design specifications of the previous reports.
4. Deliver a list of specific, actionable feedback from businesses.
5. Develop presentations of interview findings and present information to relevant audiences, including District 7 staff.

Activities, Timeline, and Project Costs

The overall timeline for the project would be July 1, 2018 (or when the interagency agreement is signed), through June 30, 2019. If the interagency agreement is not signed by July 15, 2018, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
<p>1. Develop and manage a project plan and timeline for MAD portion of the project and ongoing project partner coordination</p> <p>Project plan and timeline would include major activities and dependencies to carry out project, including key activities and milestones performed by the State and Local Policy Program (SLPP) and Center for Community Vitality (CV).</p> <p>Participate in periodic check-in meetings with external project partners and District 7 project team, especially during the data collection phase of project.</p>	40
<p>2. Prepare and train interviewers</p> <ul style="list-style-type: none"> -Develop interviewer training materials and assemble training packets. -Work with partners to recruit EDOs. -Conduct up to two interviewer training sessions in different areas of District 7, including travel. -Explore opportunities for remote training of latecomers. 	140
<p>3. Prepare business list and issue invitations for interviews</p> <ul style="list-style-type: none"> -Coordinate with SLPP lead on business list to obtain a clean list of businesses. -Perform additional list cleaning of manufacturers' and carriers' contact information through web searches and calls as needed. -Develop invitation letters to businesses to participate in project. -Create mail merge, print, and mail invitations to businesses. 	100
<p>4. Schedule interviews</p> <p>Coordinate the scheduling of manufacturers and carriers, MAD consultants, MnDOT employees, SLPP staff, economic development professionals, and CV educators. Estimate includes coordination time for including county engineers as observers in interviews.</p>	120
<p>5. Conduct interviews</p> <p>Travel to business locations and conduct face-to-face interviews with interview partner(s).</p>	45
<p>6. Documentation from interviews</p> <p>Enter data of interviews performed by MAD staff. Coordinate obtaining and tracking typed interview results from interviews performed by other interviewers. Provide feedback to and follow-up with interviewers as needed to improve quality of data. Prepare interview results for coding. Respond to client data requests from client.</p>	55
<p>7. Analyze and code interview data</p> <p>Set up coding structure, code interview transcripts, and recode as needed due to project changes.</p>	90
<p>8. Produce preliminary study findings summary</p>	10

Activities	Hours
9. Create a first draft of report for MnDOT to review Summarize research findings and provide recommendations through the lenses of transportation and economic development. Estimate assumes including business profiles in the report to illustrate business needs.	150
10. Revise report based on MnDOT feedback from reviewers Provide a final, public-ready report.	50
11. Create an action items spreadsheet to track aggregated feedback from interviews for District 7 and city/county engineering staff.	25
12. Perform tasks to share study findings which may include preparing presentation(s) of study findings, facilitating meetings, or participating in conferences. Assumes travel to meetings in the District and one conference in the Twin Cities area to present results.	55
13. Final project tasks , such as adding District 7 data to the All District Database and conducting an interviewer survey.	45
Subtotal	925
Project management, including client communication (18%)	166
Estimated expenses: Travel with lodging, mileage and rental car costs	\$1,475
Total hours	1,091
Total costs: (1,091 hours times \$140, plus \$1,475 in expenses)	\$154,215

Documentation

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

Clients and Consultants

The primary client would be Donna Koren, Market Research Director in the Customer Relations Office at MnDOT. The MAD project lead would be Ashley Johnson; other MAD consultants would also provide services to the client.

Client Responsibilities

Many of MAD's deliverables involve inputs from partner organizations such as the industry cluster analysis from SLPP or identification by Extension of vetted local/regional economic development staff to participate in interviews. MAD would look to the client to hold these partners accountable for meeting the agreed upon timeline and deliverables.

Other client responsibilities include:

- Initiating and overseeing the SLPP and Extension activities detailed in the MAD-designed project plan.
- Providing input and involvement on approach to key project deliverables, including interview tool design, interview training sessions, interview documentation, data analysis, report structure, and presentations.
- Ensuring that District 7 and other MnDOT staff attend interview training, conduct and document interviews, and provide subject matter insight, as needed.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data.

Billing and Cost Calculations

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



AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-002

WHEREAS, the State of Minnesota, Department of Transportation, has an interagency agreement identified as 2019-002 (SWIFT 143368, Order: 3000420774) with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) 1, 3 & 5 of the original contract shall be amended to read:

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; in addition, MAD will prioritize scheduling interviews over other project activities. MAD anticipates scheduling up to 80 total interviews with businesses. The depth of analysis of interview results and the length of the final report is dependent on hours available on the contract after a satisfactory number of interviews has been scheduled. MAD's involvement in the production of materials for and attendance at any final report-out or implementation meetings is also dependent on hours available on the contract after scheduling and reporting is complete. MAD will work flexibly with the client to balance the number of interviews scheduled with the needs of the final report and report-out deliverables. In addition to scheduling, analysis, reporting, and report-out activities, MAD will continue to provide project management consultation and data cleaning services.

3. Consideration and Terms of Payment:

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

Up to ~~1,091~~ 1,291 hours at a rate of \$140 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$1,475.00 for postage, travel, lodging, mileage and car rental costs that may be incurred. The total amount the Division will invoice under this agreement shall not exceed ~~\$154,215.00~~ \$182,215.00.

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

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

5. Effective Dates:

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

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <i>Renda E Rappa</i> Title: <i>Business Manager</i> Date: <i>Jan 16, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date: 143368 / 3000420774	By: Title: Date:

**AMENDMENT #2 to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES
AGREEMENT NUMBER 2019-002**

WHEREAS, the State of Minnesota, **Department of Transportation**, has an interagency agreement identified as **MAD Project Number 2019-002 (SWIFT 143368, Order: 3000420774)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **5** of the first amendment to the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective January 14, 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 ~~August 31~~ October 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect. The Original Interagency Agreement, and any previous amendments, are incorporated into this amendment by reference.

APPROVED:

<p>MnDOT Contract Management 1. REQUESTING AGENCY</p>	<p>2. DIVISION</p>
<p>By: Title: Date:</p>	<p>By: <i>Randa E Pappa</i> Title: <i>Business Manager</i> Date: <i>Aug 2, 2019</i></p>
<p>3. Encumbrance Verification</p>	<p>4. MnDOT Contract Management</p>
<p>By: Title: Date:</p>	<p>By: Title: Date:</p>

	Grant Agreement	Page 1 of 2
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Minnesota Department of Public Safety (“State”) Minnesota State Patrol 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101	Grant Program: 2018 Motor Carrier Safety Administration Program (MCSAP) Grant Agreement No.: A-MCSAP18-2018-MNDOT-001 MnDOT Contract: 1031658				
Grantee: Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 395 John Ireland Blvd. St. Paul, MN 55155	Grant Agreement Term: Effective Date: 10/01/2017 Expiration Date: 09/30/2019				
Grantee’s Authorized Representative: William Gardner, Transportation Operations Manager, MnDOT-OFCVO Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 395 John Ireland Blvd. St. Paul, MN 55155 (651) 366-3646 William.Gardner@state.mn.us	Grant Agreement Amount: <table style="width: 100%; border: none;"> <tr> <td style="padding: 2px;">Original Agreement</td> <td style="text-align: right; padding: 2px;">\$ 1,200,000.00</td> </tr> <tr> <td style="padding: 2px;">Matching Requirement</td> <td style="text-align: right; padding: 2px;">\$ 211,764.71</td> </tr> </table>	Original Agreement	\$ 1,200,000.00	Matching Requirement	\$ 211,764.71
Original Agreement	\$ 1,200,000.00				
Matching Requirement	\$ 211,764.71				
State’s Authorized Representative: Captain Jon Olsen, District 4700 Commander Minnesota State Patrol Commercial Vehicle Section 1110 Centre Point Curve, Suite 410 Mendota Heights, Minnesota 55120 (651) 405-6180 Jonathan.olsen@state.mn.us	Federal Funding: CFDA 20.218 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2018 Motor Carrier Safety Administration Program (MCSAP) Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at 1110 Centre Point Curve, Suite 410 Mendota Heights, Minnesota 55120. The Grantee shall also comply with all requirements referenced in the 2018 Motor Carrier Safety Administration Program (MCSAP) Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the



Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: Gary Solde

Date: 8/30/18

Grant Agreement No. A-MCSAP18-2018-MNDOT-001/3-55369

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: William D Gardner

Title: William Gardner, OFCVO Director

Date: July 31, 2018

3. STATE AGENCY

Signed: [Signature]

Title: CHIEF

Date: 8-10-18

4. MNDOT CONTRACT MANAGEMENT

Signed: [Signature]

Title: Contact Admin

Date: 8/1/18

Distribution: DPS/FAS
Grantee
MSP's Authorized Representative
MnDOT's Contract Management

MnDOT OFM - Grant Unit
Agency Grant Supervisor/Designer
[Signature]
8/1/18

2018 Motor Carrier Safety Assistance Program

Organization: Transportation, Department of (MNDOT)

Budget Summary

Budget Category	State Reimbursement	Local Match
Fringe		
Fringe	\$264,811.55	\$46,731.45
Total	\$264,811.55	\$46,731.45
Indirect Costs		
Indirect Costs	\$135,405.11	\$23,895.02
Total	\$135,405.11	\$23,895.02
Other Expenses		
Other	\$16,264.75	\$2,870.25
Total	\$16,264.75	\$2,870.25
Personnel		
Personnel	\$696,872.50	\$122,977.50
Total	\$696,872.50	\$122,977.50
Program Travel		
Travel	\$62,038.95	\$10,948.05
Total	\$62,038.95	\$10,948.05
Supplies		
Supplies	\$24,607.14	\$4,342.44
Total	\$24,607.14	\$4,342.44
Total	\$1,200,000.00	\$211,764.71

GRANTEE DUTIES

The Grantee shall perform the annual tasks as necessary to fulfill the terms of the state Commercial Vehicle Safety Plan (CVSP), which is incorporated by reference into this grant contract, activities as specified below, and other activities relating to the enhancement of Commercial Motor Vehicle (CMV) safety as Minnesota State Patrol, Commercial Vehicle Enforcement (MSP) may deem necessary throughout the term of this agreement.

1. Certification/Qualification

The Grantee will ensure that personnel engaged in enforcement or regulatory operations, whose positions are directly or indirectly financed through a Motor Carrier Safety Assistance Program (MCSAP) grant funding source, demonstrate a minimum competency level by meeting certification/qualification parameters as established in the state MCSAP Certification/Qualification Policy, dated **02/06/17**, Exhibit V, that is attached and incorporated and made part of this grant contract.

2. Reviews/Audits

- (a) The Grantee will conduct Reviews and New Entrant Audits of Minnesota-based carriers in accordance with CVSP initiatives and FMCSA guidelines and directives.
- (b) The Grantee will strive to increase the overall number and ratio of "Critical and Acute" violations detected as a result of review activities.
- (c) The Grantee will ensure that carriers have properly completed repairs on vehicles previously placed out-of-service and take appropriate action regarding out-of-service violations found during the course of a regularly scheduled Compliance Review (CR) (according to the policy memo addressing this topic, dated **02/06/17**, Exhibit V that is attached and incorporated and made part of this grant contract).
- (d) The Grantee will complete those forms and reports as prescribed by the Federal Motor Carrier Safety Administration (FMCSA) for each Review completed under the auspices of MCSAP. The Grantee shall further provide MSP with all data necessary to meet the reporting, operational and evaluation requirements of the MCSAP project in an acceptable format and on a timely basis at no extra cost to MSP.
- (e) The Grantee will continue to upload Reviews to the Motor Carrier Safety Information System (MCMIS) within required timeliness guidelines.

3. Inspections

- (a) The Grantee will conduct Level 1 inspections at common bus/motor coach destinations, including but not limited to the Mall of America, Target Field, casinos, Valley Fair and Minneapolis St. Paul International Airport, etc. Commercial vehicle inspections may also be conducted at any fixed scale facility, as well as where ever other MN State Patrol employees may be working.
- (b) The Grantee will complete a commercial Motor Vehicle Inspection form for each vehicle inspected under MCSAP auspices. The signed Inspection Repair Verification form shall be returned to the Minnesota State Patrol, Commercial Vehicle Section, 1110 Centre Pointe Curve, Suite 410, Mendota Heights, MN. 55120. A Commercial Motor Vehicle Inspection form issued for State mandated inspection programs for the purpose of issuing credentials to a Motor Carrier does not apply.

4. Training & Outreach

- (a) The Grantee will work with MSP on MCSAP-related training/public education activities as outlined by the state CVSP.
- (b) The Grantee will assist in preparing and presenting programs such as "Share-The-Road", and/or regulatory-based outreach programs to motor carriers and their employees, union locals, civic groups, industry gatherings,

educational institutions and other highway users.

- (c) The Grantee will assist in carrying the safety/regulatory message to large groups of interested listeners through events like the State Fair, County Fairs, and industry conferences and conventions held within the state.
- (d) The Grantee will continue the current Initial Motor Carrier Contact (IMCC) program providing safety and regulatory classes and outreach activities to new/prospective motor carriers and their employees.
- (e) The Grantee will provide safety and regulatory classes and outreach activities to existing motor carriers and their employees.
- (f) The Grantee will publish and disseminate informational materials to address frequently asked questions from industry and the general public.
- (g) The Grantee will provide access to web-based online learning programs and access to the most current regulatory information and updates.

5. Post-Crash Review of Motor Carrier

The Grantee will perform a review of motor carrier operations as-soon-as possible upon notification of a "significant crash" involving a Minnesota-based motor carrier in accordance with definitions and procedures set forth in the "Post Crash Review Plan" dated February 23, 2004 that is incorporated by reference and made part of this grant contract.

6. VISOR Program

The Grantee will work cooperatively with MSP to maintain and conduct a viable performance-based Vehicle Inspection Standardized Overall Review (VISOR) program.

7. Progress Reports

The Grantee will provide a written quarterly progress report that is due to MSP by the 15th of the month following each quarter. The report shall be in a format similar to the state CVSP as specified by MSP, and shall include a narrative comment on each performance measure relevant to Minnesota Department of Transportation, (MN/DOT) Office of Freight and Commercial Vehicle Operations activities. Additionally, each program area including passenger, hazardous materials, general reviews, training, and/or other will provide a narrative containing the highlights of the reporting period. Finally, the grantee shall provide a report, comprehensively evaluating activities performed, to MSP within 30 days of the Expiration date of this grant contract.

Minnesota State Patrol-District 4700

Commercial Vehicle Section

1110 Centre Pointe Curve Suite 410, Mendota Heights, Mn 55120

Phone: 651/405-6196 • Fax: 651/405-6199 • TTY: 651/282-6555

www.dps.state.mn.us/patrol/comveh/index.htm



Alcohol and Gambling Enforcement

ARMER/911 Program

Bureau of Criminal Apprehension

Driver and Vehicle Services

Homeland Security and Emergency Management

Minnesota State Patrol

Office of Communications

Office of Justice Programs

Office of Traffic Safety

State Fire Marshal and Pipeline Safety

To: Mrs. Debra Ledvina [Signature]
Transportation Program Director
MnDOT-OFCVO

From: Captain Jon Olsen [Signature]
MN State Patrol
Commercial Vehicle Section

Date: February 3, 2017

Scope:

The purpose of this policy and memo of understanding is to establish minimum Certification/Qualification parameters for all MnDOT personnel engaged in MCSAP grant eligible activities, as well as commercial vehicle inspection expectations.

Applicability:

All MnDOT personnel engaged in enforcement or regulatory operations, that support the overall Motor Carrier Safety Assistance Program (MCSAP) for the State of Minnesota, and whose positions are financed, in whole or in part, through MCSAP grant funds, will be required to adhere to the following minimum Certification/Qualification requirements to maintain continued operations within the funded program(s).

For purpose of this discussion, "MCSAP" activities, as outlined in CFDA 20.218, and may include but are not limited to the following activities:

- NAST Roadside Inspection Activity
- Compliance Review Activity
- Basic Hazardous Materials Transportation Enforcement & Regulatory Activity
- Cargo Tank Transportation Enforcement & Regulatory Activity
- Bus/Motor Coach Enforcement & Regulatory Activity
- New Entrant Activity

Policy Statement:

It is critical that MnDOT personnel engaged in enforcement or regulatory operations, whose positions are directly or indirectly financed through a MCSAP grant funding source, demonstrate competency at a minimum of once in each calendar year. Maintaining North American Standard Driver/Vehicle Inspection (NAS) certification will be the prerequisite for Certification/Qualification for all MCSAP funded activities. Federal Motor Carrier Safety Administration (FMCSA) detail certification guidelines in their Operational Policy 4. FMCSA also allows individual agencies to establish more stringent requirements if desired. The certification and maintenance requirements contained herein are established through mutual agreement between Minnesota Department of Transportation's Office of Freight and Commercial Vehicle Operations (OFCVO) and the Minnesota State Patrol (MSP).



To obtain NAS Certification, employees must attend and pass the NAS Course, Parts A and B, at a certified class through the National Training Center (NTC). As required through the Operational Policy 4, the employee must satisfactorily complete 32 Level 1 inspections under the direction and control of a certified inspector. This must be completed within 6 months of NAS Part A and B testing.

Once fully certified as a NAS A and B inspector, the certification must be maintained by:

1. Conduct a minimum of 32 Level 1 inspections throughout the calendar year in accordance with NAS standard practices and meet the minimum documented quality levels in the Level 1 inspection process. The 32 Level 1 inspections used to establish NAS certification may be conducted:
 - a. Where NAS certified MSP personnel are present, or
 - b. At a weigh station when MSP personnel are on duty at the facility, or
 - c. At a roadside commercial vehicle enforcement saturation when MSP personnel are present.
 - d. A passenger carrying vehicle inspection, terminal inspection, and/or any other type of inspection that doesn't require the inspector to intercept a moving vehicle are also acceptable.To ensure that a broad knowledge base continues to be maintained, at least 50% of the required 32 Level I inspections must be completed on articulated vehicles equipped with air brakes.
2. If there are extenuating circumstances that prevent the employee from completing the required 32 Level I inspections within the calendar year, the NAS Course tests, both Parts A and B, may be challenged.
 - a. These instances will be reviewed on a case by case basis
 - b. Persons unsuccessfully challenging the test(s) must attend the next available NAS Part A and/or B course offered in Minnesota.

NOTE: Not completing the required inspections in the cycle period (calendar year), or an unsuccessful challenge of either or both NAS tests, will preclude the employee from performing any further MCSAP funded activities until he/she has successfully completed the applicable NAS Course(s).

All FMCSA and Commercial Vehicle Safety Alliance (CVSA) policies must be followed at all times. MSP is expected to provide CVSA decals on a quarterly basis to OFCVO management staff for distribution. MSP will also make every attempt to provide any necessary training to OFCVO staff.

All OFCVO personnel performing inspections to maintain Certification/Qualification are subject to an Inspection Quality Evaluation process. It is the expectation that OFCVO management routinely conduct quality control checks on completed inspections and provide direction on scheduling of personnel. It is highly recommended personnel are performing Level I inspections on a quarterly basis.

OFCVO personnel participating in Passenger Vehicle Inspections must complete the following to obtain inspection certification and recertification:

1. Upon successful completion of the FMCSA Passenger Vehicle Inspection Course, the initial 8 passenger vehicle inspections conducted may be level 1 or level 5. The initial 8 inspections must be conducted on Motor Coach Buses in the presence and under the direction of a certified passenger vehicle inspector.
2. To maintain the Passenger Vehicle Inspection certification, 8 level 1 or level 5 inspections are required, but a minimum of 4 must be conducted on Motor Coach Buses.

OFCVO personnel participating in Basic Hazardous Materials Transportation Enforcement & Regulatory Activity and Cargo Tank Transportation Enforcement & Regulatory Activity must complete the following to obtain inspection certification and recertification:

1. Upon successful completion of the applicable course, 16 Level 1 hazardous materials inspections must be conducted in the presence of and under the direction of a certified Haz-Mat inspector.
2. To maintain the Basic (non-bulk) and Cargo Tank Hazardous Materials inspection certification, 8 Level 1 or Level 2 inspections are required annually in each category.

All annual certification cycles will be calendar year January 1 through December 31.

FINANCIAL ASSISTANCE AGREEMENT GENERAL TERMS AND CONDITIONS

June 2017

Section 1. Grant Authority

a. Contract Authority.

The Federal Motor Carrier Safety Administration's (FMCSA) authorizing legislation, The Fixing America's Surface Transportation Act [FAST Act], Pub. L. No. 114-94, §5101 (2015) granted FMCSA contract authority. As codified in 49 U.S.C. §31104, the Secretary of Transportation's approval of the grant funds made available imposes a contractual obligation upon the United States for payment of the Government's share of costs in carrying out the grant objectives.

b. Lapse in Appropriations and/or Authorization.

Except in limited circumstances, the absence of FMCSA appropriations and/or authorization prevents the continuation of Federal supervision and support to the performance of a grant. In the absence of such supervision or support, the Recipient may only continue to proceed with its work if (1) the performance of such grant is not incurring obligations from the lapsed appropriations; (2) if continued grant management supervision or support is not critical to the Recipient's continued performance of the work; (3) and FMCSA has approved the continuation of such work. FMCSA will make such determinations in accordance with the Executive Office of the President, Office of Management and Budget, Memorandum "Planning for Agency Operations During a Lapse in Government Funding" (April 7, 2011), and any amendments or updated guidance thereto.

Section 2. Effective Date.

Recipient acknowledges that Federal funds are obligated on the effective date of the Grant Agreement. The effective date is the date that the Grant Agreement contains the authorized signatures of both parties to this agreement. Where the dates accompanying the signatures differ from party to party, the effective date of the Grant Agreement shall be the most recent of these dates.

Section 3. Electronic Signatures.

The Recipient understands that electronic signatures are binding. An electronic signature to the Grant Agreement commits the Recipient to these Provisions and Assurances, as well as all requirements denoted in Section 4.

Section 4. General Requirements.

a. Obligation of Recipient to Comply.

The Recipient understands that by signing the Grant Agreement, the Recipient is agreeing to carry out the approved project plan and the approved budget and to comply with all applicable Federal laws and requirements imposed by the FMCSA concerning special requirements of law, program requirements, and other administrative requirements. This includes, but is not limited to: (1) 49 U.S.C. chapters 311 and 313 (2016), as applicable and denoted in the Notice of Grant Agreement; (2) FAST Act, Pub. L. No. 114-94, §§5101 and 5104 (2015), as

applicable and denoted in the Notice of Grant Agreement; (3) U.S. Department of Transportation (DOT) regulations; (4) the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR part 200); and (5) the Federal Grant and Cooperative Agreement Act of 1977

For all Federal awards, compliance with statutory and national policy requirements also includes the provisions of the Federal Funding and Accountability Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity, codified at 2 CFR part 25 and 2 CFR part 170. See also statutory requirements for whistleblower protections at 10 U.S.C. §§ 2324 and 2409 and 41 U.S.C. §§ 4304, 4310, and 4712 §§.

b. Application of Federal, State, and Local Laws and Regulations.

i. Federal Laws.

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all Subrecipient agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

ii. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

c. Subrecipients.

State Recipients shall follow State law and procedures when awarding and administering subawards to local and Indian tribal governments including 2 CFR § 200.317. All other non-federal entities, including Subrecipients of a State, will follow 2 CFR §§ 200.318, General procurement standards, through 200.326, Contract provision, as well as the Standards for Financial and Program Management, at §§ 200.300 through 200.309. Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal

awards directly from a Federal awarding agency.

d. Subawards.

Subaward means an award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

e. Pass-Through Entity.

Pass-through entity means a non-Federal entity that provides a subaward to a Subrecipient to carry out part of a Federal program. All Pass-Through Entities must comply fully with 2 CFR §§ 200.330, 200.331, 200.332 and 200.505.

f. Prohibition Against Transferring An Award.

The Recipient is prohibited from transferring or subrogating their rights and responsibilities of the grant program and funds associated with that grant to another entity. Subrogation is when a non-federal entity substitutes another entity, not awarded the subject grant by FMCSA, to a lawful claim, demand, or right, so that that entity succeeds to the rights of the other in relation to the debt or claim, and its rights, remedies, or fund access. The act of subawarding to a Subrecipient is not considered as the subrogation of the Recipient's award.

Section 5. Internal Controls. The Recipient must:

- a. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- b. Comply with Federal statutes, regulations, and the terms and conditions of the Federal awards;
- c. Evaluate and monitor the non-Federal entity's compliance with statute, regulations and the terms and conditions of Federal awards;
- d. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- e. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Section 6. Ethics.

a. Written Code of Ethics.

The Recipient agrees to maintain a written code or standards of ethical conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, Subrecipients, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or Subrecipients or their agents.

b. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- i. The employee, officer, board member, or agent;
- ii. Any member of his or her immediate family;
- iii. His or her partner; or
- iv. An organization that employs, is considering to employ, or is about to employ, any of the above.

c. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subaward, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or Subrecipient or impair the contractor's or Subrecipient's objectivity in performing the contract work.

Section 7. Hatch Act.

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326), which limit the political activities of state or local employees whose principal employment is in connection with programs financed in whole or in part by loans or grants made by the United States or a Federal agency. The Hatch Act specifically exempts employees of educational institutions, and the Hatch is not applicable to private, nonprofit organizations unless the statutes through which the nonprofit organizations derive their federal funding contain a provision stating that the recipient organizations are deemed to be state or local government agencies for purposes of the Hatch Act. On December 19, 2012, Congress passed the Hatch Act Modernization Act of 2012 (the Act). The Act became effective on January 27, 2013. Now, only state, D.C., or local government employees whose salaries are paid for entirely by federal funds are prohibited from running for partisan office. All other state, D.C., and local employees, even if they are otherwise covered by Hatch Act restrictions are free

under the Hatch Act to run for partisan office.

Section 8. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000.

By signing this agreement, the Recipient declares that it is in compliance with 31 U.S.C. § 1352, which prohibits the use of federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not federally appropriated, were used or agreed to be used to influence this grant.

Recipients of subawards in excess of \$100,000 must make the same declarations to the Recipient. With respect to the payment of funds not federally appropriated by the Recipient and Subrecipients, the Recipient must report to the FMCSA the name and address of each person paid or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

Section 9. Contracting (Federal Standards).

The Recipient and Subrecipients agree to comply with the Procurement Standards requirements set forth at 2 CFR §§ 200.317 through 200.326 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

Section 10. Notification Requirement.

With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to:

- a. Specify in any announcement of the awarding of the contract for such goods or services the number of Federal funds that will be used to finance the acquisition; and
- b. Express the said amount as a percentage of the total costs of the planned acquisition.

Section 11. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third-party contractors and Subrecipients and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 CFR part 32. This action of certification shall take place for each federal year, regardless of prior certification completed for a Subrecipient or contractor.

Section 12. Notification of Third Party Contract or Subaward Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third-party contract or subaward. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

Section 13. Participation by Small Business Concerns Owned and Controlled by Socially

and Economically Disadvantaged Individuals.

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 CFR part 26) in carrying out the Project.

Section 14. Records Retention.

a. Requirement to Retain Records.

During the course of the Project and for three years after the final Federal financial report is submitted (form SF-425), the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in 2 CFR § 200.333.

b. Access to Recipient and Subrecipient Records.

The Recipient, and related subrecipients, will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award and will establish a proper accounting system in accordance with generally accepted accounting standards. Access requirements to records are set forth in 2 CFR § 200.336.

Section 15. Audit and Inspection.

a. Inspector General Act of 1978.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

b. Single Audit Act Amendments of 1996.

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR § 200.501.

c. Other Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government, an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 2 CFR § 200.501, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of 2 CFR § 200.501(h).

It is imperative that Recipients submit required Single Audits within the time limits specified in the Circular. The Recipient agrees to submit the data collection form and copies of the reporting package required under the Single Audit Act Amendments of 1996 and 2 CFR § 200.501 to:

1201 East 10 Street,
Jefferson, IN 47132.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by 2 CFR § 200.501.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its Subrecipients pertaining to the Project. The Recipient agrees to require each Subrecipient to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that subaward, and to audit the books, records, and accounts involving that subaward as it affects the Project.

Section 16. Responsibility for Reporting Fraudulent Activity, Waste, and Abuse.

The Recipient understands that the Federal government shall pursue administrative, civil, or criminal action under a variety of statutes relating to fraud and making false statement or claims.

The Recipient is required to contact the DOT, the Office of Inspector General (OIG), if the Recipient becomes aware of the existence (or apparent existence) of fraudulent activity, waste, or abuse.

The OIG has authority within the DOT to conduct criminal investigations. The DOT OIG maintains a post office box and a toll-free hotline for receiving information from individuals concerning fraud, waste, or abuse under DOT grants and cooperative agreements. The hotline is available 24 hours a day, 7 days a week at <https://www.oig.dot.gov/hotline>. The identity of the caller is kept confidential, and callers are not required to give their names.

Examples of fraud, waste, and abuse that should be reported include, but are not limited to, embezzlement, misuse, or misappropriation of grant funds or property, and false statements, whether by organizations or individuals. Other examples include, but not limited to, theft of grant funds for personal use; using funds for non-grant-related purposes; theft of federally owned property or property acquired or leased under a grant; charging inflated building rental fees for a building owned by the Recipient; submitting false financial reports; and submitting false financial data in bids submitted to the Recipient (for eventual payment under the grant).

Section 17. Budget and Finance.

The Recipient agrees to carry out Agreement activities and seek reimbursement in accordance with the Approved Project Budget after securing FMCSA written approval. The funding of items identified in the budget constitutes FMCSA's authorization for the Recipient to incur these costs, if they are allowable, allocable, necessary, and reasonable. Furthermore, funds cannot be spent that violate any FMCSA policy or grants manual. Costs not specifically budgeted in this Agreement may be allowable if prior approval is not required and costs are incurred consistently with the applicable cost principles.

Prior Approval means written permission provided by an FMCSA authorized official in advance of an act that would result in either (1) the obligation or expenditure of funds or (2) the performance or modification of an activity under the grant-supported project where such

approval is required. Prior approval must be obtained in writing from the designated Grants Management Officer or FMCSA authorized official for the grant involved. Documentation of the approved budget on the Notice of Grant Award constitutes prior approval. Prior approval applies for the performance of activities and expenditure of funds as described in the grant application, unless otherwise restricted by the terms and conditions of the Agreement.

In accordance with 2 CFR § 200.407 and § 200.308, the Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget and/or project plan: (1) extending the project period of the grant beyond the project period end date specified in the most recent revision of the Agreement; (2) that would require any transfer of funds between Standard Form (SF) 424A (direct-cost budget categories) cumulatively greater than ten percent of the total approved project budget; or (3) that require the addition of expenditures for items or services not approved in the original project plan. Examples include: increased cost of equipment purchased; subawarding, transferring or contracting out of any work under a Federal award not included in the original approved budget; or a first-time request to recover indirect costs.

The Recipient agrees to submit a request for prior approval no less than 30 days prior to the expiration of the Agreement. The FMCSA will not process requests for prior approval received less than 30 days from the Agreement expiration date. Within 30 calendar days from the date of the Recipient's request for prior approval, FMCSA will review the request and notify the Recipient whether the request has been approved. If the revision is still under consideration at the end of 30 calendar days, FMCSA will inform the Recipient in writing of the date when the Recipient may expect the decision.

The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget if such deviations do not cumulatively exceed, or expect to exceed, ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items, cost objectives or categories authorized by FMCSA in the currently approved budget. The Recipient agrees to notify FMCSA of this change.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 2 CFR § 200.302, as amended, whichever is applicable. Consistent with the provisions of 2 § 200.305, as amended, whichever is applicable, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received because the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members.

All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payroll documents, time and attendance records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All match expenditures shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other financial documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 18. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of approved costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must be in compliance with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers, 31 CFR part 205. To receive a Federal assistance payment, the Recipient must:

- i. Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:
 - A. To refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and
 - B. To refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.
- ii. Have submitted to FMCSA all financial and progress reports required to date under this Agreement;
- iii. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived; and
- iv. Have expended any earned Program Income before requesting any federal funds for reimbursement.

b. Delphi eInvoicing System for DOT Financial Assistance Awardees.

Subject to the requirements in 2 CFR § 200.305, payments will be made after receipt of required FMC SA reporting forms and supporting documentation. Each payment request must be made electronically via the Delphi eInvoicing System.

The following are the procedures for accessing and utilizing the Delphi eInvoicing System.

- i. Grant Recipient Requirements.
 - A. Recipient must have internet access to register and submit payment requests through the Delphi eInvoicing system.
 - B. Recipient must submit payment requests electronically and FMCSA must process payment requests electronically.
- ii. System User Requirements.

- A. Recipients should contact FMCSA to request access to the system. The FMCSA will provide the Recipient's name and email address to the DOT Financial Management Office. The DOT will then notify the Recipient to register for the system through an electronic invitation. The Recipient must complete online training prior to DOT giving system access.
- B. The DOT will send the Recipient an email with an electronic form to verify the Recipient's identity. The Recipient must complete the form, and present it to a Notary Public for verification. The Recipient will return the notarized form to:
- DOT Enterprise Services Center
FAA Accounts Payable, AMZ-1 00
PO Box 25710
Oklahoma City, OK 73125.
- C. The DOT will validate the form and email a user ID and password to the Recipient. The Recipient should contact the FMCSA grants management office with changes to their system information.
- D. Note: Additional information, including access forms and training materials, can be found on the DOT eInvoicing website:
<https://www.transportation.gov/cfo/delphi-einvoicing-system>
- E. Waivers.

DOT Financial Management officials may, in highly limited circumstances and on a case by case basis, waive the requirement to register and use the electronic grant payment system. Waiver request forms can be obtained on the DOT eInvoicing website <https://www.transportation.gov/cfo/delphi-einvoicing-system> or by contacting FMCSA.

Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

- c. Reimbursement Payment by FMCSA. If the reimbursement method is used, the Recipient agrees to:**
- i. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and
 - ii. Complete and submit, on at least a quarterly basis, Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.
 - iii. Possess and maintain a current DUNs number and entity registration with the System for Award Management (www.sam.gov).

Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is in compliance with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project

completion. If all these circumstances are present, FMCSA may reimburse approved costs incurred by the Recipient up to the maximum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by FMCSA's financial processor.

d. Other Payment Information.

The Recipient agrees to adhere to and impose on its Subrecipients all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

e. Effect of Program Income, Refunds, and Audit Recoveries on Payment.

In accordance with 2 CFR § 200.305(b)(5) State, local government, nonprofit organizations and Indian tribal Recipients and Subrecipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries and interest earned on such funds before requesting additional cash reimbursements.

f. Reimbursable Costs. The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

- i.** Conform with the Project description and the approved Project Budget and all other terms of this Agreement;
- ii.** Be necessary to accomplish the Project;
- iii.** Be reasonable for the goods or services purchased;
- iv.** Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);
- v.** Be incurred (and be for work performed) after the Federal Funding Period start date of this Agreement, unless specific prior authorization from FMCSA to the contrary is received in writing (pre-award costs);
- vi.** Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:
 - A.** For Recipients that are governmental organizations, institutions of higher education, private non-profit organizations, the cost principles of 2 CFR § 200, subpart E; and
 - B.** For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulations, 48 CFR chapter I, subpart 31.2, "Contracts with Commercial Organizations" apply.
- vii.** Be satisfactorily documented; and
- viii.** Be treated uniformly and consistently as non-Federal funds under accounting

principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its Subrecipients and contractors.

g. Indirect Costs.

If indirect costs are included in the approved budget, the Recipient may not request these costs for reimbursement absent a current approved indirect cost rate agreement submitted to the FMCSA Division Office, and included as part of the official grant record.

Indirect costs will not be reimbursed without documentation of an approved indirect cost rate from the Recipient's cognizant agency; however, a Recipient or Subrecipient that has never had a negotiated indirect cost rate may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely, without documentation. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time

As described in 2 CFR § 200.403, factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double-charged or inconsistently charged as both. Except as provided above, if a Recipient intends to request reimbursement of indirect costs, the Recipient must submit the proper documentation before vouchers are submitted for reimbursement. The Recipient must indicate in its budget that it will be seeking indirect costs, and a placeholder indirect cost rate will suffice until an approved rate can be determined.

The Recipient must obtain prior approval through formal amendment in order to recover indirect costs at an approved rate higher than the place holder indirect cost rate if the cumulative amount of such transfer exceeds or is expected to exceed 10 percent of the total approved budget.

The Recipient may not request additional grant funds to recover indirect costs that it cannot recover by shifting funding from direct costs to indirect costs. After this Grant Agreement has been signed, any request for changes to the indirect cost rate will require an amendment and must be approved by formal amendment if the change to the indirect cost rate is a new rate or would cause the cumulative amount of a budget transfer to exceed 10 percent of the total approved budget.

The cognizant agency for indirect costs may allow for a one-time extension of the current indirect cost rate of up to four years without further negotiation of a federally approved indirect cost rate. If the cognizant agency permits any one-time extension, the Recipient is locked in with that indirect cost rate until the end of the approved extension.

h. Pre-Award Costs. A Recipient may be reimbursed for obligations incurred before the effective date of the award if:

- i. The Recipient receives prior written approval from the FMCSA before the effective date of the grant agreement;
- ii. The costs are necessary to conduct the project; and
- iii. The costs would be allowable under the grant, if awarded.

If a specific expenditure would otherwise require prior approval before making the expenditure (i.e. pursuant to 2 CFR § 200.407), then the Recipient must obtain FMCSA written approval before incurring the cost.

Recipient understands that the incurrence of pre-award costs in anticipation of an award is taken at the Recipient's risk and imposes no obligation on FMCSA to make the award or to increase the amount of the approved budget if (1) there is no award subsequently made;(2) an award is made for less than anticipated and is inadequate to cover the pre-award costs incurred; or (3) there are inadequate appropriations.

i. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

- i. Any Project costs incurred by the Recipient before the effective date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal Law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;
- ii. Any costs incurred by the Recipient that are not included in the latest approved Project Budget; and
- iii. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred with or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds based on a later audit or other review. Unless prohibited by law,

FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 19. Program Income.

Recipient agrees to comply with the regulations relating to program income, located at 2 CFR §§ 200.305(b)(5) and 200.307 for State, local government, Indian tribal recipients, and non-profit organizations, and their Subrecipients.

Program income means gross income earned by the Recipient, Subrecipient, or contractor under a grant that is directly generated by a grant-supported activity or earned because of the award during the award period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report.

Program income includes, but is not limited to, user charges or user fees, income from fees for services performed, the use or rental of real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights, and interest on loans made with award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal awarding agency regulations or the terms and conditions of the award, program income does not include the receipt of principal on loans, rebates, credits, discounts, etc., or interest earned on any of them. Per 2 CFR § 200.307 (c), Governmental revenues, taxes, special assessments, levies, fines, and other such revenues raised by a non-Federal entity are not program income unless the revenues are specifically identified in the Federal award or Federal awarding agency regulations as program income.

Recipients agree to use the Program income in accordance with 2 CFR §§ 200.305(b)(5) 200.307 for State, local government, nonprofit organizations and Indian tribal recipients and subrecipients.

Section 20. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1 - March 31, April 1-June 30, July 1- September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the district office and respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

- i.** An account of significant progress (findings, events, trends, etc.) made during the reporting period;
- ii.** A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered;
- iii.** An outline of work and activities planned for the next reporting period; and
- iv.** A status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient shall furnish one (1) copy of a quarterly financial status report to the division, and one (1) copy to the respective Grant Manager, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF-425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. If the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

Section 21. Non-Discrimination.

The Recipient will comply with all Federal authorities relating to nondiscrimination. These include, but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 Stat. 252), which prohibits discrimination on the basis of race, color, or national origin, as implemented by 49 C.F.R. § 21.1 et seq. and 49 CFR § 303;
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), which prohibits discrimination on the basis of sex;
- Title IX of the Education Amendments of 1972, as amended, (20 U.S.C. § 1681 et seq.), which prohibits discrimination on the basis of sex in education programs or activities, as implemented by 49 CFR § 25.1 et seq.;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, which prohibits discrimination on the basis of disability and 49 CFR part 27;
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 - 12189), as implemented by Department of Justice regulations at 28 CFR parts 35 and 36, and Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Civil Rights Restoration Act of 1987, (102 Stat. 28.), "which restore[d] the broad scope of coverage and to clarify the application of title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and title VI of the Civil Rights Act of 1964.";
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prohibits discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting Department of Transportation guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP);
- Title VII of the Civil Rights Act of 1964, as amended, (42 U.S.C. § 2000e et seq., 78 Stat. 252), which prohibits discrimination in employment on basis of race, color, national origin, religion, or disability, as implemented by 29 CFR § 1601.1, et seq.
- The Recipient also agrees to comply with the FMCSA Standard Title VI/Non-Discrimination Assurances (DOT Order No. 1050.2A).

Section 22. Executive Order on Equal Opportunity Related to Contracts.

The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.

The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR part 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.

The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.

Section 23. Employment Policies.

The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR § 1607, and the Affirmative Action Guidelines, 29 CFR § 1608. The applicant/Recipient shall provide the AAP to FMCSA for inspection or copy upon request.

Section 24. Property.

a. General.

In general, title to equipment and supplies acquired by a Recipient with DOT funds vests in the Recipient upon acquisition, subject to the property management requirements of 2 CFR §§ 200.302(b)(4); 200.307(d); 200.310; 200.313; 200.316; and 200.344(4).

A Recipient that is a State, local, or Indian tribal governments, institutions of higher education, and non-profits agrees to comply with the property management standards detailed in 2 CFR §§ 200.312 and 200.313, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

b. Use of Project Property.

- i. The State Recipient agrees to use Project property for the purpose for which it was acquired under the period of performance of the Grant. State Recipients acknowledge that the FMCSA may ensure that the purpose of the grant is being satisfied. State Recipients acknowledge that FMCSA may request a copy of the State statute and procedures in determining whether a State is in compliance with its own State procedures, and to assist the FMCSA in determining the allocability, reasonableness, and allowability of costs.
- ii. The Non-State Recipient agrees to use Project property for

appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period, beginning on the effective date, and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Non-State Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

c. Maintenance.

The State Recipient agrees to maintain Project property in accordance with State law and procedures.

The Non-State Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

d. Records.

The State Recipient agrees to maintain property records in accordance with State law and procedures. The Non-State Recipient agrees to keep satisfactory property records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

e. Incidental Use.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

f. Encumbrance of Project Property.

- i. The State Recipient agrees to maintain satisfactory continuing control of Project property in accordance with State law and procedures. The State Recipient understands that an encumbrance of project property may not interfere with the purpose for which the equipment was purchased.
- ii. The Non-State Recipient agrees to maintain satisfactory continuing control of Project property as follows:

A. Written Transactions.

The Non-State Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subaward, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

B. Oral Transactions.

The Non-State Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

C. Other Actions.

The Non-State Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

D. The Non-State Recipient agrees that no use under this section will interfere with the purpose for which the equipment was purchased.

g. Transfer of Project Property.

- i.** The State Recipient agrees to transfer Project property in accordance with State law and procedures.
- ii.** The Non-State Recipient understands and agrees as follows:
 - A.** The Non-State Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2). Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will be considered program income and will be managed, expended, and reported per 2 CFR § 200.307.

B. Federal Government Direction.

The Non-State Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

h. Leasing Project Property to Another Party.

If the Non-State Recipient leases any Project property to another party, the Non-State Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Non-State Recipient and lessee, or another similar document.

Upon request by FMCSA, the Non-State Recipient agrees to provide a copy of any relevant documents. Any leasing or rental of equipment purchased by federal funds or state match/cost sharing, during the period of performance will be considered program income and will be managed, expended, and reported per 2 CFR § 200.307.

i. Disposition of Project Property.

- i. The State Recipient may use its own disposition procedures, provided that those procedures comply with the laws of that State.
- ii. The Non-State Recipient agrees to dispose of Project property as follows:
 - A. With prior FMCSA approval, the Non-State Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. §5334(h)(4). The Non-State Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.
 - B. Project Property with Expired Useful Life. When the useful life of Project property has expired, the Non-State Recipient agrees to comply with FMCSA's disposition requirements.
 - C. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:
 - D. Notification Requirement. The Non-State Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.
 - E. Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Non-State Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Non-State Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:
 1. **Equipment and Supplies.** The Non-State Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage.

2. **Real Property.** The Non-State Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 CFR part 24, or by straight line depreciation, whichever is greater.
3. **Exceptional Circumstances.** The Non-State Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Non-State Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Non-State Recipient with respect to the preservation of Project property withdrawn from appropriate use.

j. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or

Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

k. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

- i. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
- ii. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

l. Transportation of Hazardous Materials.

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 CFR part 173, in connection with the transportation of any hazardous materials.

m. Misused or Damaged Project Property.

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

n. Responsibilities after Project Closeout.

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in these Grant Provisions and Assurances, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 25. Davis-Bacon Act Requirements.

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. § 3145 and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 et seq.) regarding labor standards for federally-assisted construction sub-agreements.

Section 26. Environmental Requirements.

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Section 27. Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a Recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

a. Patent Rights.

If any invention, improvement, or discovery of the Recipient or any of its third-party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the

Recipient, third party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third-party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third-party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

- i. Except for its own internal use, the Recipient may neither publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.
- ii. As authorized by 2 CFR § 200.31S(b), FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
 - A. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and
 - B. Any rights of copyright to which a Recipient, Subrecipient, or a third-party contractor purchases ownership with Federal assistance.
- iii. When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development of a system, program, document, enforcement concept, or any other activity provided for in the terms of this grant, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless

FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, Subrecipient, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

- iv. Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.
- v. Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.
- vi. The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.
- vii. Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third-party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

- i. An acknowledgment of FMCSA support and a disclaimer must appear in any Recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement/subaward, dated (fill-in appropriate identification of grant/cooperative agreement);"

- ii. All Recipient publications must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed this

publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."

- iii. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 28. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. §§ 701 et seq.) and implementing regulations (49 CFR part 32), which require, in part, that Recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 29. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the effective date and at another interval thereafter for the life of the award. If in performance of a grant award requires Recipient organization personnel to have unsupervised physical access to a federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

Section 30. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, Subrecipient, or contractor under this Agreement, the Recipient shall provide and shall require its Subrecipients or contractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, Subrecipient, or subcontractor.

Section 31. Liability. The Recipient acknowledges it is responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement.

The Recipient acknowledges that FMCSA is not responsible for any act or omission of Recipient or Subrecipient, its officers, contractors, employees, or members, participants, agents, representatives, as appropriate, arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 32. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of the Grant Agreement or these Provisions and Assurances, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The Recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days' notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred by FMCSA before the termination date; to the extent those correctly accrued obligations cannot be cancelled.

However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, meet required match/cost sharing or maintenance of effort (MOE) levels, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since the effective date, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, failure to provide quarterly progress reports, or other such determination made by FMCSA. If FMCSA takes action to deobligate funds, a grant amendment/modification must be in place.

Section 33. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF-425, Federal Financial Report, a certification or summary of Project expenses, and third party audit reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA Federal funding due to cover accumulated expenses, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Project Closeout.

Project closeout, as defined in 2 CFR § 200.16, occurs when all required Project work and all administrative procedures described in 2 CFR § 200.343, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund amount. Project closeout shall not invalidate any continuing obligations imposed by allowable, allocable, and reasonable costs on the Recipient by this Agreement that supports the project plan(s) or by the FMCSA's final notification or acknowledgment, if it occurs within the period of performance.

Section 34. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 35. Entire Agreement and Amendments.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement.

Any modification not specifically permitted by this agreement requires an Amendment. These modifications may be made only in writing, signed by each party's authorized representative, and specifically referred to as an Amendment to this Agreement. Electronic signatures are binding. However, retroactive modifications to the project plan(s) or any aspects of the budget will not be approved.

Section 36. Use of Information Obtained.

Information obtained under this agreement may only be used by the Recipient to accomplish the project plan under this agreement.

Any information obtained or exchanged between FMCSA and the grant Recipient, to carry out each party's responsibility under this agreement and project plan, shall not be released by the Recipient to any third party without the written permission of FMCSA.

Recipient shall ensure that all its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 37. Miscellaneous Provisions.

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. Wild and Scenic Rivers Act of 1968.

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representation, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

Section 38. Laptop Encryption.

All laptops used by Recipients, Subrecipients, and contractors in carrying out the Recipient's project plan, which contain FMCSA-related data, including sensitive information and Personally Identifiable Information (PII), must be encrypted to the same standards utilized by FMCSA. The FMCSA encryption standards prescribe whole disk encryption (FOE), which requires software or hardware to encrypt all data on a disk, including the partition tables, whole physical disk, master boot record, and available files. FMCSA requires that each Recipient who utilizes FMCSA sensitive information or PII complete installation of FOE on all laptop computers as soon as practicable, but no later than thirty (30) days from the execution of this agreement and prior to using the laptop to access FMCSA data systems or store FMCSA related data.

Section 39. Adaptability to Climate Changes.

If the grant is to be used to place equipment or temporary facilities, modify structures, or to alter existing infrastructure, the recipient is required to assess the ability for the equipment, modifications, or alterations to withstand current and future climatic conditions, including potential changes in climatic conditions. The recipient shall use the best-available peer reviewed studies and science to determine the potential climatic conditions the equipment, modifications or alterations may experience over the life-cycle of the equipment, modification or alteration funded by the grant. The recipient can rely on existing Federal Highway Administration suggestions or guidelines for placing infrastructure, or on other federally-issued guidance on assessing potential impacts of climate change.

Section 40. Commercial Vehicle Information Systems and Networks (CVISN) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that Innovative Technology Deployment (ITO) activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and commercial motor vehicle information and systems Architectures and available standards and promote interoperability and efficiency to the extent practicable and required by law.

b. Interoperability.

For implementing ITO capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be - conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short-Range Communications.

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

Section 41. Federal Funding Accountability and Transparency Act.

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Public Law 109-282) requires for each Federal award of \$25,000 or more that OMB create a searchable, no cost, publicly accessible website(<http://usaspending.gov/>) that includes basic information about the recipient and the project being funded. The Government Funding Transparency Act of 2008 (Public Law 110-252) amended FFATA, requiring recipients to report certain information about themselves and their first tier Subrecipient awards obligated as of October 1, 2010. Prime grant recipients/awardees of new non-Recovery Act federally funded grants and cooperative agreements of \$25,000 or more awarded on or after October 1, 2010 are subject to FFATA reporting, sub-award reporting requirements and executive compensation reporting requirements as outlined in the Office of Management and Budgets guidance issued August 27, 2010. The prime awardee is required to file a FFATA sub-award report by the end of the month following the month in which the prime recipient awards any sub-grant greater than or equal to \$25,000.

Section 42. Executive Order 13513.

Executive Order 13513 (E.O. 13513) requires each Federal agency to encourage contractors, subcontractors, and grant and cooperative agreement recipients and subrecipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government Owned Vehicles, or while driving Personally Owned Vehicles when on official Government business or when performing any work for or on behalf of the Government. To further the requirement of encouraging such policies, the FMCSA encourages recipients to consider new rules and programs, reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach for employees about the risks associated with texting while driving. These initiatives should encourage voluntary compliance with the recipient agency's text messaging policy while off duty. For the purposes of these Grant Provisions and Assurances and pursuant to E.O. 13513, the following definitions apply:

"Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

"Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

Section 43. Certification.

The Recipient certifies that the statements it made in the grant application are true and correct, and Recipient understands that any false statements made as part of these certifications can be prosecuted.

The Grantee (which refers to the applicant's status after it has been awarded grant funds) shall comply with all applicable federal, state and local laws, ordinances, rules and regulations and provisions stated herein in the performance of the grant award.

1. Survival of Terms

The following clauses survive the expiration or cancellation of the award:

9. Liability; 10. Audits; 11. Government Data Practices; and 12. Publicity and Endorsement.

2. Financial and Administrative Provisions

The Grantee will comply with all program guidelines specified in the Grant Program Guidelines (Guidelines) and application which are incorporated herein by reference.

Budget Revisions: The Grantee will submit a written change request for any substitution of budget items or any deviation in accordance with the Guidelines included in this application. Grantees whose requests have been approved will be notified in writing by the State's Authorized Representative to the Grantee's Authorized Representative. Requests must be approved prior to any expenditure by the Grantee.

3. Payment Terms

Payment: The State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services in accordance with the Guidelines included in this application. Expenditures for each state fiscal year (July through June) of the grant agreement must be for services satisfactorily performed within applicable state fiscal years.

Under Minn. Stat. § 16B.98, subd. 1, the Grantee agrees to minimize administrative costs.

4. Time

The Grantee must comply with all the time requirements described in the application and grant agreement. In the performance of the award, time is of the essence.

5. Consideration and Payment

The State will pay for all services performed by the Grantee under the grant agreement as a reimbursement according to the breakdown of costs contained in the Guidelines and Grantee's application that will be incorporated into the grant agreement.

Under Minn. Stat. § 16B.98, subd. 7, payments to the Grantee may not be issued until the grant agreement is fully executed.

6. Conditions of Payment

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

7. Authorized Representative

The State's Authorized Representative or his/her successor, is so named in the grant agreement and has the responsibility to monitor the Grantee's performance and has the authority to accept the services provided under the grant agreement opportunity. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is so named in the grant agreement. If the Grantee's Authorized Representative changes at any time during the grant agreement, the Grantee must immediately notify the State.

8. Assignment, Amendments, Waiver, and Grant Agreement Complete

The Grantee may neither assign nor transfer any rights or obligations under the grant agreement without the prior consent of the State and a fully executed Amendment, executed and approved by the same parties who executed and approved the grant agreement, or their successors in office.

Any amendment to the grant 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 grant agreement, or their successors in office.

If the State fails to enforce any provision of the grant agreement, that failure does not waive the provision or its right to enforce it.

The grant agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding the grant agreement, whether written or oral, may be used to bind either party.

9. Liability

The Grantee and State agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of others and the results thereof. The Grantee's and State's liability will be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. § 3.736, and other applicable law.

10. Audits

Under Minn. Stat. § 16B.98, subd. 8, the books, records, documents, and accounting procedures and practices of the Grantee or other party that are relevant to the grant agreement or transaction are subject to examination by the State and/or the Legislative Auditor, as appropriate, for a minimum of six years from the grant agreement end date, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Federal audits shall be governed by requirements of federal regulations.

11. Government Data Practices

The Grantee and the State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by the State under the grant agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by the Grantee under the grant agreement. The Judicial Branch and its employees are bound by the Rules of Public Access to Records of the Judicial Branch. Both parties agree that neither shall be liable for any violation of any provision of the Minnesota Government Data Practices Act or the Rules of Public Access to Records of the Judicial Branch indirectly or directly arising out of, resulting from, or in any manner attributable to the actions of the other party.

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

12. Publicity and Endorsement

Any publicity regarding the subject matter of the grant agreement must be in accordance with the Guidelines included in this application. The Grantee must not claim that the State endorses its products or services.

13. Termination

Termination by the State. The State may cancel the grant agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

Termination for Insufficient Funding. The State may immediately terminate the grant agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services under the grant agreement. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State receiving that notice.

Termination for Failure to Comply. The State may cancel the grant agreement immediately if the State finds that there has been a failure to comply with the provisions of the grant award, that reasonable progress has not been made or that the purpose for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14. Other Provisions be it understood:

By filing of this application, the applicant has therefore obtained the necessary legal authority to apply for and receive the proposed grant;

- a. The filing of this application has been authorized by applicant's governing body, and the official who has applied his/her electronic signature to this application has been duly authorized to file this application for and on behalf of said applicant, and otherwise to act as the representative of the applicant in connection with this application;
- b. The activities and services for which assistance is sought under this grant will be administered by or under the supervision and control of applicant;
- c. Fiscal control and accounting procedures will be used to ensure proper disbursement of all funds awarded;

Agreement to Acknowledge the Terms and Conditions are Incorporated Into the Grant Agreement:

By submitting this application, I/we, William Gardner, Transportation Operations Manager, as an authorized Representative for MnDOT-OFCVO, the Applicant, acknowledge that I have read the Terms and Conditions in their entirety as stated within the Application materials and acknowledge that the Terms and Conditions will be incorporated into the Grant Agreement if funds are awarded to the Applicant under this Application. As authorized, if the Applicant is awarded funds under this Application, I will submit the required documents and certification on behalf of the Applicant Organization.

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Minnesota Department of Transportation

Organization Name

William Gardner, OFCVO Director

Name and Title of Official Signing for Organization

By: William D Gardner
Signature of Official

July 31, 2018

Date

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Federal Project Number: N/A

State Project Number (SP): 2007-41; 2710-47

Trunk Highway Number (TH): 57; 65

Project Identification: Mussel Relocation – TH 57 and Mussel Survey – TH 65 Bridge Projects

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

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **December 31, 2018**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 1150.
- 2.2 DNR will perform the duties and provide the deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnDOT will pay the DNR the following Lump Sum amounts:

S.P. 2007-41	\$ 3,000.00
S.P. 2710-47	\$24,000.00 (Level One Mussel Survey only)

- 3.2 DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DNR under this agreement will be **\$27,000.00**.

4 Conditions of Payment

- 4.1 All services provided by DNR under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.
- 4.3 DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered “received” within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT’s Consultant Services Section.

5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:
Debbie Anderson
Minnesota Department of Transportation
395 John Ireland Boulevard, Mail Stop 680

St. Paul, MN 55155

Telephone: 651-366-4625

E-Mail: debbie.k.anderson@state.mn.us

5.2 MnDOT's Project Manager will be:

Beth Brown

Minnesota Department of Transportation

395 John Ireland Boulevard, Mail Stop 620

St. Paul, MN 55155

Telephone: 651-366-4297

E-Mail: elizabeth.a.brown@state.mn.us

5.3 DNR's Authorized Representative will be:

Mike Davis

Minnesota Department of Natural Resources

2109 Lakeshore Drive South

Lake City, MN 55041

Telephone: 651-345-3331

E-Mail: mike.davis@state.mn.us

6 Amendments

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

7 Liability

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

8 Termination

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

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, DNR must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, DNR will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, DNR agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. DNR's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;

- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, DNR will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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MnDOT ENUMBRANCE VERIFICATION

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

Signed:

Date:

SWIFT Contract ID No. 146685

SWIFT Purchase Order ID No. 3000433656

DNR

Signed: 

Title: Director, Geological + Water Resources

Date: 8/22/18

MnDOT

(with delegated authority)

Signed:

Title:

Date:

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

Mussel Relocation Scope of Work – TH 57

Project Overview

During the project development process for Minnesota Department of Transportation (MnDOT) State Project 2007-41, the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the project to impact local mussel resources and, as a result, recommended that mussel relocation be completed to avoid impacts.

The relocation effort will be performed by the biologists from the DNR. The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area from which mussels are to be relocated (relocation site). The Project Manager must approve any changes to the relocation site limits suggested by the DNR relocation team or by the DNR's Endangered Species Coordinator.

Task

Mussel Relocation - The purpose of this task is to physically move all mussels within the area of potential impact to an alternative suitable habitat. The protocol to be followed is provided below.

Project Schedule

Mussel surveys and related activities may only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract and deliverables will be due by November 1, 2018.

Reporting

MnDOT will require a written report to be submitted following relocation completion. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

Methods

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

A. Mussel relocation methods:

I. Selection of a Recipient Site

1. Prior to the relocation, a DNR Level 1-type reconnaissance survey will be conducted to identify an area of suitable habitat at least 30 meters upstream of the upstream edge of the project impact zone. The recipient site should be similar in size to the project impact zone, and support a similar pre-existing mussel assemblage and mussel density to the project impact zone. The recipient site's substrate should not be greatly compacted such that relocated mussels will have difficulty burrowing into the substrate following relocation.
2. Mussel density within the recipient site after completion of the relocation should be no more than double the pre-existing mussel density, and should not exceed 50 individuals per square meter.
3. A downstream recipient site will be considered if no suitable upstream site can be found.

II. Relocation Methods

1. For the purpose of quality control, between 24 and 48 hours in advance of beginning the relocation project, 20 randomly selected mussels of various sizes and species per acre of project impact zone will be collected from within the impact zone, marked by placing a dot of superglue or tag on the shell, and randomly and widely returned to the impact zone substrate from the water surface.
2. The relocation will be conducted by systematically removing all mussels from the project impact zone to a depth of 10-15cm. The relocation effort will not be considered adequate until 90% (18 per acre) of the mussels marked for quality control purposes have been found. All mussels will be held in submerged mesh bags until relocated.
3. Upon completion of the removal of mussels, a final Level 1-type timed search will be conducted in the relocation site. If the final search yields more than two mussels, relocation will continue until fewer than two mussels are found during a 20 minute search.
4. Each relocated mussel will be identified to species and a tally of the total number of relocated individuals of each species will be maintained.
5. Each relocated specimen of an endangered or threatened species will be measured for length, aged by counting annual growth arrest lines, and marked with a slash line, dot of colored and rubberized superglue, or glued tag.
6. Presence of zebra mussels on any relocated native mussel will be noted. Zebra mussels will be removed from any specimen of an endangered or threatened species.
7. Additional relocation details will be determined in consultation with DNR staff and specified in the DNR project-specific approval. Any relocation involving federally listed species will require separate USFWS review and approval of methodology.

III. Placement of Mussels In Recipient Site

1. Specimens of endangered or threatened mussel species will be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Other species may be returned to the substrate from the water surface.

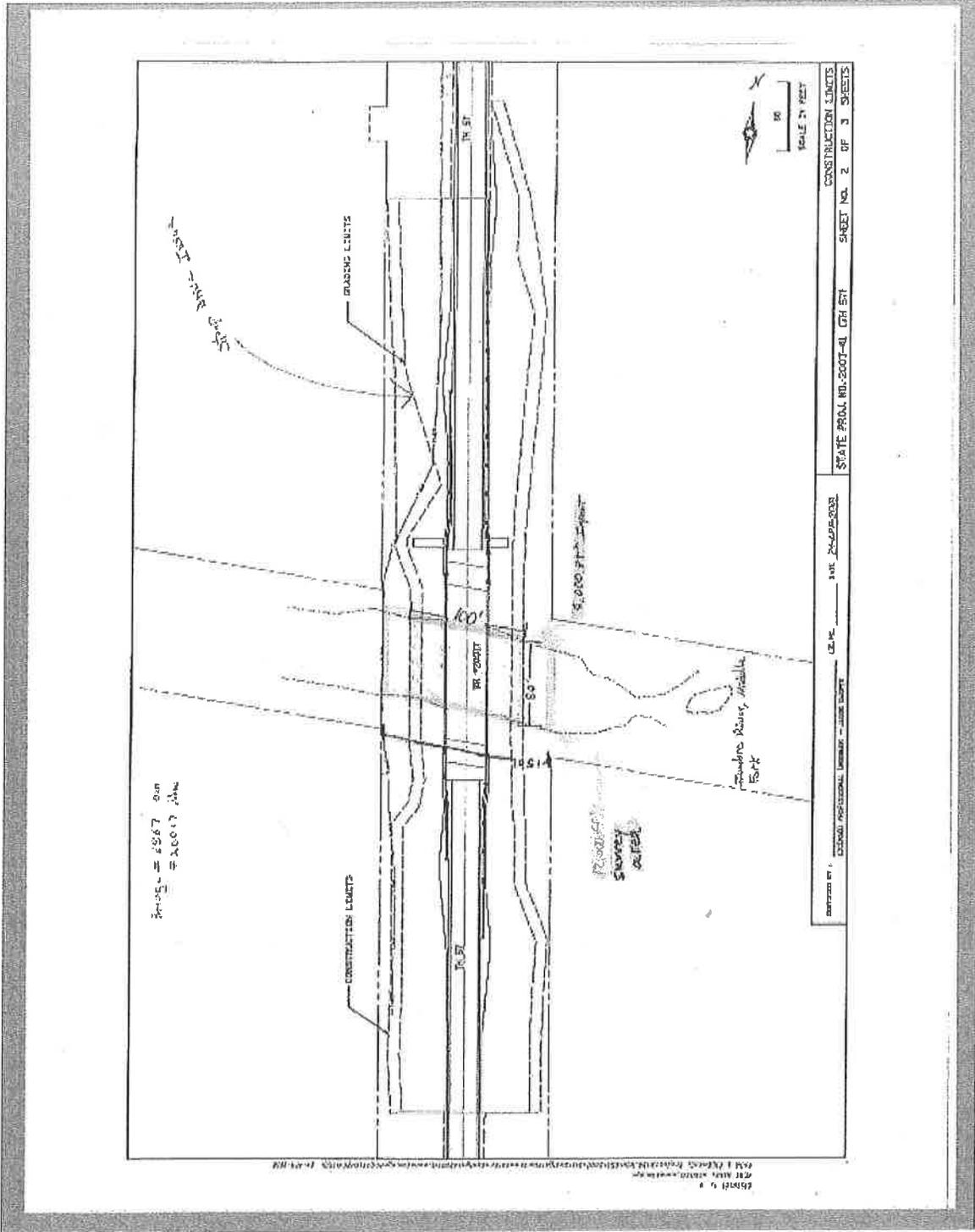
B. The mussel relocation report must include, at a minimum:

1. Map or aerial photo clearly identifying the relocation site
2. Map or aerial photo clearly identifying the recipient site
3. UTM coordinates (in NAD 83, Zone 15) of the corners of the recipient site
4. Methods used and results of determining mussel species and density present at the recipient site prior to the relocation
5. Number of specimens of each species relocated
6. The length and age estimate, and method of marking for each specimen of endangered or threatened species relocated
7. Any additional reporting requirements specified in the surveyor's permit or project-specific authorization

NOTE: If a federally listed mussel species is encountered during relocation, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

Deliverables

DNR will prepare a relocation report that includes the information described above. The report will be delivered via email in PDF format.



Mussel Survey Scope of Work – TH 65

Project Overview

During the project development process for Minnesota Department of Transportation (MnDOT) State Project 2710-47, the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the project to impact local mussel resources and, as a result, recommended that mussel surveys be completed to accurately assess the project's potential impacts.

The investigation will potentially consist of two phases, both of which will be performed by the biologists from the DNR.

The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area in which the mussel survey is to be performed. The Project Manager must approve any changes to the survey limits suggested by the DNR survey team or by the DNR's Endangered Species Coordinator.

Task 1.0

Level One Mussel Survey - The first phase of the survey will be to estimate mussel density as catch per unit effort and identify any protected species present. The protocol to be followed is provided below.

Task 2.0 - As Authorized Task

Level Two Mussel Survey - If more than one mussel/minute/diver or a listed species is collected and the DNR Endangered Species Coordinator recommends the need for further investigation, a Level Two Mussel Survey may be authorized.

Project Schedule

Mussel surveys and related activities may only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract and deliverables will be due by November 1, 2018.

Reporting

MnDOT will require a written report to be submitted following survey completion. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

LEVEL ONE MUSSEL SURVEY TO ESTIMATE MUSSEL DENSITY

Methods/Tasks 1.0

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

A. Level One Survey methods:

1. Conduct qualitative surveys at a frequency of at least one per every 20,000 square feet of project impact zone. Distribute surveys across the impact area, concentrating on areas with suitable mussel habitat, especially shorelines and drop-offs. Without compromising the safety of the surveyor, Level One Surveys should leave no more than 100 feet between the edges of any two adjacent survey areas

or between the edge of a survey area and the edge of the project impact zone. If more than one mussel/minute or a listed species is collected, a Level Two Survey may be required.

2. Each qualitative survey will be of 20 minutes in duration. Searches will be conducted by feel, wading in shallow water and using SCUBA in deeper water, methodically covering the survey area. All mussels found will be identified to species with one example of each species found within a survey photographed. All mussels handled will be returned to the substrate. Specimens of live endangered or threatened mussels must be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Where the substrate is very compacted cobble, a hole just large enough to receive the animal to a depth of $\frac{3}{4}$ of its length should be excavated and the mussel placed into it with the posterior end (siphons) up. Other species may be returned to the substrate from the water surface.
3. The Level One survey will include a shoreline search for evidence of mussel presence as indicated by recently dead shells.

NOTE: If a federally listed mussel species is encountered during a Level I Survey, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

B. Level One Survey report must include, at a minimum:

1. Detailed description of methods used
2. Map or aerial photo clearly identifying the location of each survey area
3. Composition of substrate, depth, and other physical conditions within each survey area
4. List of live and dead mussel species found within each survey area
5. Total number of mussels encountered per minute within each survey area
6. One photograph of each state-listed species found within each survey area
7. Species and number of any recently dead shells found during shoreline search

Deliverables

The DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

LEVEL TWO MUSSEL SURVEY TO ESTIMATE THE NUMBER OF EACH SPECIES OF MUSSEL PRESENT (IF IT IS DETERMINED THAT A LEVEL TWO MUSSEL SURVEY IS REQUIRED, THE METHODS AND TASKS IDENTIFIED BELOW WILL BE FOLLOWED, THE CONTRACT WILL BE AMENDED, AND THE COMPENSATION WILL BE ADJUSTED ACCORDINGLY)

Methods/Tasks 2.0

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

A. Level Two Survey Methods:

1. A systematic grid measuring no greater than 20m x 20m will be used to locate quadrat sample locations throughout the portion of the project impact zone in which the Level I Survey encountered mussels at a rate of at least one mussel per minute. At each grid intersect, a $\frac{1}{4}$ m² total substrate quadrat sample will be collected from within a quadrat equipped with a $\frac{1}{4}$ inch mesh bag.
2. All mussels and substrate will be removed to a depth of 10-15cm, placed into the bag, and brought to the surface. All mussels found will be identified to species, measured for length, and aged by counting annual growth arrest lines. This information and the UTM coordinates will be recorded for

each quadrat. All mussels handled will be kept cool and out of the sun as much as possible and finally released in suitable habitat at least 100 ft. upstream of the area of the project impact zone. At least one photograph will be taken of each state listed species found within a quadrat.

3. The total number of quadrats sampled will be determined in consultation with DNR personnel based on the spatial scale of the site and information generated by the Level I Survey.

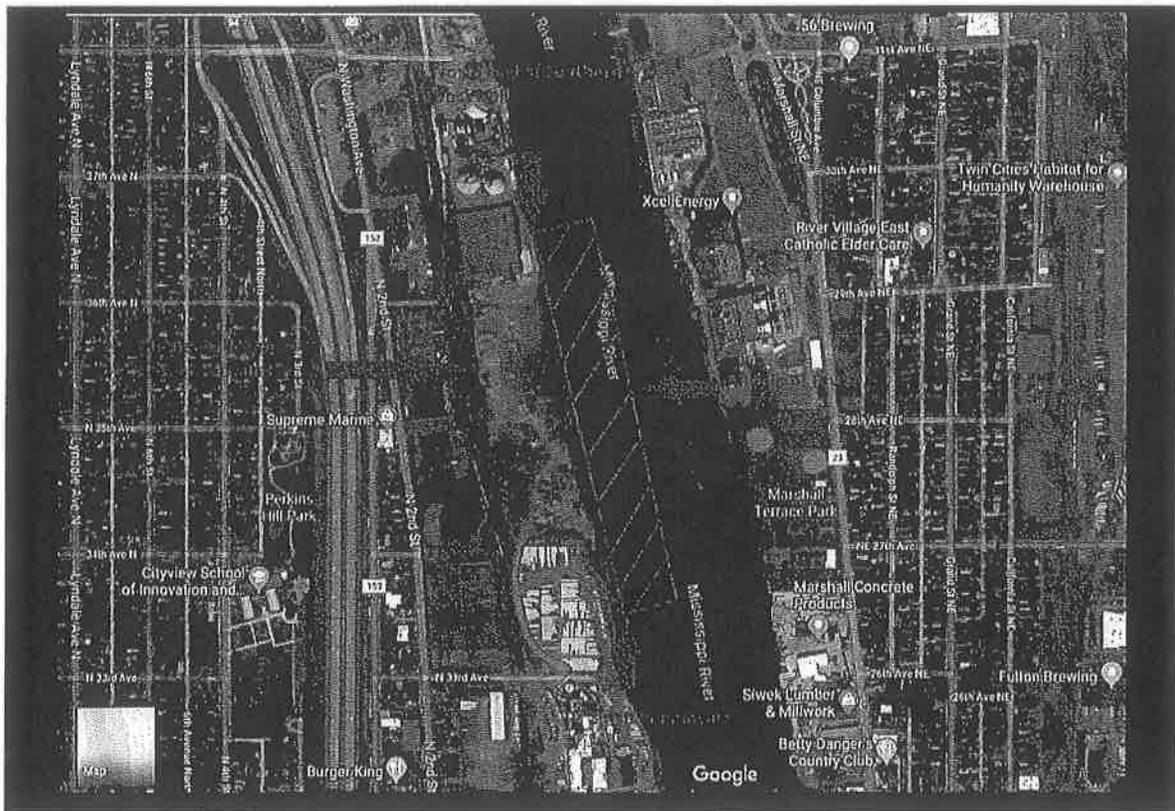
NOTE: If a federally listed mussel species is encountered during a Level II Survey, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

B. Level Two Survey report must include, at a minimum:

1. Detailed description of methods used
2. Map or aerial photo clearly identifying the location/UTM coordinates of each quadrat
3. Composition of substrate, depth, and other physical conditions within each quadrat
4. Number of specimens of live and dead mussel of each species found within each quadrat
5. One photograph of each state listed species found within a quadrat
6. Length and age frequencies for each species present, summarized across all quadrats

Deliverables

DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.



INVOICE NO. _____
Estimated Completion: _____ %
Final Invoice? Yes No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract No. 1031813
Contract Expiration Date: December 31, 2018
SP Number: 2007-41; 2710-47 TH Number: 57; 65

Billing Period: From _____ to _____
Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
SP 2007-41 – TH 57 Lump Sum Amount	\$3,000.00			
SP 2710-47 – TH 65 Lump Sum Amount	\$24,000.00			
Net Earnings Totals:	\$27,000.00			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1150			
Total**			

**Must Match Net Earnings Totals Above

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

Contractor:
Minnesota Department of Natural Resources

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

AMENDMENT NO. 1 TO MnDOT CONTRACT NO. 1031813

Contract Start Date: 8/27/18	Original Contract Amount:	\$ 27,000.00
Original Contract Expiration Date: 12/31/18	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date: 12/31/18	Current Amendment Amount:	\$ 0.00
New Contract Expiration Date: 1/15/20	Total Amended Contract Amount:	\$ 27,000.00

Federal Project Number: N/A

State Project Number (SP): 2007-41; 2710-47

Trunk Highway Number (TH): 57; 65

Project Identification: Mussel Relocation – TH 57 and Mussel Survey – TH 65 Bridge Projects

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

RECITALS

1. MnDOT has a contract with the DNR identified as MnDOT Contract Number 1031813 (“Original Contract”). During the project development process for MnDOT, SP 2007-41, the DNR indicated there is potential for the project to impact local mussel resources, and as a result, recommended that mussel relocation be completed to avoid impacts.
2. Environmental factors (high water levels, fast currents, etc.) created unsafe work conditions during the 2018 field season that prevented the SP 2710-47 (TH 65) mussel survey from being completed within the timeframe of the original contract. It is necessary to amend the contract for additional time to allow more opportunity for the survey to be completed (weather permitting).
3. MnDOT and the DNR are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck-out~~ and the added contract terms will be **bolded** and underlined.

REVISION 1. Subarticles 1.2 and 1.3 are amended as follows:

1.2 **Expiration Date:** This agreement will expire on ~~December 31, 2018~~ **January 15, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Exhibits:** Exhibits ~~A and B~~ **A-1 and B-1** are attached and incorporated into this agreement.

REVISION 2. Subarticle 2.2 is amended as follows:

2.2 DNR will perform the duties and provide the deliverables described in Exhibit ~~A~~ **A-1**.

REVISION 3. Subarticle 3.2 is amended as follows:

3.2 DNR must submit invoices electronically for payment, using the format set forth in Exhibit ~~B~~ **B-1**.

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

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MnDOT ENCUMBRANCE VERIFICATION

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

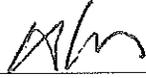
Signed:

Date:

SWIFT Contract ID No. 146685

SWIFT Purchase Order ID No. 3000433656

DNR

Signed:  Steve Colvin

Title: Director, Ecological + Water Resources

Date: 1/28/17

MnDOT

(with delegated authority)

Signed:

Title:

Date:

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

Mussel Relocation Scope of Work – TH 57

Project Overview

During the project development process for Minnesota Department of Transportation (MnDOT) State Project 2007-41, the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the project to impact local mussel resources and, as a result, recommended that mussel relocation be completed to avoid impacts.

The relocation effort will be performed by the biologists from the DNR. The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area from which mussels are to be relocated (relocation site). The Project Manager must approve any changes to the relocation site limits suggested by the DNR relocation team or by the DNR's Endangered Species Coordinator.

Task

Mussel Relocation - The purpose of this task is to physically move all mussels within the area of potential impact to an alternative suitable habitat. The protocol to be followed is provided below.

Project Schedule

Mussel surveys and related activities may only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract and deliverables will be due by November 1, 2018.

Reporting

MnDOT will require a written report to be submitted following relocation completion. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

Methods

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

A. Mussel relocation methods:

I. Selection of a Recipient Site

1. Prior to the relocation, a DNR Level 1-type reconnaissance survey will be conducted to identify an area of suitable habitat at least 30 meters upstream of the upstream edge of the project impact zone. The recipient site should be similar in size to the project impact zone, and support a similar pre-existing mussel assemblage and mussel density to the project impact zone. The recipient site's substrate should not be greatly compacted such that relocated mussels will have difficulty burrowing into the substrate following relocation.
2. Mussel density within the recipient site after completion of the relocation should be no more than double the pre-existing mussel density, and should not exceed 50 individuals per square meter.
3. A downstream recipient site will be considered if no suitable upstream site can be found.

II. Relocation Methods

1. For the purpose of quality control, between 24 and 48 hours in advance of beginning the relocation project, 20 randomly selected mussels of various sizes and species per acre of project impact zone will be collected from within the impact zone, marked by placing a dot of superglue or tag on the shell, and randomly and widely returned to the impact zone substrate from the water surface.
2. The relocation will be conducted by systematically removing all mussels from the project impact zone to a depth of 10-15cm. The relocation effort will not be considered adequate until 90% (18 per acre) of the mussels marked for quality control purposes have been found. All mussels will be held in submerged mesh bags until relocated.
3. Upon completion of the removal of mussels, a final Level 1-type timed search will be conducted in the relocation site. If the final search yields more than two mussels, relocation will continue until fewer than two mussels are found during a 20 minute search.
4. Each relocated mussel will be identified to species and a tally of the total number of relocated individuals of each species will be maintained.
5. Each relocated specimen of an endangered or threatened species will be measured for length, aged by counting annual growth arrest lines, and marked with a slash line, dot of colored and rubberized superglue, or glued tag.
6. Presence of zebra mussels on any relocated native mussel will be noted. Zebra mussels will be removed from any specimen of an endangered or threatened species.
7. Additional relocation details will be determined in consultation with DNR staff and specified in the DNR project-specific approval. Any relocation involving federally listed species will require separate USFWS review and approval of methodology.

III. Placement of Mussels In Recipient Site

1. Specimens of endangered or threatened mussel species will be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Other species may be returned to the substrate from the water surface.

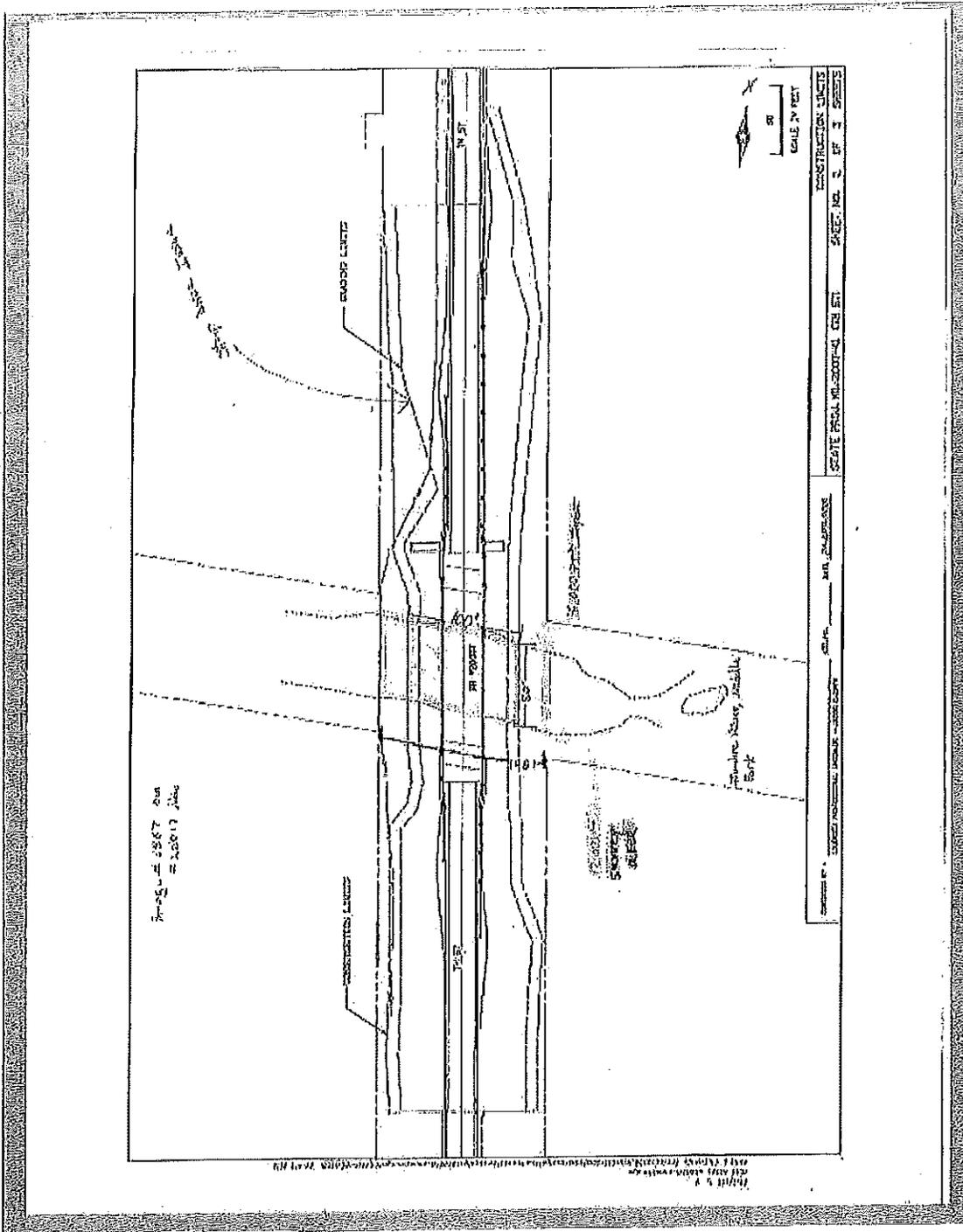
B. The mussel relocation report must include, at a minimum:

1. Map or aerial photo clearly identifying the relocation site
2. Map or aerial photo clearly identifying the recipient site
3. UTM coordinates (in NAD 83, Zone 15) of the corners of the recipient site
4. Methods used and results of determining mussel species and density present at the recipient site prior to the relocation
5. Number of specimens of each species relocated
6. The length and age estimate, and method of marking for each specimen of endangered or threatened species relocated
7. Any additional reporting requirements specified in the surveyor's permit or project-specific authorization

NOTE: If a federally listed mussel species is encountered during relocation, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

Deliverables

DNR will prepare a relocation report that includes the information described above. The report will be delivered via email in PDF format.



Mussel Survey Scope of Work – TH 65

Project Overview

During the project development process for Minnesota Department of Transportation (MnDOT) State Project 2710-47, the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the project to impact local mussel resources and, as a result, recommended that mussel surveys be completed to accurately assess the project's potential impacts.

The investigation will potentially consist of two phases, both of which will be performed by the biologists from the DNR.

The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area in which the mussel survey is to be performed. The Project Manager must approve any changes to the survey limits suggested by the DNR survey team or by the DNR's Endangered Species Coordinator.

Task 1.0

Level One Mussel Survey - The first phase of the survey will be to estimate mussel density as catch per unit effort and identify any protected species present. The protocol to be followed is provided below.

Task 2.0 - As Authorized Task

Level Two Mussel Survey - If more than one mussel/minute/diver or a listed species is collected and the DNR Endangered Species Coordinator recommends the need for further investigation, a Level Two Mussel Survey may be authorized.

Project Schedule

Mussel surveys and related activities may only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract and deliverables will be due by November 1, 2018.

Reporting

MnDOT will require a written report to be submitted following survey completion. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

LEVEL ONE MUSSEL SURVEY TO ESTIMATE MUSSEL DENSITY

Methods/Tasks 1.0

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

A. Level One Survey methods:

1. Conduct qualitative surveys at a frequency of at least one per every 20,000 square feet of project impact zone. Distribute surveys across the impact area, concentrating on areas with suitable mussel habitat, especially shorelines and drop-offs. Without compromising the safety of the surveyor, Level One Surveys should leave no more than 100 feet between the edges of any two adjacent survey areas

or between the edge of a survey area and the edge of the project impact zone. If more than one mussel/minute or a listed species is collected, a Level Two Survey may be required.

2. Each qualitative survey will be of 20 minutes in duration. Searches will be conducted by feel, wading in shallow water and using SCUBA in deeper water, methodically covering the survey area. All mussels found will be identified to species with one example of each species found within a survey photographed. All mussels handled will be returned to the substrate. Specimens of live endangered or threatened mussels must be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Where the substrate is very compacted cobble, a hole just large enough to receive the animal to a depth of $\frac{3}{4}$ of its length should be excavated and the mussel placed into it with the posterior end (siphons) up. Other species may be returned to the substrate from the water surface.
3. The Level One survey will include a shoreline search for evidence of mussel presence as indicated by recently dead shells.

NOTE: If a federally listed mussel species is encountered during a Level I Survey, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

B. Level One Survey report must include, at a minimum:

1. Detailed description of methods used
2. Map or aerial photo clearly identifying the location of each survey area
3. Composition of substrate, depth, and other physical conditions within each survey area
4. List of live and dead mussel species found within each survey area
5. Total number of mussels encountered per minute within each survey area
6. One photograph of each state-listed species found within each survey area
7. Species and number of any recently dead shells found during shoreline search

Deliverables

The DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

LEVEL TWO MUSSEL SURVEY TO ESTIMATE THE NUMBER OF EACH SPECIES OF MUSSEL PRESENT (IF IT IS DETERMINED THAT A LEVEL TWO MUSSEL SURVEY IS REQUIRED, THE METHODS AND TASKS IDENTIFIED BELOW WILL BE FOLLOWED, THE CONTRACT WILL BE AMENDED, AND THE COMPENSATION WILL BE ADJUSTED ACCORDINGLY)

Methods/Tasks 2.0

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

A. Level Two Survey Methods:

1. A systematic grid measuring no greater than 20m x 20m will be used to locate quadrat sample locations throughout the portion of the project impact zone in which the Level I Survey encountered mussels at a rate of at least one mussel per minute. At each grid intersect, a $\frac{1}{4}$ m² total substrate quadrat sample will be collected from within a quadrat equipped with a $\frac{1}{4}$ inch mesh bag.
2. All mussels and substrate will be removed to a depth of 10-15cm, placed into the bag, and brought to the surface. All mussels found will be identified to species, measured for length, and aged by counting annual growth arrest lines. This information and the UTM coordinates will be recorded for

each quadrat. All mussels handled will be kept cool and out of the sun as much as possible and finally released in suitable habitat at least 100 ft. upstream of the area of the project impact zone. At least one photograph will be taken of each state listed species found within a quadrat.

3. The total number of quadrats sampled will be determined in consultation with DNR personnel based on the spatial scale of the site and information generated by the Level 1 Survey.

NOTE: If a federally listed mussel species is encountered during a Level II Survey, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

B. Level Two Survey report must include, at a minimum:

1. Detailed description of methods used
2. Map or aerial photo clearly identifying the location/UTM coordinates of each quadrat
3. Composition of substrate, depth, and other physical conditions within each quadrat
4. Number of specimens of live and dead mussel of each species found within each quadrat
5. One photograph of each state listed species found within a quadrat
6. Length and age frequencies for each species present, summarized across all quadrats

Deliverables

DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.



Amendment 1:

- New deliverable date of July 31, 2019 for SP 2710-47 (TH 65) survey on the Mississippi River.
- New contract expiration of January 15, 2020.
- Inclusion of the following language to provide the DNR with some flexibility should the river conditions again be unfavorable in the Spring of 2019:
 - If unsafe working conditions prevent deliverables from being submitted by the above mentioned dates, deliverables will be due as soon as possible after safe conditions have been established, contingent upon receiving notice from MnDOT's Project Manager to proceed with surveys as planned.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

INVOICE NO. _____
 Estimated Completion: _____ %
 Final Invoice? Yes No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract No. 1031813
 Contract Expiration Date: January 15, 2020
 SP Number: 2007-41; 2710-47 TH Number: 57; 65

Billing Period: From _____ to _____
 Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
SP 2007-41 – TH 57 Lump Sum Amount	\$3,000.00			
SP 2710-47 – TH 65 Lump Sum Amount	\$24,000.00			
Net Earnings Totals:	\$27,000.00			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1150			
Total**			

**Must Match Net Earnings Totals Above

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

Contractor:
Minnesota Department of Natural Resources

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



MAD Project Number: 2019-040
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of TransportationMAD Contact: Lisa Anderson

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

Agency:	Fiscal Year: 2019	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$299,960.00	Amount of Contract First FY: \$299,960.00	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr: T79P301	Appr:	Appr:
Fin Dept ID: T7946716	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$299,960.00	Amount:	Amount:

PROJECT: T9Y948 SOURCE: 6244
 Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: 6/30/2019

Contract: 147014
 Number/Date/Entry Initials

Order: 3000434466
 Number/Date/Signatures

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

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

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

2. Contacts:

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

Management Analysis and Development: Lisa Anderson Requesting Agency: Kathryn Caskey

3. Consideration and Terms of Payment:

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

Up to 2,124 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$2,600.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed \$299,960.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <i>Renda E Rappa</i> Title: <i>Business Manager</i> Date: <i>Aug 24, 2018</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By: <i>Sue Buhl</i> Title: <i>Sue Buhl</i> Date: <i>2018.08.28 13:41:05 -05'00'</i>	By: Title: Date:



Proposal

Minnesota Department of Transportation—Advancing
Transportation Equity Initiative
August 24, 2018

Proposal prepared by:

Lisa Anderson
651-259-3824

Lisa.Anderson@state.mn.us

Mariyam Naadha
651-259-3806

Mariyam.Naadha@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

In 2017, the Minnesota Department of Transportation (MnDOT) updated its 20-year Statewide Multimodal Transportation Plan¹ to include, among other things, “study how transportation affects equity and identify transportation strategies that will meaningfully reduce disparities.”

In 2018, MnDOT, with consultation from Management Analysis and Development (MAD), piloted an assessment to understand how the transportation system, services and decisions-making processes help or hinder the lives of people in underserved and underrepresented communities in Minnesota. The ongoing pilot was in MnDOT’s District 2 (report pending) and was modeled after the MnDOT’s Manufacturers’ Perspectives projects. It includes a broad range of transportation topics and has yielded insightful information about challenges people face throughout the region. Preliminary findings show that factors such as geography; demographic background of the population; and access to housing, transit, medical, and other services are interrelated, and either impact, or are impacted by, transportation.²

MnDOT has asked MAD to continue the Advancing Transportation Equity Initiative. MAD would work with MnDOT to conduct, analyze, and report on interviews with organizations that work with key communities identified in the MnDOT District 2 Equity Pilot and others as they apply to different districts. MAD would also provide guidance to MnDOT on using information gleaned from interviews. MnDOT aims to work in three districts in Fiscal Year 2019, though progress will depend on timing and capacity.

Products

This is a project about advancing equity. As such, MAD will develop an inclusive, participatory data collection process to inform transportation equity in Minnesota. MAD anticipates working with three districts during Fiscal Year 2019, depending on district availability, capacity, and interest. For each district, MAD deliverables from this process will include:

- Interviewer training sessions
- Data collection tool(s)
- Lists of people or organizations to contact for interview
- Database of information from interviews and other potential data collection efforts
- Summary reports of findings and recommendations
- Implementation planning meeting
- Presentation of findings and recommendations

¹ Report and supplementary materials available at <https://www.dot.state.mn.us/minnesotago/SMTP.html>.

² These are high-level preliminary findings from the interviews completed to date and are subject to change.

Activities, Timeline, and Project Costs

The overall timeline for the project would be September 4, 2018 (or when the interagency agreement is signed) through June 30, 2019. If the interagency agreement is not signed by September 10, 2018 or MnDOT is not ready to begin work in a given district at the agreed-upon time, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours ³
<p>Develop and manage a project plan: This may include periodic meetings with the client and project team, ongoing project partner coordination. Developing a project that is inclusive may require an iterative or phased approach to ensure MnDOT gets input from a wide variety of perspectives.</p>	150
<p>Data tool development and preparation: With input from the project team and possibly select community partners, MAD will modify existing tool for data collection. MAD assumes tool development will be an inclusive, participatory process that seeks input from several people, including some outside state government. MAD will also lead one or more interviewer training exercises for MnDOT staff and potential community partners.</p>	165
<p>Identify and recruit interviewees: MAD will conduct a demographic analysis of each district. With input and assistance from the project team and possibly community partners, MAD will develop of a list of potential interviewees and coordinate the scheduling and logistics for data collection, including contact with potential interviewees. Recruitment also includes communication materials needed to help potential partners or respondents understand the project and its intent.</p>	255
<p>Collect, document and analyze data: MAD will collect documentation from interviews and group processes. MAD will also attend interviews and group discussions as needed. For interviews or events where MAD is present, MAD will create the documentation. MAD will analyze data and present themes to the project team.</p>	405
<p>Create final deliverables and present findings and recommendations: MAD will develop a report of study findings and recommendations, including specific, actionable next steps for MnDOT and partners to take in order to advance equity. This may include sections or background information to explain the complexity behind various transportation equity topics or contributions from partner organizations. Other possible deliverables include a project one-pager, results highlights, and personal stories or case studies. MAD will present findings and recommendations to MnDOT staff and may participate in other presentations at the request of the client.</p>	450

³ Based on actual hours used for the MnDOT District 2 Equity Pilot.

Activities	Hours ³
Project wrap-up: MAD will facilitate an implementation planning meeting with MnDOT and others to review themes from the findings and identify next steps. This will include development of agendas, facilitation guides, planning materials, and documentation of the meeting. MAD will also initiate a conversation with the client, including others as appropriate, to discuss each district project, including lessons learned and ways to improve.	230
Additional consultation: MAD will provide the client with additional consultation as needed. Potential activities include analyzing and summarizing conversations with tribes, coordination among projects, database development, and additional analyses and syntheses at the request of the client.	145
Subtotal	1800
Project management, including client communication (18%)	324
Estimated expenses: Travel with lodging, mileage and rental car costs	2600
Total hours	2124
Total costs: (2124 hours times \$140, plus \$2600 in expenses)	\$ 299,960

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 Kathryn Caskey, Transportation Policy Planning Director. The MAD project leads would be Lisa Anderson and Mariyam Naadha; other MAD consultants would also provide services to the client.

Client Responsibilities

For each district, MnDOT will assign a MnDOT project team, which will work with MAD to design and carry out the project activities, including identification of potential populations of interest and assistance with the logistics of engaging community partners. MnDOT will also ensure staff availability to collect data and help MAD make meaning from the findings.

The client would submit a copy of the final report to the Legislative Reference Library at the close of the project.

Data Practices

Minnesota Statutes Chapter 13.64 allows MAD to keep data on individuals private. MAD will work to with the client to determine data ownership and ensure the use of the appropriate data practices. All final written reports would be public.

Billing and Cost Calculations

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

**AMENDMENT to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2019-040**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-040 (Contract: 147014, Order: 30000434466)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2019~~ June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renee E. Rappaport</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>April 3, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date: 147014 / 3000434466	Date:

AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-040

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-040 (Contract: 147014, Order: 3000434466)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **1, 3 and 5** of the contract shall be amended to read:

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, in addition the Division will provide the services as identified in Exhibit A, which is also incorporated and made part of this agreement.

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 ~~2,124~~ 4,195 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to ~~\$2,600.00~~ \$4,100.00 for travel expenses incurred. The total amount the Division will invoice under this agreement shall not exceed ~~\$299,960.00~~ \$591,400.00.

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

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

5. Effective Dates:

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~June 30, 2029~~ December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Randa E Rappaport</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>July 17, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

Proposal

Minnesota Department of Transportation—Advancing Transportation Equity 2020-2021 July 1, 2019

Proposal prepared by:

Mariyam Naadha

651-259-3806

Mariyam.Naadha@state.mn.us

Lisa Anderson

651-259-3824

Lisa.Anderson@state.mn.us

Jake Granholm

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Jacob.Granholm@state.mn.us

Matt Kane

651-259-3809

Matt.Kane@state.mn.us

Abra Pollock

651-259-3814

Abra.Pollock@state.mn.us

Charlie Sellew

651-259-3815

Charlie.Sellew@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

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Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

In 2017, the Minnesota Department of Transportation (MnDOT) updated its 20-year Statewide Multimodal Transportation Plan¹ to include, among other things, “study how transportation affects equity and identify transportation strategies that will meaningfully reduce disparities.”

In 2018, MnDOT, with consultation from Management Analysis and Development (MAD), piloted an assessment to understand how the transportation system, services and decisions-making processes help or hinder the lives of people in underserved and underrepresented communities in MnDOT’s District 2.² The pilot was modeled after the MnDOT’s Manufacturers’ Perspectives projects and included a broad range of transportation topics and has yielded insightful information about challenges people face throughout the region. Subsequent assessments are underway in MnDOT Districts 4, 6, and 8. Findings in District 2 and preliminary findings indicate that factors such as geography; demographic background of the population; and access to housing, transit, medical, and other services are interrelated and either impact, or are impacted by, transportation.³

MnDOT has asked MAD to continue the Advancing Transportation Equity Initiative. MAD would work with MnDOT to conduct, analyze, and report on interviews with organizations that work with key communities identified through demographic analysis. MAD would also provide guidance to MnDOT on using information gleaned from interviews. MnDOT aims to work in three districts beginning in Fiscal Year 2020, though progress will depend on timing and capacity.

Products

This is a project about advancing equity. As such, MAD will develop an inclusive, participatory data collection process to inform transportation equity in Minnesota. MAD anticipates working with three districts, depending on district availability and capacity. For each district, MAD deliverables from this process will include:

- Interviewer training sessions
- Data collection tool(s)
- Lists of people or organizations to contact for interview
- Database of information from interviews and other potential data collection efforts
- Summary reports of findings and recommendations
- Implementation planning meeting
- Presentation of findings and recommendations

¹ Report and supplementary materials available at <https://www.dot.state.mn.us/minnesotago/SMTP.html>.

² <https://www.dot.state.mn.us/planning/program/advancing-transportation-equity/pdf/ATEd2report.pdf>

³ These are high-level preliminary findings from the interviews completed to date and are subject to change.

Activities, Timeline, and Project Costs

The overall timeline for the project would be July 1, 2019 (or when the interagency agreement is signed) through December 31, 2020. If the interagency agreement is not signed by August 1, 2019 or MnDOT is not ready to begin work in a given district at the agreed-upon time, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours ⁴
<p>Develop and manage a project plan: This may include periodic meetings with the client and project team, ongoing project partner coordination. Developing a project that is inclusive may require an iterative or phased approach to ensure MnDOT gets input from a wide variety of perspectives.</p>	150
<p>Data tool development and preparation: With input from the project team and possibly select community partners, MAD will modify existing tool for data collection. MAD assumes tool development will be an inclusive, participatory process that seeks input from several people, including some outside state government. MAD will also lead one or more interviewer training exercises for MnDOT staff and potential community partners.</p>	165
<p>Identify and recruit interviewees: MAD will conduct a demographic analysis of each district. With input and assistance from the project team and possibly community partners, MAD will develop of a list of potential interviewees and coordinate the scheduling and logistics for data collection, including contact with potential interviewees. Recruitment also includes communication materials needed to help potential partners or respondents understand the project and its intent.</p>	255
<p>Collect, document and analyze data: MAD will collect documentation from interviews and group processes. MAD will also attend interviews and group discussions as needed. For interviews or events where MAD is present, MAD will create the documentation. MAD will analyze data and present themes to the project team.</p>	405

⁴ Based on actual hours used for the MnDOT District 2 Equity Pilot.

Activities	Hours ⁴
Create final deliverables and present findings and recommendations: MAD will develop a report of study findings and recommendations, including specific, actionable next steps for MnDOT and partners to take in order to advance equity. This may include sections or background information to explain the complexity behind various transportation equity topics or contributions from partner organizations. Other possible deliverables include a project one-pager, results highlights, and personal stories or case studies. MAD will present findings and recommendations to MnDOT staff and may participate in other presentations at the request of the client.	450
Activities	Hours ³
Project wrap-up: MAD will facilitate an implementation planning meeting with MnDOT and others to review themes from the findings and identify next steps. This will include development of agendas, facilitation guides, planning materials, and documentation of the meeting. MAD will also initiate a conversation with the client, including others as appropriate, to discuss each district project, including lessons learned and ways to improve.	230
Additional consultation: MAD will provide the client with additional consultation as needed. Potential activities include coordination among projects, database development, and additional analyses and syntheses at the request of the client.	100
Subtotal	1755
Project management, including client communication (18%)	316
Estimated expenses: Travel with lodging, mileage and rental car costs	1500
Total hours	2071
Total costs: (2071 hours times \$140, plus \$1500 in expenses)	\$ 291, 440

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 Hally Turner. The MAD project lead would be Mariyam Naadha; other MAD consultants would also provide services to the client.

Client Responsibilities

For each district, MnDOT will assign a MnDOT project team, which will work with MAD to design and carry out the project activities, including identification of potential populations of interest and assistance with the logistics of engaging community partners. MnDOT will also ensure staff availability to collect data and help MAD make meaning from the findings.

The client would submit a copy of the final report to the Legislative Reference Library at the close of the project.

Data Practices

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.

**AMENDMENT #3 to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2019-040**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-040 (Contract: 147014, Order: 30000434466)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **5** of the contract shall be amended to read:

5. Effective Dates:

This agreement is effective September 4, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2020~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. MnDOT CONTRACT MANAGEMENT	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

	Grant Agreement	Page 1 of 2
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Minnesota Department of Public Safety ("State") Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55105-5150	Grant Program: 2019 National Highway Traffic Safety Administration (NHTSA): Toward Zero Deaths (TZD) Conference Project No.: 19-06-06 Grant Agreement No.: A-CONFR19-2019-MNDOT-002
Grantee: Minnesota Department of Transportation Office of Traffic, Safety and Technology 395 John Ireland Blvd St Paul, MN 55155	Grant Agreement Term: Effective Date: October 1, 2018 Expiration Date: September 30, 2019
Grantee's Authorized Representative: Ronald Bisek, Contract Administrator Department of Transportation 1500 W. County Road B2, MS 725 Roseville, MN 55113 (651) 234-7057 Ron.bisek@state.mn.us	Grant Agreement Amount: Original Agreement \$ 202,000.00 Matching Requirement \$ 0.00
State's Authorized Representative: Terri Pieper, Grant Coordinator 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150 Phone: (651) 201-7073 Email: Terri.Pieper@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X9204020MN18 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2019 NHTSA: Toward Zero Deaths (TZD) Conference application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, St. Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2019 NHTSA: Toward Zero Deaths (TZD) Conference Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

	Grant Agreement	Page 2 of 2
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Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

Grant Agreement No. A-CONFR19-2019-MNDOT-002

PO No. 3-55643

3. STATE AGENCY (DPS)

Signed: _____
(with delegated authority)

Title: _____

Date: _____

2. GRANTEE (MnDOT)

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: Peter D. Bucher

Print Name: Peter D. Bucher

Title: Assistant State Traffic Engineer

Date: September 10, 2018

Signed: Scott Bischoff

Print Name: Scott Bischoff

Title: For Agency Grant Supervisor

Date: 9/11/18

Signed: Kyle Fisher

Print Name: Kyle Fisher

Title: Contract Admin.

Date: 9/12/2012

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Budget Category	State Reimbursement	Local Match
Contracted Services		
2018-2019 TZD Conference Planning & Delivery	\$202,000.00	\$0.00
Total	\$202,000.00	\$0.00
Total	\$202,000.00	\$0.00



Grant Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Traffic Safety Suite 150 445 Minnesota Street Saint Paul, Minnesota 55105-5150	Grant Program: 2019 National Highway Traffic Safety Administration (NHTSA): Toward Zero Deaths (TZD) Conference Project No.: 19-06-06 Grant Agreement No.: A-CONFR19-2019-MNDOT-002				
Grantee: Minnesota Department of Transportation Office of Traffic, Safety and Technology 395 John Ireland Blvd St Paul, MN 55155	Grant Agreement Term: Effective Date: October 1, 2018 Expiration Date: September 30, 2019				
Grantee's Authorized Representative: Ronald Bisek, Contract Administrator Department of Transportation 1500 W. County Road B2, MS 725 Roseville, MN 55113 (651) 234-7057 Ron.bisek@state.mn.us	Grant Agreement Amount: <table data-bbox="868 685 1414 747"> <tr> <td>Original Agreement</td> <td style="text-align: right;">\$ 202,000.00</td> </tr> <tr> <td>Matching Requirement</td> <td style="text-align: right;">\$ 0.00</td> </tr> </table>	Original Agreement	\$ 202,000.00	Matching Requirement	\$ 0.00
Original Agreement	\$ 202,000.00				
Matching Requirement	\$ 0.00				
State's Authorized Representative: Terri Pieper, Grant Coordinator 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150 Phone: (651) 201-7073 Email: Terri.Pieper@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X9204020MN18 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2019 NHTSA: Toward Zero Deaths (TZD) Conference application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 150, St. Paul, MN 55101-5150. The Grantee shall also comply with all requirements referenced in the 2019 NHTSA: Toward Zero Deaths (TZD) Conference Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

3. STATE AGENCY (DPS)

Signed: _____
(with delegated authority)

Title: _____

Date: _____

Grant Agreement No. A-CONFR19-2019-MNDOT-002

PO No. 3-55643

2. GRANTEE (Mn DOT)

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: Peter D. Bucher

Print Name: Peter D. Bucher

Title: Assistant State Traffic Engineer

Date: September 10, 2018

Signed: Scott Bischoff

Print Name: Scott Bischoff

Title: For Agency Grant Supervisor

Date: 9/11/18

Signed: Kyle Fisher

Print Name: Kyle Fisher

Title: Contract Admin.

Date: 9/12/2018

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Budget Category	State Reimbursement	Local Match
Contracted Services		
2018-2019 TZD Conference Planning & Delivery	\$202,000.00	\$0.00
Total	\$202,000.00	\$0.00
Total	\$202,000.00	\$0.00



MAD Project Number: 2019-039
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Abra Pollock

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

Agency:	Fiscal Year: 2019	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$21,420.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Account Code:	Account Code:	Account Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 3000	Fund:	Fund:
Appr: T790194	Appr:	Appr:
Fin Dept ID: T7934300	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount: \$21,420.00	Amount:	Amount:

SOURCE: 6270 PROJECT: TMN20509-201701

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

147468 /

Contract: 3000436090
 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 Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

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

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis and Development: Abra Pollock Requesting Agency: Noel Shughart

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 153 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 \$21,420.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective August 28, 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 October 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Tim Henkel, Assistant Commissioner. 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. DIVISION
By:	By: <i>Reinde E Reppa</i>
Title: Assistant Director, Consultant Services	Title: <i>Business Manager</i>
Date: 09/07/2018	Date: <i>Aug 23, 2018</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title: Assistant Director, Consultant Services	Title:
Date: 09/07/18	Date:

Proposal

Department of Transportation—Transit Program Manual:
Needs Assessment
August 17, 2018

Proposal prepared by:

Abra Pollock

651.259.3814

abra.pollock@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

Minnesota has a statutory goal to provide transit services to all counties in the state to meet the needs of transit users.¹ As the population of Greater Minnesota is growing and aging, the need for public transit is also increasing.² The Minnesota Department of Transportation (MnDOT)'s Office of Transit and Active Transportation (OTAT) administers state and federal programs to support the 59 public transit systems that local governments and nonprofit organizations operate throughout greater Minnesota.³

OTAT now aims to produce a Transit Program Manual to consolidate the most useful information, regulations, processes, and guidance for its staff in delivering grants and technical assistance. The manual will standardize staff members' understanding of how to fulfill this function, while also building institutional memory and creating a valuable reference for knowledge management. Ultimately, the manual will contribute to OTAT efficiency and effectiveness by creating a "one stop shop" to answer staff questions and resolve inconsistencies.

OTAT has asked Management Analysis and Development (MAD) to conduct a "phase one" needs assessment to inform the design of the manual. OTAT intends to use the needs assessment findings and recommendations in phase two, manual development.

The research questions for this needs assessment are:

1. What is the priority issue (or issues) that the manual aims to address?
 - a. What are the "pain points"?
 - b. What are some of the contributing factors to this issue (or issues)?
 - c. Are there particular processes or practices within OTAT that need attention?
2. Who are the manual's primary users?
3. Which existing Transit Program guidance materials do OTAT staff members use to perform their jobs?
 - a. What types of information do staff members most frequently reference in these materials?
 - b. What are these materials' strengths? Limitations?
4. What are the most important content areas that the manual should cover?
5. What would be the attributes or characteristics of an ideal manual?

¹ Minnesota Department of Transportation. "Transit in Minnesota: Meeting the needs of transit users." Accessed August 15, 2018, <https://www.dot.state.mn.us/transit/about.html>.

² Minnesota Department of Transportation. "Greater Minnesota Transit Investment Plan: Executive Summary." Accessed August 15, 2018, <http://minnesotago.org/final-plans/gmtip-draft-plan-2/executive-summary>.

³ Minnesota Department of Transportation, "Transit in Minnesota: Meeting the needs of transit users."

Products

MAD would conduct the needs assessment research and analysis described below and deliver a Table of Contents (TOC) that outlines the suggested list of manual topics. Accompanying the TOC, MAD will deliver a proposed list of next steps for gathering content on each manual topic (e.g., drawing from existing materials, adapting external resources, MAD facilitating knowledge capture, etc.). MAD would also prepare a recommendations memo from the needs assessment findings that details actions that OTAT could take beyond the manual. Examples of recommendations may include: developing infographics on standard processes for staff, distributing checklists or other job aids, etc.

Activities, Timeline, and Project Costs

The overall timeline for the project would be August 28, 2018 (or when the interagency agreement is signed) through October 31, 2018. If the interagency agreement is not signed by August 24, 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>Project initiation and background document review: MAD would carry out the following consulting activities:</p> <ul style="list-style-type: none"> • Review OTAT and MnDOT’s existing information and resources (such as program descriptions; grant requirements; statutory references; templates; fact sheets; technical briefs; flowcharts or other process flow documentation; and Chapter 8835, Public Transit rules). • Refine research questions with the client. • Develop a research plan and timeline, including confirming with the client the list of proposed OTAT interviewees. 	30
<p>Data compilation, analysis: MAD would conduct structured interviews with OTAT supervisors and staff (i.e., users) to answer research questions and inform the needs assessment products. For budgeting purposes, MAD assumes 15 interviews. Additional data collection methods may include:</p> <ul style="list-style-type: none"> • Reviewing examples of “best practice” transit program manuals from other states • Reviewing other relevant information (such as meeting minutes, memos, or emails) provided to MAD by OTAT <p>MAD would analyze this interview data and draw out themes for the TOC, suggested next steps, and recommendations memo.</p>	70

Activities	Hours
<p>Prepare TOC, proposed next steps, and recommendations memo: MAD would use our synthesis of the data collected in previous phases to prepare:</p> <ul style="list-style-type: none"> • A draft TOC • A list of suggested next steps for compiling the materials on each topic area • A recommendations memo outlining actions that OTAT could take beyond the manual. <p>MAD would share these draft products with the client and revise if necessary.</p>	30
Subtotal	130
Project management, including client communication (18%)	23
Total hours	153
Total costs: (153 hours times \$140)	\$ 21,420

Documentation

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

Clients and Consultants

The primary client contact would be Noel Shughart, MnDOT. The MAD project lead would be Abra Pollock; other MAD consultants would also provide services to the client.

Client Responsibilities

The client would provide timely access to information and staff necessary to complete the work within the anticipated time period. In particular, the client would be responsible for:

- Providing relevant background documents
- Reviewing and giving feedback on the proposed research questions and methods, draft TOC, suggested next steps, and recommendations memo
- Suggesting names of office supervisors and staff (manual users) for MAD consultants to interview
- Ensuring that staff are available for interviews

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is

private data. Client staff would not be present at interviews or focus groups, and would not have access to any data that identifies individuals.

Billing and Cost Calculations

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

**AMENDMENT to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2019-039**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 3000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 28, 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 ~~October 31~~ December 31, 2018, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Oct 10, 2018</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:
147468 / 3000436090	

**AMENDMENT #2 to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2019-039**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 30000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **5** of the first amendment to the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 28, 2018, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until ~~December 31, 2018~~ February 28, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Dec 20, 2018</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:
ID: 147468 PO: 3000436090	

**AMENDMENT #3 to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2019-039**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 3000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) 5 of the second amendment to the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 28, 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 ~~February 28, 2019~~ March 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Rendee E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Feb 20, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

**AMENDMENT #4 to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2019-039**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 3000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **5** of the second amendment to the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 28, 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 ~~March 31, 2019~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Beth Blus</i>
Title:	Title: <i>Asst Director</i>
Date:	Date: <i>3/25</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date: 147468 / 3000436090	Date:

AMENDMENT #5 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-039

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 3000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **1, 3 and 5** of the first amendment to the original contract shall be amended to read:

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. In addition, the Division agrees that through its Master Contract with Project Consulting Group, the Division will sub-contract with Project Consulting Group to provide the services identified in Exhibit A, which is attached and incorporated into this agreement.

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 ~~153~~ 143 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division; and up to 3,120 hours at a rate of \$90.00 per hour for services provided by Project Consulting Group. The Division will also charge up to \$8,000 for contract management. The total amount the Division will invoice under this agreement shall not exceed ~~\$21,420.00~~ \$308,820.00.

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.

5. Effective Dates:

This agreement is effective August 28, 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~~ June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

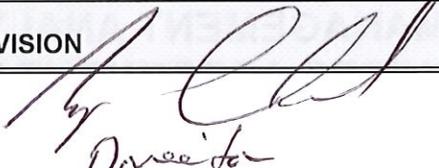
MnDOT Contract Management	
1. REQUESTING AGENCY	2. DIVISION
By:	By: 
Title:	Title: Director
Date:	Date: 6-25-19
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date: (Future FY2020 Funds)	Date:

EXHIBIT A



PROJECT
CONSULTING
GROUP™

Project Consulting Group
Statement of Work
Phase 2
OTAT Transit Program Manual

6/3/2019

by Kevin McGrane
Vice President and Partner
Project Consulting Group
KevinM@pcgmn.com
510 1st Avenue North, Minneapolis MN 55403

This Statement of Work for Phase 2, Greater Minnesota Public Transit Program Manual will describe:

1. Project Scope
2. Project Consulting Group's (PCG) approach, activities deliverables
3. Timelines
4. List of client responsibilities
5. Costs

1. PROJECT SCOPE

Develop a Program Manual for Office of Transit and Active Transportation (OTAT) that can be used both internally as process documentation and externally for disclosure purposes. Consultant will be responsible for leading information gathering sessions and identifying and working with Supervisors from each business unit to identify content owners. Consultant will jointly create a plan with Policy Advisory Committee (PAC) to write the manual that uses Plain Language standards with topics as defined in provided draft Table of Contents (TOC). Consultant will consolidate information, write the manual, manage edit and review process, and roll out to users in online format.

Out of Scope:

Process Improvement

Process Improvement is out of scope for this Statement of Work (SOW). Project Consulting Group (PCG) can provide Process Improvement Consulting services under a separate SOW.

In instances where content owners and subject matter experts all agree on process improvement, the consultant will document the process prior to developing manual content. If the process cannot be agreed upon by staff, consultant will defer to PAC representatives for resolution.

Change Management

Change Management is out of scope for this Statement of Work. PCG can provide Change Management Consulting services under a separate SOW.

PCG will support and PAC will lead the effort to incorporate change management actions into the development of the manual, taking into consideration OTAT's history of differing perspectives on adhering to guidance. Examples of change management actions include:

- Planned and deliberate communications before, during, and after the manual rollout about what the Transit Program Manual means for "the way we do our work."
- Reinforcement from office leadership about expectations for staff adopting new behaviors and practices (i.e., turning to the manual for guidance and decision-making).
- Leadership modeling the adoption of these new behaviors and practices.
- Promoting accountability by stating what the incentives and disincentives will be for using/not using the manual (e.g., linking job descriptions, recognition, and performance appraisals to adhering to standards in the manual).
- Consultant will identify and raise issues and/or open discussions. OTAT will be responsible for resolving procedure definitions.

2. APPROACH

Launch & Identify Content Owners - Estimated effort: 4-6 weeks

Based on the draft Table of Contents provided, work with business unit leaders and draft communications to staff to facilitate the identification of content owners in conjunction with the PAC.

Research what material is available already.

Work with OTAT staff to determine tools available and best avenue to display content and build manual framework. Finalize what will be the display medium with PAC committee.

Consultant will work with PAC representative and OTAT staff to ensure output limitations are clearly understood so a proper format can be prepared, and versioning control can be put in place.

Identify and communicate roles and reporting structure, resources, key milestones/drivers.

- Draft communication tools
- Establish Core Project Team, Project Schedule, stakeholder meetings and issue resolution process
- Define process on how to handle disagreements amongst OTAT staff

Deliverables

- Agreed upon Project Plan
- Issue Resolution Process
- Meeting Cadence
- Project Communication & Project Status Tools and processes
- Approval Process
- Updated Table of Contents with content owners and Subject Matter Experts assigned
- Plan for Deploying Program Manual

Development and Planning - Estimated Effort: 10-15 weeks

Create the framework based on the draft TOC that identifies all the areas of information, so items can be organized into the correct flow.

PCG will utilize an iterative approach to create the manual. This allows for multiple content areas to be written, reviewed and released in parallel.

To organize the work, consultant will determine and record where content already exists and where content needs to be created.

Consultant will meet with each of the content owners to identify topics OTAT already has content available to adapt to the Program Manual (such as from the internal tools and templates) and for which TOC items new content must be created (Gap Analysis).

- During these meetings, consultant will review the existing content with the content owner to determine whether any content must be added to this list for the subject.

- Identify what types of visuals would be helpful in documenting the topic areas. For initial version of the manual it is the intent to support visuals with text descriptions
- Content owners will provide existing diagrams, tables, and flowcharts OTAT already has available on the topics included in the program manual.

Based on the material that is already available, one chapter will be chosen to complete a couple of subsections to establish voice and structure type to be duplicated throughout the manual. Will work with the PAC to edit and structure these subsections to establish this structure (Proof of Concept).

Conduct an accessibility check on subchapters.

Deliverables

- Develop preliminary Program Manual chapter template
- Completed Proof of Concept Chapter
- Comprehensive list of TOC subjects with content already written and those needing content written
- List of existing visuals, charts and graphics and subjects where visuals, charts and graphics are needed

Scheduling & Preconstruction - Estimated Effort 2-3 weeks

Based on information gathered in the first two phases, work with PAC representatives to establish priority schedule of which chapters will be completed first. This will be based on many factors including content owner & subject matter expert availability, areas having the greatest impact among others. The schedule will guide priorities and allow for reprioritization as new information is discovered.

Utilizing the chapter template designed in the previous phase, consultant will provide the chapter template to all content owners.

Deliverables

- Prioritized Content Development Schedule
- Meetings scheduled with Content Owners and Subject Matter Experts
- Approved Program Manual chapter template

Buildout - Estimated Effort: 26-39 weeks

Based upon high level schedule begin taking information provided by content owners and building out subchapters.

Validate meeting schedule established in Approach and set regular meeting schedule with PAC representatives to update status, process or procedure conflicts, address potential risks or issues, handle and changing of priorities from highlighted schedule.

In instances where content owners and subject matter experts all agree on process improvement, the consultant will document the process prior to developing manual content. If the process cannot be agreed upon by OTAT staff, consultant will defer to PAC representatives for resolution.

Each Chapter/Subchapter will follow the following editing process

- Rough draft to be reviewed with content owner
- Pass Accessibility Check
- Check to ensure maintaining "One Voice Goal"
- Consultant will utilize "Plain Language" format
- Proofread
- Review by MNDOT. Review deadlines will be established by PAC representatives in meeting with consultant to best fit reasonable timelines and workflow.
- Review by external stakeholders, if necessary, inviting them to comment and make suggestions, coordinated by consultant.
- Content changes will be saved and updated at a singularly time when it does not slow down the buildout of other chapters.
- Once content updates are completed content will be moved to the framework where additional feedback will be gathered on an ongoing basis in a process to be determined. Feedback will be reviewed in Final Review to determine edits.

Once all chapters have been completed at the initial level a full review will be done to ensure that we meet accessibility, one voice, and regulatory requirements.

Deliverables

- Draft version for each chapter

Final Review - Estimated Effort: 6-9 weeks

Upon completion of review, consultant will consolidate the additional content items. In a meeting with the PAC representatives it will be determined which items are approved.

If Program Manual is not working as intended, consultant will facilitate a PAC meeting to determine how roadblocks can be removed and update manual to reflect decisions.

Deliverables

- Final version of Program Manual

Project Closeout - Estimated Effort: 4-6 weeks

Once revisions are completed with the updates directed by the PAC, consultant will finalize the manual with a new version number. Final Testing and Final Approval Review will occur during Closeout.

Consultant will establish and implement a maintenance strategy with content owners and PAC representative to keep manual active and accurate. Documented process will be provided to PAC.

Ensure documents are stored in a location as directed by OTAT staff.

Deliverables

- Approved Final Version of Program Manual
- Program Manual maintenance schedule

3. TIMELINE

Step	Title	Estimated Effort	Hours
1	Launch	4-6 weeks	160-240
1	Planning	10-15 weeks	400-600
1	Preconstruction	2-3 weeks	80-120
1	Build	26-39 weeks	1040-1560
	subtotals	42 -63 weeks	1680-2520
2	Final Review	6-9 weeks	240-360
2	Closeout	4-6 weeks	160-240
	subtotals	10-15 weeks	400-600
1 & 2	Total for Step 1 & 2	52-78 weeks	2080-3120 hours

PCG consultant will meet with PAC on a regular basis, meeting cadence to be determined.

4. CLIENT RESPONSIBILITIES

- Project Charter, Stakeholders, Roles & Responsibilities, Project Management Plan, Project Documentation and any other relevant documents
- Provide a Single Point of Contact for PCG consultant to work with for resolutions
- External Stakeholder lists and contact information, contracts (if pertinent) and regulatory/compliance information
- Consultant workspace and laptop, monitors, information storage area, internet access, platform for display and security
- Team member roster including which business unit they reside

5. COSTS

The rate for Cory Spanier is \$90/hour

**AMENDMENT #6 to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2019-039**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-039 (Contract: 147468, Order: 3000436090)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **5** of the contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 28, 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, 2020~~ December 31, 2020 or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 *Effective date: 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: 90 days*, or when the Investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Seema Desai or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: R. Blancy

Date: 9-25-18

Purchase Order No.: 148297
3000438808

3. DEPARTMENT OF TRANSPORTATION

By: Seema Desaj Digitally signed by Seema Desaj
Date: 2018.09.24 16:11:25 -05'00'
(with delegated authority)

Title: _____

Date: _____

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)

Title: CFO

Date: 9-25-18

4. MnDOT Contract Management

By: [Signature]

Date: 9/25/2018

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Administration, Office of State Archaeologist ("OSA").

Agreement

Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on June 30, 2021, unless terminated earlier pursuant to Article 8.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

Scope of Work

- 2.1 MnDOT shall provide funding for services as described in this agreement. MnDOT will provide costs for the equivalent of 1 full-time employee (salary, fringe, additive, and overhead expenses equivalent to that needed specifically for 1 full-time employee) and travel to OSA for an OSA employee or employees and/or consultant to work on MnDOT State Projects (i.e., projects located on MnDOT Trunk Highway right-of-way with an assigned State Project number) related to Minn. Stat. § 138.40, Subd. 3 and Minn. Stat. § 307.08, Subd. 10, as described in this agreement. OSA may utilize a consultant to do all or part of this work. OSA will be reimbursed for any employee travel under this agreement in the amount provided for by the employee's bargaining unit. OSA will be reimbursed for any consultant travel under this agreement as described in Exhibit A.
- 2.2 MnDOT shall reimburse OSA for salary/fringe costs and travel expenses incurred by OSA related to the Mission Creek project beginning July 1, 2018. OSA will provide MnDOT with an invoice and supporting documentation to request reimbursement for these expenses.
- 2.3 OSA shall be solely responsible for all human resources and labor relation matters between the OSA employee(s) and/or consultant and the State of Minnesota, including, but not limited to, compensation, benefits, taxes, labor disputes, and training and development.
- 2.4 The OSA employee(s) and/or consultant will be responsible for making recommendations for the preservation of archaeological or historic sites which may be endangered by construction or development activities as described in Minn. Stat. § 138.40, Subd. 3. The OSA employee(s) or consultant will also be responsible for submitting plans to the Minnesota Indian Affairs Council for review and recommended action when the archaeological sites are related to Indian history or religion as described in Minn. Stat. § 138.40, Subd. 3.
- 2.5 The OSA employee(s) or consultant will be responsible for making recommendations for the preservation in place of human burials or remains which may be endangered by construction or development activities as described in Minn. Stat. § 307.08, Subd. 10.
- 2.6 Throughout the term of this agreement, MnDOT's State Authorized Representative, or her designee, and a designated OSA employee or consultant will meet biweekly to set project priorities. Project priorities may be changed at MnDOT's discretion at any time. Following each bi-weekly meeting to set project priorities, the designated OSA employee or consultant will e-mail State's Authorized Representative a written list of the project priorities identified in the biweekly meeting. The designated OSA employee or consultant will copy any MnDOT representative who was present at the biweekly meeting on this e-mail.
- 2.7 OSA will utilize the OSA employee(s) or consultant to reduce the response time from 30 days as described in Minn. Stat. § 138.40, Subd. 3 and Minn. Stat. § 307.08, Subd. 10, to 25 days or less for work on MnDOT projects until March 1, 2019, and to 21 days or less for work on MnDOT projects for the remainder of the agreement. OSA remains solely responsible for its statutory obligations under the Minnesota Field Archaeology Act of 1963 (Minn. Stat. §§138.31-138.42) and the Private Cemeteries Act (Minn. Stat. Ch. 307).

Consideration and Payment

- 3.1 OSA must submit a monthly progress report, using the format set forth in Exhibit B, showing the progress of work in work hours according to the tasks defined through the process described in Article 2.6 of this agreement.
- 3.2 OSA must submit invoices electronically for payment using the format set forth in Exhibit C. OSA must submit invoices to MnDOT on December 1st, January 1st, April 1st, and July 1st (or the first business day following each of these dates) while this agreement is in effect.
- 3.3 OSA must submit the signed invoice, and all required supporting documentation, for review and payment to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.
- 3.4 The total obligation of MnDOT for all compensation and reimbursements to OSA under this agreement will not exceed \$125,000 per fiscal year and will not exceed \$333,000 for the total term of this agreement.

Conditions of Payment

- 4.1 All services provided by OSA under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving OSA invoice for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify OSA within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay OSA within 30 days of receipt of such invoice.

Agreement Personnel

- 5.1 MnDOT's Authorized Representative will be:

Name/Title: Kristen Zschomler, Cultural Resources Unit Supervisor, or her successor
Address: 395 John Ireland Boulevard, St. Paul, MN 55155
Telephone: (651) 336-3633
E-Mail: kristen.zschomler@state.mn.us

- 5.2 OSA's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske, Acting Assistant Commissioner, or her successor
Address: 50 Sherburne Avenue, Suite 201
Telephone: (651) 201-2501
E-Mail: laurie.beyer-kropuenske@state.mn.us

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.

Liability

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

Termination

- 8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party. In the event this agreement is terminated, OSA will be paid, as described in Articles 3 and 4 of this agreement, for services performed through the date of termination.

Plain Language; Accessibility Standards

- 9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, OSA must provide all deliverables in "Plain Language." Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, OSA will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, OSA agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Std_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. OSA's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, OSA will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

MnDOT ENUMBRANCE VERIFICATION

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

Signed: Sue Buhl Digitally signed by Sue Buhl
Date: 2018.12.06 13:55:07
06:00'

VIFT Contract ID No. 150911

VIFT Purchase Order ID No. 3000449345

MnDOT

(with delegated authority)

Signed: Nancy Daubenberg
Title: Engineering Services Division Director
Date: 12/10/2018

Minnesota Department of Administration, State Archaeologist

Signed: [Signature]
Title: Asst. Commissioner
Date: 12/5/18

MnDOT CONTRACT MANAGEMENT

Signed: [Signature]
Date: 12/11/18

**Minnesota Department of Transportation
 Reimbursement Rates for Travel Expenses**

<u>Subject</u>	<u>Conditions/Mileage</u>	<u>Rate</u>
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost
	<u>Meals</u>	
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person
	<u>Lodging</u>	
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

- (1) A maximum rate shown or a lesser rate per actual reimbursement to an employee.
- (2) Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
- (3) Include receipt or copy of receipt when more than \$10.00.
- (4) Reasonable for area of a stay.
- (5) The gratuity is included in maximum cost.
- (6) To be in Travel Status and at a commercial lodging.

INVOICE NO. _____
 Final Invoice? Yes No

Invoice Instructions:

Office of State Archaeologist ("OSA") must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package, **in the following order**:
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract No. 1032567
 Contract Expiration Date: June 30, 2021

Billing Period: From _____ to _____
 Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$			
Net Earnings Totals:	\$			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Total**			

**Must Match Net Earnings Totals Above

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

OSA: _____

Signature: _____

Print Name: _____

Title: _____

ORIGINAL

MnDOT Contract No. 1032668

	Grant Agreement	Page 1 of 2
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Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150	Grant Program: 2019 NHTSA: Toward Zero Deaths (TZD) Regional Coordination Project No.: 19-06-07 Grant Agreement No.: A-COORD19-2019-MNDOT-002
Grantee: Minnesota Department of Transportation Office of Traffic Engineering 1500 West County Rd. B-2 Roseville, Minnesota 55113-0000	Grant Agreement Term: Effective Date: October 1, 2018 Expiration Date: September 30, 2019
Grantee's Authorized Representative: Ron Bisek Minnesota Department of Transportation Office of Traffic Engineering 1500 West County Rd. B-2 Roseville, Minnesota 55113-0000 Phone: (651) 234-7057 Email: ron.bisek@state.mn.us	Grant Agreement Amount: Original Agreement \$ 204,000.00 Matching Requirement \$ 0.00
State's Authorized Representative: Michael Hanson Office of Traffic Safety 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150 Phone: (651) 201-7061 Email: michael.hanson@state.mn.us	Federal Funding: CFDA# 20.600 FAIN: 18X9204020MN18 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:
Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2019 NHTSA: TZD Regional Coordination Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Office of Traffic Safety, 445 Minnesota Street, Suite 150, St. Paul, Minnesota 55101-5150. The Grantee shall also comply with all requirements referenced in the 2019 NHTSA: TZD Regional Coordination Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

	Grant Agreement	Page 2 of 2
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Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: *Gold Rolde*
Date: *10/22/18*

3. STATE AGENCY (DPS)

Signed: *[Signature]*
(with delegated authority)
Title: *Director*
Date: *10-27-2018*

Grant Agreement No. A-COORD19-2019-MNDOT-002
PO No. 3-56201

2. GRANTEE (MnDOT)

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: *[Signature]*
Print Name: *Peter D Buchen*
Title: *Assistant State Traffic Engineer*
Date: *10/16/2018*

Signed: *[Signature]*
Print Name: *Maureen Newell*
Title: *on behalf of Grant Supervision Grant Compliance*
Date: *10/17/18*

MnDOT Contract Management
Signed: *[Signature]*
Print Name: *Ryan Gaulhe*
Title: *Contract Mgmt Supr.*
Date: *10/18/2018*

Distribution: DPS/FAS
Grantee
State's Authorized Representative

2019 NHTSA Funding RFP - TZD Regional Coordination

Organization: Transportation, Department of (MNDOT)

Budget Summary

Budget	State Reimbursement	Local Match
Budget Category		
Salaries & Fringe		
Funding for MnDOT Regional TZD Coordinators	\$204,000.00	\$0.00
Total	\$204,000.00	\$0.00
Total	\$204,000.00	\$0.00

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 *Effective date:* October 2, 2018 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* 90 days, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Jodi Mathiason or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Sue Buhl

Date: 10/22/18

Purchase Order No.: 149303/3000442622

3. DEPARTMENT OF TRANSPORTATION

By: [Signature]
(with delegated authority)

Title: Director of HR

Date: 10.11.18

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)

Title: CEO

Date: 11-6-18

4. MnDOT Contract Management

By: [Signature]

Date: 10/22/2018

STATE OF MINNESOTA
INTERAGENCY CONTRACT

Federal Project #: NA

State Project (SP) #: NA

Trunk Highway (TH) #: NA

Project Identification: Development of a Comprehensive Water Resources Plan for Wetland Bank Service Area 7

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Board of Water and Soil Resources ("BWSR").

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract 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 Contract will expire on 12/31/2019, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits A and B are attached and incorporated into this Contract.

2. Recitals

- 2.1 Under Minnesota Rules Chapter 8420, MnDOT and BWSR are responsible for providing wetland replacement for certain qualifying public road projects that impact wetlands. Wetland replacement is typically also required for many of these same projects by Section 404 of the Federal Clean Water Act as administered by the U.S. Army Corps of Engineers ("Corps").
- 2.2 Previous interagency agreements between MnDOT and BWSR have established a partnership to collaborate and create efficiencies in providing wetland replacement for public road projects. Currently, MnDOT and BWSR provide wetland replacement either by establishing wetland banks that generate wetland credits or by purchasing wetland credits from existing wetland banks.
- 2.3 An alternative method for satisfying wetland replacement requirements, through a purchase of credits from an In-Lieu Fee Program (ILFP), is currently under development by BWSR. The ILFP enables proponents of projects with wetland impacts requiring replacement to satisfy their requirements by purchasing advanced credits from the ILFP sponsor who then assumes liability for using the funds to restore wetlands in accordance with an approved plan. The sponsor is responsible for completing the initial physical and biological activities to establish the replacement site within three full growing seasons of the sale of the advanced credits.
- 2.4 ILFP replacement sites must be identified and constructed in accordance with a watershed mitigation plan that assesses and prioritizes wetland restoration opportunities within particular Wetland Bank Service Areas ("BSA"s), which are groupings of major watersheds. The development of a watershed mitigation plan must be completed and approved by the Corps before the ILFP can sell advanced credits within a BSA. Currently, BWSR is developing watershed mitigation plans for BSAs 6, 4, and 9.
- 2.5 Over the next five years, significant wetland replacement needs are anticipated for MnDOT projects located within the Middle Mississippi River Watershed ("BSA 7"), but there is currently a lack of sufficient MnDOT credits or credit purchasing and bank establishment opportunities within BSA 7.
- 2.6 Developing a watershed mitigation plan, also referred to as a Comprehensive Water Resources (CWR) Plan, in BSA 7 will benefit MnDOT and BWSR by enabling the ILFP to operate in BSA 7 and serve as a

reliable, long-term option for meeting future transportation projects' wetland replacement needs, ultimately minimizing risks to construction program delivery.

3. Duties of the Parties

3.1 BWSR Duties.

- 3.1.1 BWSR will develop a CWR Plan in BSA 7, according to and as described in Exhibit A.
- 3.1.2 BWSR will perform the tasks described in Exhibit A according to Exhibit B, the project schedule.
- 3.1.3 BWSR will provide to MnDOT's Project Manager monthly email updates detailing the progress made each month on plan development, including work accomplished, setbacks encountered, and a comparison of progress achieved with the progress targets identified in the project schedule. The monthly email updates will also include an action plan for resolving any setbacks impacting or that threaten to impact project schedule.
- 3.1.4 BWSR will make all reasonable efforts to conform or re-conform plan development with the project schedule if any setbacks arise that impact or threaten to impact project schedule.
- 3.1.5 BWSR will provide in each invoice, except the first, a summary of tasks performed in the preceding three months.
- 3.1.6 BWSR will provide to MnDOT's Project Manager a copy of the draft Baseline Assessment, described in Exhibit A, for review and comment.
- 3.1.7 BWSR will provide to MnDOT's Project Manager a copy of the initial Spatially-explicit Watershed-based Approach to Mitigation Positioning and Selection (SWAMPS) tool outputs, described in Exhibit A, for review and comment.
- 3.1.8 BWSR will provide to MnDOT's Project Manager a copy of the draft Comprehensive Water Resources Plan Report, described in Exhibit A, for review and comment.
- 3.1.9 BWSR will provide to MnDOT's Project Manager a copy of the final Comprehensive Water Resources Plan Report, described in Exhibit A.

3.2 MnDOT Duties.

- 3.2.1 MnDOT will provide \$60,000 to BWSR to help fund the development of the CWR Plan in BSA 7. The \$60,000 of MnDOT funds will be expended in combination with \$70,000 of Corps funds as well as \$10,000 of BWSR work-in-kind contributions, as outlined in Exhibit A.
- 3.2.2 MnDOT will acknowledge receipt of BWSR's monthly email updates.
- 3.2.3 MnDOT will participate in discussions on plan development as the need arises.

4. Consideration and Payment

- 4.1 At the start of each three month period within the contract term, MnDOT will pay \$12,000 to BWSR within 30 days of the receipt of an invoice. BWSR will send a total of five invoices, one upon receipt of the fully executed Agreement and one by or upon each of the following dates: January 1st, 2019; April 1st, 2019; July 1st, 2019; and October 1st, 2019.
- 4.2 The total obligation of MnDOT for all compensation and reimbursements to BWSR for the services provided under this Contract will be \$60,000.00.

5. Conditions of Payment

- 5.1 All services provided by BWSR under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 5.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving BWSR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify BWSR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay BWSR within 30 days of receipt of such invoice.
- 5.3 BWSR must create and enter an invoice in SWIFT.
- 5.4 MnDOT will make payment using the bilateral netting process in SWIFT.

6. Contract Personnel

- 6.1 MnDOT's Authorized Representative will be:

Name: _____ or his/her successor.
Title: Chief Environmental Officer _____
Street Address: 395 John Ireland Blvd., MS #620 _____
City, State, Zip: Saint Paul, MN 55155 _____
Telephone: _____
Email: _____

- 6.2 MnDOT's Project Manager, will be the contact for technical issues. MnDOT's Project Manager will be:

Name: Beth Brown _____ or successor.
Title: Environmental Program Specialist _____
Street Address: 395 John Ireland Blvd., MS #620 _____
City, State, Zip: Saint Paul, MN, 55155 _____
Telephone: 651-366-4297 _____
Email: elizabeth.a.brown@state.mn.us _____

- 6.3 BWSR's Authorized Representative will be:

Name: Tim Smith _____ or successor.
Title: Wetland Mitigation Coordinator _____
Street Address: 520 Lafayette Road North _____
City, State, Zip: Saint Paul, MN 55155 _____
Telephone: 651 600-7554 _____
Email: tim.j.smith@state.mn.us _____

7. Amendments

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

8. Liability

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

9. Termination

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

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

BWSR

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

By: *[Signature]*
Title: Wetlands Section Manager
Date: 10-12-18

By: _____
Title: _____
Date: _____

STATE ENCUMBRANCE VERIFICATION

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

By: *[Signature]*
Date: 10/30/18
SWIFT Contract # 149750
SWIFT Purchase Order # 3000444154

COMMISSIONER OF TRANSPORTATION

By: *[Signature]*
Title: ASST. DIVISION DIRECTOR - ESD
Date: 10-31-18

MNDOT CONTRACT MANAGEMENT

By: *[Signature]*
Date: 11/2/2018

Exhibit A

Scope of Work for the Development of a Comprehensive Water Resources Plan to Assess and Prioritize Wetland Restoration Opportunities in the Middle Mississippi River Watershed within Minnesota

Non-Federal Sponsor: Minnesota Board of Water and Soil Resources

Authority: Section 22 of the Water Resources Development Act of 1974, as amended

Comprehensive Water Resources Plan Cost: \$140,000; Federal \$70,000 /Non-Federal \$60,000 Cash and \$10,000 Work-In-Kind Services

Background

The Middle Mississippi River Watershed has been identified as a priority for identifying and prioritizing wetland restoration opportunities. The watershed faces a number of significant natural resources challenges, including major losses of historic wetlands and alteration of streams which have contributed to increased flooding, water quality impairments, and loss of habitat. There has been an increased interest by stakeholders to ensure that decisions made by conservation and regulatory programs are made considering the condition and needs of the watershed. To that end, BWSR requested the Corps to provide planning assistance pursuant to Section 22 of the Water Resources Development Act of 1974, as amended, to develop a comprehensive water resources plan to identify and prioritize wetland restoration opportunities using a stakeholder informed, geospatial approach in the Middle Mississippi River Watershed.

Development of the comprehensive water resources plan will utilize a watershed-based approach to identify and prioritize wetland restoration opportunities using GIS. To accomplish this, the Corps will utilize the SWAMPS (Spatially-explicit Watershed-based Approach to Mitigation Positioning and Selection) tool developed by the US Army Engineer Research and Development Center's Environmental Laboratory (ERDC-EL). The SWAMPS process will be further informed by stakeholder input obtained during plan development. BWSR will solicit additional input from Middle Mississippi River Watershed stakeholders.

The SWAMPS framework involves two primary assessments: watershed vulnerability and restoration site suitability. Watershed vulnerability is a course level assessment used to evaluate and rank sub-watersheds based on exposure to human induced disturbance, aquatic resource sensitivity, and the adaptive capacity of the systems. Restoration site suitability is a site level assessment to identify and prioritize specific wetland restoration opportunities in the watershed. Both of these assessments will use a geospatial approach and will be heavily informed by the stakeholder participation process.

Planning Area

The Middle Mississippi River Watershed covers nearly 8,500 square miles of land drained by the Mississippi River between Little Falls and Hastings, MN. The study area makes up portions of 32 counties and includes 50 cities with populations greater than 10,000 people, including the majority of the Minneapolis-St. Paul metropolitan area. Overall, the watershed is highly developed and faces a number

Exhibit A

of water resources problems, including challenges identifying and prioritizing wetland restoration opportunities generated through regulatory and conservation programs.

Planning Tasks and Responsibilities

1. Conduct Baseline Assessment and Gather Existing Datasets.

a. Determine the historical extent of aquatic resources in the Middle Mississippi River Watershed. A geospatial dataset will be developed that identifies, to the greatest extent practicable, the historic extent of aquatic resources in the watershed. Previous efforts for this type of analysis have used the early twentieth century as the approximate baseline given the limited quality and availability of historical data. Work involved includes examining historic air photographs, original land survey maps, U.S. Department of Agriculture soil mapping, National Wetland Inventories, and other state and local government surveys and reports. The historic analysis of aquatic resources in the watershed will be completed by the Corps.

b. Determine the cumulative loss of wetlands in the Middle Mississippi River Watershed. Currently available information on the extent of wetlands (updated National Wetland Inventory) will be used to generate a geospatial data set identifying, to the greatest extent practicable, the current extent of wetlands in the watershed. The current extent of wetlands will then be compared to the results of task 1a (historical extent of wetlands) to determine the approximate loss of wetlands in the Middle Mississippi River Watershed. The cumulative impacts analysis for wetlands in the watershed will be completed by the Corps.

c. Compile information on State of Minnesota wetland restoration priorities, management plans, and other studies, reports, or documents that establish priorities or preferences for wetland management in the Middle Mississippi River Watershed. Currently available plans and reports regarding wetlands in the watershed will be compiled and reviewed so that local and state resource management priorities can be represented geospatially in the SWAMPS analysis. Plans to be reviewed include the Minnesota Wetland Restoration Strategy (BWSR 2009), the U.S. Fish and Wildlife Service Habitat and Population Evaluation Team (HAPET) Restorable Wetlands Inventory (RWI), and the Minnesota Prairie Conservation Plan (2011). This task will be completed by BWSR.

d. Compile existing geospatial data for the Middle Mississippi River Watershed and build SWAMPS framework. The SWAMPS framework will be produced through the compilation of existing and obtainable geospatial data. The geospatial data that will drive the analysis will either be readily available from public sources in Minnesota or will be provided by BWSR. BWSR and the Corps will collaborate on development of the SWAMPS framework to ensure outputs track known watershed needs. This will also include meeting with watershed stakeholders as outlined in Paragraph 2 below early in the process to ensure consistency between the SWAMPS framework and any previously conducted analyses. The building of the framework will be a collaborative approach to determining inputs to the SWAMPS process based on available data and known local priorities and issues.

2. Conduct Stakeholder outreach. The purpose of the stakeholder input process is to incorporate local knowledge in the SWAMPS analysis and, once the analysis is complete, verify the results based on known impairments and priorities. This process, led by BWSR in consultation with the Corps, will provide context to elevate outputs from solely determining project areas based on geophysical factors to specific project proposals that reflect local conditions and preliminary feasibility based on public and

Exhibit A

private interests in the area. Stakeholder outreach shall be conducted by BWSR with a total of four outreach meetings anticipated.

3. Conduct SWAMPS analysis. The SWAMPS analysis will be conducted by the Corps with technical support provided by ERDC-EL. The preliminary SWAMPS results will be coordinated with BWSR and watershed stakeholders as outlined in 3c below.

a. Develop weighting mechanism for the landscape prioritization tool. BWSR, based on information from stakeholders and other state and federal agencies will provide feedback to the Corps to validate the SWAMPS framework and prioritize variables/factors used in the identification of restoration opportunities. The objective is to determine which factors, if any, should be weighted more heavily in considering restoration opportunities. The Corps and BWSR will coordinate to determine the best use of the information provided through the stakeholder input process.

b. Generate Outputs. In a collaborative approach, BWSR and the Corps will review and evaluate the SWAMPS outputs and identify any necessary refinements or modifications to the approach. Anticipated SWAMPS outputs include the identification of wetland restoration opportunities in priority sub-watersheds. The general outputs will include GIS files and static maps, and will be available to BWSR upon completion of the plan. This task will be performed by the Corps.

c. Preliminary Validation of SWAMPS outputs. The SWAMPS validation consists of two sub tasks.

i. Stakeholder feedback. Following the completion of the initial SWAMPS analysis, BWSR will present the results to the stakeholder groups and solicit input to ensure consistency with local priorities. This step will be used to validate the maps and data produced by SWAMPS, ensuring that the project areas identified align with known natural resource priorities.

ii. Field verification of SWAMPS results. Staff from BWSR along with other watershed stakeholders will, to the practicable, field verify the top 3-5 sites in each sub-watershed to verify the results of the SWAMPS analysis. BWSR will use site-specific information and other tools frequently employed when evaluating the SWAMPS generated potential wetland restoration sites.

4. Comprehensive Water Resources Plan Report. Once the validation process is completed and the SWAMPS outputs are confirmed as a reliable wetland restoration prioritization tool for the Middle Mississippi River Watershed, a report summarizing the methods, data utilized, and outputs of the SWAMPS framework will be prepared jointly by the Corps and BWSR. The Corps shall be responsible for portions of the document describing the SWAMPS development and implementation process while BWSR will describe the stakeholder input and validation process. BWSR shall be responsible for coordination of the SWAMPS outputs with the watershed stakeholders.

Exhibit A

Budget and Schedule

Task	Description	Responsibility	Timeline	Total Cost	Notes
1	Baseline Assessment	Corps and BWSR	FY19	\$55,000	\$2,500 WIK
2	Stakeholder Outreach	BWSR	FY19	\$15,000	\$2,500 WIK
3	SWAMPS Analysis	Corps and BWSR	FY19	\$50,000	\$2,500 WIK
4	Comprehensive Water Resources Plan Report	Corps and BWSR	FY19	\$20,000	\$2,500 WIK
			Total	\$140,000	\$10,000 WIK

Exhibit B

Minnesota In-lieu Fee Program
 Middle Mississippi River Watershed Mitigation Planning Study
 Project Schedule and Milestones

Date	Milestone	Description
October 2018	Initiate Section 22 Planning Assistance to States Study with U.S. Army Corps of Engineers	Execute signed agreement and move forward with planning process building off work completed in August and September 2018.
November 2018	Draft of Baseline Conditions (completion of Task 1)	Narrative for baseline conditions assessment complete, initial stakeholder coordination complete, and wetland banking assessment complete.
January 2019	Stakeholder Input on Catchment and Site Prioritization (Completion of Task 2)	Survey complete, distributed to watershed stakeholders, and draft unweighted prioritization complete.
April 2019	Initial Prioritization Results (Completion of Tasks 3a and 3b)	Survey results obtained, compiled, and prioritization analyses completed.
May 2019	Stakeholder Coordination of Prioritization Results (Completion of Task 3c)	Prioritization results coordinated with stakeholders and feedback on initial results obtained.
August 2019	Draft Report Complete (Draft product for Task 4)	Draft report completed containing baseline conditions, stakeholder coordination, prioritization, and draft watershed based mitigation plan.
October 2019	Final Report Complete (Final product for Task 4)	Revisions to draft completed and final report prepared.

Exhibit F.A.I. Federal Award Information

NOTICE TO SUBRECIPIENT: This is a subaward of federal financial assistance from *Organization A* (hereinafter referred to as "recipient/pass-through entity") to *Organization B* (hereinafter referred to as "subrecipient").

Subrecipient Name: Minnesota Department of Employment and Economic Development	Subrecipient DUNS Number: 804832640
CFDA Name: Highway Training and Education	CFDA Number: 20.215
Federal Award Identification Number: OJT 8819(153)	Federal Award Date: November 29, 2018

<i>Is the Award for Research and Development?</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Project Description: To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.		
Period of Performance Start and End Date: <u>January 7, 2019 – December 31, 2020</u>		

Indirect Cost rate: N/A	Total Approved Cost Sharing/ Matching: N/A
Amount of Federal Funds Obligated by this action: \$286,079.00	Total Amount of Funds Obligated: \$286,079.00
Budget Approved by Federal Awarding Agency: \$286,079.00	Total of Federal Award: \$286,079.00

Contact for Federal Agency:

 Name: Mary Walker Johnson

 Address: 380 Jackson St, Ste 500

St Paul, MN 55101

 Phone: (651) 291-6120

 Email: mary.walker@dot.gov
Contact for Recipient:

 Name: Luis Brown-Pena

 Address: 540 Fairview Ave N

St Paul, MN 55104

 Phone: (651) 539-4120

 Email: luis.brown-pena@state.mn.us

**STATE OF MINNESOTA
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("Grantee").

RECITALS

1. Minnesota Statutes § 174.02 authorizes the State to enter into this agreement.
2. The State is in need of the service to direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat. §16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on January 7, 2019, or the date the State obtains all required signatures under Minn. Stat. §16B.98, Subd. 5, whichever is later. As required by Minn.Stat. §16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on December 31, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Period of Performance.** The period of performance is from January 7, 2019 through December 31, 2020.
- 1.4 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.5 **Exhibits.** Exhibit A: Detailed Scope of Work and Deliverables; Exhibit B: Program Budget; Exhibit C: Invoice; are attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee, who is not a state employee, will perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.
- 2.2 The Grantee agrees to obtain the prior approval of State for any significant change related to the scope of work as required by 2 CFR 200 and 2 CFR 1201. This includes, but is not limited to:
 - 2.2.1 changes in overall project budget which result in a shift of \$25,000 or more of the original budget between tasks;
 - 2.2.2 any significant revision of the scope, schedule, goals, objectives or tasks of the proposal Scope of Work, or related activities (regardless of whether there is an associated budget revision requiring prior approval); and
 - 2.2.3 changes in key personnel, program manager, or prime contractor.
- 2.3 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat. §16B.97, Subd. 4 (a) (1).
- 2.4 Grantee will submit written progress reports detailing services provided to program participants on a quarterly basis and upon program completion. MnDOT will provide Grantee with reporting template. Payments will not be made under section 4.2 if a progress report is past due unless Grantee has been given a written extension by the State.

- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public purpose for the normal useful life of the asset. Any capital assets acquired with grant funds under this agreement are subject to the follow reporting requirements: Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 2.6 **Real Property.** In accordance with 2 CFR 200.329, the Grantee must submit annual reports on the status of any real property, as defined in 2 CFR 200.85, in which the Federal Government retains an interest.

3 Time

- 3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by Grantee during the period of performance under this agreement as follows:
- 4.1.1 **Compensation.** Grantee will be paid up to a maximum of \$286,079.00, according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant agreement.
- 4.1.2 **Matching Funds.** Any cost sharing or matching funds required of Grantee in this agreement must comply with 2 CFR 200.306.
- 4.1.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. Exhibit N/A, which is attached and incorporated into this grant agreement, lists the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.
- 4.1.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$286,079.00
- 4.1.5 **Federal Funds.** Payments under this Agreement will be made from federal funds. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Grantee, or in the event the total amount of federal funds is not available, the Grantee will be responsible for any and all costs or expenses incurred under this Agreement. The Grantee further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.

4.2 Payment

- 4.2.1 **Invoices.** Grantee will submit invoices for payment by email to State's Office of Civil Rights, at OCRGrantInvoices.DOT@state.mn.us. Exhibit C, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:
Invoices must be submitted monthly for the eligible deliverable specified in Exhibit A.
- 4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion. The cost principles outlined in 2 CFR 200.400-475 will be used to determine whether costs are eligible for reimbursement under this agreement.

- 4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.2.4 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.2.4.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.
- 4.2.4.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.2.5 **Unexpended Funds.** The Grantee must promptly return to the State at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to the State.
- 4.2.6 **Closeout.** Grantee must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award within 90 calendar days of the end date of the period of performance. The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.3 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days. All contracts between Grantee and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
- 4.3.1 **Procurement Requirements.** For all procurements of goods and services supported in whole or in part with federal funds, Grantee agrees to comply with the current requirements and standards of the Uniform Administrative Requirements, 2 CFR part 200, which is incorporated by reference into this Agreement.
- 4.3.2 **Excluded Parties Listing System.** Before entering into a third party contract or subcontract, Grantee agrees to check the System for Awards Management at <https://www.sam.gov/portal/public/SAM/> to ensure the selected vendor or contractor has not been excluded from doing business with the federal government or its grantees. Grantee will provide State with evidence that the System for Awards Management website has been checked.
- 4.3.3 **Procurement Policy.** Grantee will provide State with a copy of its current local procurement policy.
- 4.3.4 **Lobbying Certification.** For all bids or proposals of third party contracts that exceed \$100,000, the Grantee will obtain from all bidders a signed Standard Form LLL Certification Regarding Lobbying, as required according to 31 U.S.C. 1352 and 49 CFR 20. The signed certification becomes part of the third party contract and must be provided to the State for its official contract file.
- 4.3.5 **Debarment and Suspension Certification.** For all bids or proposals of third party contracts that exceed \$25,000, the Grantee will obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200. The signed certification becomes part of the third party contract and must be provided to the State for its official contract file.

5 Conditions of Payment

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

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Name/Title: Mayjoua Ly, Outreach Coordinator or his/her successor.
 Address: Minnesota Department of Transportation
 Office of Civil Rights, Mail Stop 170
 395 John Ireland Boulevard, St Paul, MN 55155
 Telephone: (651) 366-3323
 Email: Mayjoua.ly@state.mn.us

State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Name/Title: Luis Brown-Pena, State Program Administrator Supervisor
 Address: 540 Fairview Avenue N
 Saint Paul, MN 55104
 Telephone: (651) 539-4120
 Email: luis.brown-pena@state.mn.us

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 Liability

Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of

this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim.

This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 **Termination by the State.** The State may terminate this agreement with or without cause, upon 30 days written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations.

These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

- 16 Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project.
- 17 Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- 18 Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.
- 19 Additional Provisions**
- 19.1 Appendix II 2 CFR Part 200 Federal Contract Clauses The Grantee agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, the Grantee shall have the same meaning as "Contractor" in the federal requirements listed below.
- 19.1.1 **Remedies.** Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 19.1.2 **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 19.1.3 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- 19.1.4 **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all

prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 19.1.5 **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 19.1.6 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- 19.1.7 **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 19.1.8 **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 19.1.9 **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has

not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

19.1.10 **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.

19.2 **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, The Grantee will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

19.3 **Nondiscrimination.** The Grantee hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which The Grantee receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.

19.4 **Federal Funding Accountability and Transparency Act (FFATA).** In accordance with 2 C.F.R. 170.220(a), the terms in Appendix A to 2 C.F.R. Part 170 are incorporated by reference into this agreement.

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s) 152137/T7901 - 3000454497

GRANTEE

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

By: 

Title: Deputy Commissioner

Date: 1-11-2019

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

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Exhibit A**Services to be performed by Grantee:**

Grantee is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, Grantee may choose to contract with community based organizations (CBOs) to deliver some of the services. In the event that Grantee chooses to contract with CBOs to deliver services, Grantee will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

Scope of Work and Deliverable

Grantee will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.
4. Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver highway heavy construction training for a cohort of students annually.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates completed training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

Tasks and Deliverables

1. **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

Deliverables:

- 1.1 Share customized screening processes and tools; and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools; and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, Grantee's staff will serve as a member of the review panel to review and approve candidates for admission to the training.
2. **Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.

Deliverables:

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
 - 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
 - 2.3 Participate in job fairs and other relevant events as needed. In addition, when Grantee holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.
3. **Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.

Deliverables:

- 3.1 Develop communications about highway heavy construction industry specific to women, minorities, and individuals from emerging communities.
 - 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
 - 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by January 31, 2019. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
 - 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.
4. **Task:** Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.

Deliverables:

- 4.1 Recruit up to 60 applicants who are women, minorities, and individuals from emerging communities.
 - 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and Grantee based on industry standards. The following list is a minimum requirement:
 - 4.2.1 Applicant must be a minimum of 18 years of age.
 - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
 - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
 - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
 - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
 - 4.3 Applicant must possess a high school diploma or GED certificate.
 - 4.4 Applicant must take the NCRC test or Grantee-designed Training Aptitude Assessment (TAA) and received a 4 for the math test and 4 in the reading for information test or equivalent math/reading TAA scorings.
 - 4.5 As a result of screening, a total of 25 applicants will be enrolled into the program.
 - 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.
5. **Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

Deliverables:

- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. Grantee will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.2 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.3 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.4 Provide list of individuals who are being referred to training to MnDOT PM.

6. **Task:** Provide job success skills training to help enrollees adapt to workplace culture.

Deliverables:

- 6.1 Job success skills class must include speakers who are highway heavy construction employers and individuals who are employed in the highway heavy industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by February 28, 2019.

7. **Task:** Contract with training vendor(s) to deliver highway heavy construction training for a cohort of students annually.

Deliverables:

- 7.1 Highway heavy training shall include but not limited to the following topics:
 - 7.1.1 Industry related mathematics – measurements, distance, area, volume;
 - 7.1.2 Industry terminologies;
 - 7.1.3 Safety training including OSHA-30 Certification;
 - 7.1.4 Basic hand and power tool use;
 - 7.1.5 Identification of proprietary highway construction equipment and practices;
 - 7.1.6 Overview of Temporary traffic control;
 - 7.1.7 Nutritional and physical preparedness/wellness and conditioning;
 - 7.1.8 Budgeting and unemployment insurance information;
 - 7.1.9 Basic training to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;
 - 7.1.10 Orientation to highway construction industry norms and culture via union and employer representatives;
 - 7.1.11 Industry specific job search techniques and resources, interviewing skills and job retention.
- 7.2 Training to include construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction environment.
- 7.3 Training shall be 6 weeks long and 6-7 hour long days.
- 7.4 Training shall be completed by spring of 2019.

8. **Task:** Provide case management services for program participants from the start to finish of training and for up to 24 months after training.

Deliverables:

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.
- 8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary assistance that ensures participants' retention in the program through graduation.

- 8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months.
 - 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
 - 8.5 For trainee(s) who have been let go from his/her job, Grantee will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that Grantee can work with the trainee(s) for a future job.
 - 8.6 Address the factors that present barriers to retention of employment for all graduates.
 - 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.
9. **Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

Deliverables:

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by January 31, 2019.
 - 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
 - 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
 - 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOT PM.
10. **Task:** Provide employment placement once graduates completed training.

Deliverables:

- 10.1 Engage employers during orientation of prospective recruits.
 - 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
 - 10.3 Provide mock interview sessions for trainees with potential employers.
 - 10.4 Organize at least one metro-wide recruiting fair. Grantee will recruit MnDOT contractors and union representatives to participate in the fair.
 - 10.5 Send job postings to graduates via social media.
 - 10.6 At a minimum, 17 of the 25 graduates will be placed in employment.
 - 10.6.1 Proof of employment includes a MnDOT/Grantee originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
 - 10.7 Report placement and placement hours to MnDOT PM quarterly.
 - 10.8 Receive a Performance Incentive of \$400.00 per program participant achieving 700 hours or 12 weeks continuous documented and verified employment (whichever occurs first) with a MnDOT project-affiliated employer. The participant's 700 hours of employment to be achieved within 6 months following the participant's formal graduation.
11. **Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

Deliverables:

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format will be provided by MnDOT PM)
- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
- 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)

12. **Task:** Submit program invoice with back up documentation monthly to MnDOT.

Deliverables:

- 12.1 Electronically submit a monthly program invoice to OCRGrantInvoices.DOT@state.mn.us by the 21st day of the following month. For example: January invoice due on February 21st.
- 12.2 For each invoice submitted, Grantee must provide back-up documentation for each line item(s) requesting payment.

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PROGRAM BUDGET

Salary/Fringe/Indirect/Non-Pers	\$130,079.00
Marketing/Job Fair	5,000.00
Travel, Mileage & Lodging	8,000.00
Performance Incentive	10,000.00
NCRC/Aptitude Test	4,500.00
Program Supplies	3,000.00
Workforce One	2,500.00
Enrollment & Program Orientation	4,000.00
Support Services Emergency Fund	20,000.00
Highway Heavy Construction Training	<u>99,000.00</u>
TOTAL	\$286,079.00

Program Budget Item Details

Salary, Fringe, Indirect, Non Pers Cost

Salaries

Project Manager – MAPE 15L – estimated 2/3 cost of 2080 hours per year

Empl & Trng Prog Spec Sr – MAPE 11L – estimated at 1/3 cost of 2080 hours per year

Fringe – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED’s rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%. The 35% calculation was researched and authorized by DEED’s Agency Financial Services Division.

Indirect - this category indicates “physical plant/location” integrals that would be shared/common to the location and would include office rent, cubicle space rent, utilities, security, telecommunications networks, computer networks, heating, water, electricity etc.

Non Personal - this category indicates those work activities and technical integrals that would not be shared or common in the facility and would include stationary and portable telecommunications devices, computers and peripherals, scanner, printers, educational materials, computer software, device maintenance etc.

Marketing - the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

Job Fair – Payment based on delivery of a job fair incorporating “prime” and “subcontractor” construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate-dedicated career job fair.

Travel, Mileage & Lodging - assigned to project-affiliated DEED staff/principals in the delivery to MnDOT contracted partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.

Performance Initiative - Performance Incentive of \$400 (four hundred dollars and zero cents) per program participant achieving 700 (seven hundred) hours or 12 (twelve) weeks employment with a MnDOT project-affiliated employer.

National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment - will be paid at \$75 per applicant for costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

Program Supplies – assigned to project-affiliated office supplies.

WorkForce One - the database to be shared by DEED and partners associated with the program. Payment will be made based on documentation of licensing fees, purchase of software and costs associated with maintaining the software incurred from the software vendor.

Enrollment and Program Orientation - program participant overviews and formal introductions to highway construction industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

Support Services Emergency Fund - Provide limited emergency/transitional support services funds to program participants (not to exceed budgeted amount)

Highway Heavy Construction Training - contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

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INVOICE NO. _____

EXHIBIT C

Final Invoice? Yes No

Invoice Instructions:

Grantee must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to OCRGrantInvoices.DOT@state.mn.us

MnDOT Contract No. 1032939

MnDOT PO Number: _____

Billing Period: From _____ to _____

Contract Expiration Date: Dec 31, 2020

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Agency & Statewide Indirect	\$130,079.00			
Marketing/Job Fair	\$5,000.00			
Travel, Mileage & Lodging	\$8,000.00			
Performance Incentive	\$10,000.00			
NCRC/Aptitude Test	\$4,500.00			
Program Supplies	\$3,000.00			
Workforce One	\$2,500.00			
Enrollment & Program Orientation	\$4,000.00			
Support Services – Emergency Fund	\$20,000.00			
Highway Heavy Construction Training	\$99,000.00			
Total Project Costs:	\$286,079.00			
Total Amount Due This Invoice:				

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

Grantee: Minnesota Department of Employment and Economic Development

Signature: _____

Print Name: _____

Title: _____

Exhibit F.A.I. Federal Award Information

NOTICE TO SUBRECIPIENT: This is a subaward of federal financial assistance from **Organization A** (hereinafter referred to as "recipient/pass-through entity") to **Organization B** (hereinafter referred to as "subrecipient").

Subrecipient Name: Minnesota Department of Employment and Economic Development	Subrecipient DUNS Number: 804832640
CFDA Name: Highway Training and Education	CFDA Number: 20.215
Federal Award Identification Number: OJT 8819(153) OJT 8819(153) Modification	Federal Award Date: November 29, 2018 March 4, 2020

<i>Is the Award for Research and Development?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Project Description: To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
Period of Performance Start and End Date: <u>January 7, 2019 – December 31, 2020</u>

Indirect Cost rate: N/A	Total Approved Cost Sharing/ Matching: N/A
Amount of Federal Funds Obligated by this action: \$75,600.00	Total Amount of Funds Obligated: \$361,679.00
Budget Approved by Federal Awarding Agency: \$361,679.00	Total of Federal Award: \$361,679.00

Contact for Federal Agency:

Name: Kris Riesenber

Address: 380 Jackson St, Ste 500
St Paul, MN 55101

Phone: (651) 291-6114

Email: kris.riesenberg@dot.gov

Contact for Recipient:

Name: Lorrie Janatopoulos

Address: 332 Minnesota St, Ste E200
St Paul, MN 55101

Phone: (651) 259-7572

Email: lorrie.janatopoulos@state.mn.us

AMENDMENT # 1 TO MnDOT Grant Agreement #: 1032939

Agreement Start Date:	<u>01/23/2019</u>	Original Agreement Amount:	<u>\$286,079.00</u>
Orig. Agreement Exp. Date:	<u>12/31/2020</u>	Prev. Amendment(s) Total:	<u>N/A</u>
Amended Exp. Date	<u>12/31/2020</u>	Current Amendment Amt:	<u>\$75,600.00</u>
		Current Agreement Total	<u>\$361,679.00</u>

Project Identification :	To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.		
State Project (SP):	<u>8816-2907</u>	Trunk Highway #:	<u>N/A</u>
Federal Project #	<u>OJT 8819(153)</u>		

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("State") and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("Grantee").

Recitals

1. The State has an Agreement with the Grantee identified as MnDOT Contract No. 1032939 ("Original Agreement") for the purpose of directing and managing the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
2. Original Agreement is being amended to add one additional highway heavy training and update Authorized Representatives. This amendment will reflect a change in the overall budget of the Original Agreement.
3. The State and the Grantee are willing to amend the Original Agreement as stated below.

Agreement Amendment

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

REVISION 1. Article 1.5 "Exhibits" is amended as follows: Exhibit A A-1: Detailed Scope of Work and Deliverables; Exhibit B B-1: Program Budget; Exhibit C C-1: Invoice; are attached and incorporated into this agreement.

REVISION 2. Sub Article 2.1 "Grantee's Duties" is amended as follows: Grantee, who is not a state employee, will perform the duties specified in Exhibit A A-1, which is attached and incorporated into this agreement.

REVISION 3. Sub Article 4.1.1 "Compensation" is amended as follows: Grantee will be paid up to a maximum of ~~\$286,079.00~~ \$361,679.00, according to the breakdown of costs contained in Exhibit B B-1, which is attached and incorporated into this grant agreement.

REVISION 4. Sub Article 4.1.4 "Total Obligation" is amended as follows: The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed ~~\$286,079.00~~ \$361,679.00

REVISION 5. Sub Article 4.2.1. "Invoices" is amended as follows: Grantee will submit invoices for payment by email to State's Office of Civil Rights, at OCRGrantInvoices.DOT@state.mn.us. Exhibit ~~C-1~~, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's ~~Authorized Representative~~ Project Manager, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Invoices must be submitted monthly for the eligible deliverable specified in Exhibit A A-1.

REVISION 6. Sub Article 6.2. "Authorized Representatives" is amended as follows:

6.2 Grantee's Authorized Representative is:

Name/Title: ~~Luis Brown Pena, State Program Administrator Supervisor~~ Lorrie Janatopoulos, Director,
CareerForce Systems
Address: ~~540 Fairview Avenue N~~ 1st National Bank Building
332 Minnesota St., Suite E200
Saint Paul, MN 55104 55101
Telephone: ~~(651) 539-4120~~ (651) 259-7572
Email: ~~luis.brown-pena@state.mn.us~~ lorrie.janatopoulos@state.mn.us

If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

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

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract #: 152137

SWIFT Purchase Order #: 3000454497

GRANTEE

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

By: Yvonne Janakopoulos

Title: Career Force Director

Date: 1/30/2020

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____

(with delegated authority)

Title: _____

Date: _____

MnDOT FINANCIAL MANAGEMENT – GRANT UNIT

By: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

Services to be performed by Grantee:

Grantee is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, Grantee may choose to contract with community based organizations (CBOs) to deliver some of the services. In the event that Grantee chooses to contract with CBOs to deliver services, Grantee will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

Scope of Work and Deliverable

Grantee will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.
4. Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver 2 highway heavy construction training for a cohort of students.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates complete training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

Tasks and Deliverables

1. **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

Deliverables:

- 1.1 Share customized screening processes and tools; and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools; and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, Grantee's staff will serve as a member of the review panel to review and approve candidates for admission to the training.

2. **Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the

objectives of the OJT SS.

Deliverables:

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
- 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
- 2.3 Participate in job fairs and other relevant events as needed. In addition, when Grantee holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.

- 3. **Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction industry.

Deliverables:

- 3.1 Develop communications about highway heavy construction industry specific to women, minorities, and individuals from emerging communities.
- 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
- 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by January 31, 2019. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
- 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.

- 4. **Task:** Recruit and screen for targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction training before enrollment.

Deliverables:

- 4.1 Recruit up to 180 applicants who are women, minorities, and individuals from emerging communities.
- 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and Grantee based on industry standards. The following list is a minimum requirement:
 - 4.2.1 Applicant must be a minimum of 18 years of age.
 - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
 - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
 - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
 - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
- 4.3 Applicant must possess a high school diploma or GED certificate.
- 4.4 Applicant must take the NCRC test or Grantee-designed Training Aptitude Assessment (TAA) and received a 4 for the math test and 4 in the reading for information test or equivalent math/reading TAA scorings.
- 4.5 As a result of screening, a total of 60 applicants will be enrolled into the program.
- 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.

- 5. **Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

Deliverables:

- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. Grantee will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.2 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.3 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.4 Provide list of individuals who are being referred to training to MnDOT PM.

6. **Task:** Provide job success skills training to help enrollees adapt to workplace culture.

Deliverables:

- 6.1 Job success skills class must include speakers who are highway heavy construction employers and individuals who are employed in the highway heavy industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by February 28, 2019.

7. **Task:** Contract with training vendor(s) to deliver 2 highway heavy construction trainings for a cohort of students.

Deliverables:

- 7.1 Highway heavy trainings shall include but not limited to the following topics:
 - 7.1.1 Industry related mathematics – measurements, distance, area, volume;
 - 7.1.2 Industry terminologies;
 - 7.1.3 Safety training including OSHA-30 Certification;
 - 7.1.4 Basic hand and power tool use;
 - 7.1.5 Identification of proprietary highway construction equipment and practices;
 - 7.1.6 Overview of Temporary traffic control;
 - 7.1.7 Nutritional and physical preparedness/wellness and conditioning;
 - 7.1.8 Budgeting and unemployment insurance information;
 - 7.1.9 Basic training to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;
 - 7.1.10 Orientation to highway construction industry norms and culture via union and employer representatives;
 - 7.1.11 Industry specific job search techniques and resources, interviewing skills and job retention.
- 7.2 Trainings to include construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction environment.
- 7.3 Trainings shall be 4-6 weeks long and 6-10 hour long days.
- 7.4 Trainings shall be completed by spring of 2020.

8. **Task:** Provide case management services for program participants from the start to finish of training and for up to 24 months after training.

Deliverables:

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.
- 8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary assistance that ensures participants' retention in the program through graduation.
- 8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation

and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months.

- 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
 - 8.5 For trainee(s) who have been let go from his/her job, Grantee will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that Grantee can work with the trainee(s) for a future job.
 - 8.6 Address the factors that present barriers to retention of employment for all graduates.
 - 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.
9. **Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

Deliverables:

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by January 31, 2019.
 - 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
 - 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
 - 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOT PM.
10. **Task:** Provide employment placement once graduates completed training.

Deliverables:

- 10.1 Engage employers during orientation of prospective recruits.
- 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
- 10.3 Provide mock interview sessions for trainees with potential employers.
- 10.4 Organize at least one metro-wide recruiting fair. Grantee will recruit MnDOT contractors and union representatives to participate in the fair.
- 10.5 Send job postings to graduates via social media.
- 10.6 At a minimum, 34 of the 48 graduates will be placed in employment.
 - 10.6.1 Proof of employment includes a MnDOT/Grantee originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
- 10.7 Report placement and placement hours to MnDOT PM quarterly.

11. **Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

Deliverables:

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format

will be provided by MnDOT PM)

- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
- 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)

12. **Task:** Submit program invoice with back up documentation monthly to MnDOT.

Deliverables:

- 12.1 Electronically submit a monthly program invoice to OCRGrantInvoices.DOT@state.mn.us by the 21st day of the following month. For example: January invoice due on February 21st.
- 12.2 For each invoice submitted, Grantee must provide back-up documentation for each line item(s) requesting payment.

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PROGRAM BUDGET

Salary/Fringe/Indirect/Non-Pers	143,679.00
Marketing/Job Fair	3,000.00
Travel, Mileage & Lodging	3,000.00
NCRC/Aptitude Test	2,000.00
Program Supplies	3,000.00
Enrollment & Program Orientation	2,000.00
Support Services Emergency Fund	10,000.00
Highway Heavy Construction Training	160,000.00
Housing/Meals (10 out-state lodging \$90 rm nights; 2 meals, 10 participants @ \$26 6-week training Monday – Friday)	<u>35,000.00</u>
TOTAL	\$361,679.00

Program Budget Item Details

Salary/Fringe/Indirect/Non-Pers

Project Manager – MAPE 15L – estimated 2/3 cost of 2080 hours (1/23/19 – 12/31/19)

Project Coordinator – MAPE 12L – estimated 1/3 cost of 2080 hours (1/23/19 – 10/31/19); 3/4 cost of 2080 hours (11/1/19 – 2/29/20).

Fringe – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED's rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%.

Indirect – this category indicates “physical plant/location” integrals that would be shared/common to the location and would include office rent, cubicle space rent, utilities, security, telecommunications networks, computer networks, heating, water, electricity etc.

Non Personal – this category indicates those work activities and technical integrals that would not be shared or common in the facility and would include stationary and portable telecommunications devices, computers and peripherals, scanner, printers, educational materials, computer software, device maintenance etc.

Marketing – the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

Job Fair – Payment based on delivery of a job fair incorporating “prime” and “subcontractor” construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate-dedicated career job fair.

Travel, Mileage & Lodging – assigned to project-affiliated DEED staff/principals in the delivery to MnDOT contracted CM Grant Amendment (Revised 08/18/2017).

partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.

National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment –costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

Program Supplies – assigned to project-affiliated office supplies.

Enrollment and Program Orientation – program participant overviews and formal introductions to highway construction industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

Support Services Emergency Fund – Provide limited emergency/transitional support services funds to program participants (not to exceed budgeted amount)

Highway Heavy Construction Training – contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

The remainder of this page has intentionally been left blank

INVOICE NO. _____

Final Invoice? Yes No

Invoice Instructions:

Grantee must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to OCRGrantInvoices.DOT@state.mn.us

MnDOT Contract No. 1032939

MnDOT PO Number: 3000454497

Contract Expiration Date: Dec 31, 2020

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Indirect/Non-Pers	\$143,679.00			
Marketing/Job Fair	\$3,000.00			
Travel, Mileage & Lodging	\$3,000.00			
NCRC/Aptitude Test	\$2,000.00			
Program Supplies	\$3,000.00			
Enrollment & Program Orientation	\$2,000.00			
Support Services – Emergency Fund	\$10,000.00			
Highway Heavy Construction Training	\$160,000.00			
Housing/Meals	\$35,000.00			
Total Project Costs:	\$361,679.00			
Total Amount Due This Invoice:				

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

Grantee: Minnesota Department of Employment and Economic Development

Signature: _____

Print Name: _____

Title: _____



MAD Project Number: 2019-108
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

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: \$89,966.00	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 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: 06/30/19

Contract: 152078
Number/Date/Entry Initials

Order: 3000454178
Number/Date/Signatures

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

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that through its Master Contract with Public Sector Consultants Inc., it will sub-contract with Public Sector Consultants Inc. to provide the services as identified in Exhibit A, which is attached and incorporated into this agreement.

2. Contacts:

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

3. Consideration and Terms of Payment:

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

The Requesting Agency will be invoiced four lump sum amounts based on the deliverables and payments identified in Exhibit A. The Division will also invoice up to \$6,664 for contract management fees. The total amount the Division will invoice under this agreement shall not exceed \$89,966.

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 satisfactory completion of deliverables as identified in Exhibit A, 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 January 14, 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 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 Melissa Brand. 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: Title: Date:	By: <i>Randa E Rayppa</i> Title: <i>Business Manager</i> Date: <i>Jan 10, 2019</i>

3. MnDOT Office of Contract Management

By/Date:

SC# 152078

PO# 3000454178



MEMO

TO Jessica Oh and Renee Raduenz
Minnesota Department of Transportation

FROM Krishnan Sudharsan and Jeff Williams

DATE January 8, 2019 (revised)

SUBJECT Proposal for Public Opinion Research Regarding Minnesota Highway Aesthetics

On behalf of our colleagues at Public Sector Consultants (PSC), we are pleased to present options for public opinion research regarding highway aesthetics in Minnesota especially around the Twin Cities metro area.

BACKGROUND

Historically the primary consideration while designing highways was the utility that they provided to the public. But done properly, highway thoroughfares can be much more—a community’s calling card via visual appeal; relaxing vehicle drivers and occupants via floral and arboreal growth cycles; and even traffic calming via visual clues and landscaping that can decrease excess traffic speeds. To wit:

- A study conducted in Sweden showed that during cherry-blossom time drivers moved on average 3km/hour slower in streets lined with cherry trees (Drottenborg, 1999).
- A quasi-field experiment conducted in Texas showed that accident rates by traffic volume declined after landscape improvements on urban streets (Mok et al., 2006).
- In simulator studies where participants rated the aesthetic appeal of road sections while driving at different speeds, researchers showed that both men and women drove slower on roads they found aesthetically pleasing (Zakowska, 2009) as well as drove slower in urban and suburban areas lined with trees than without trees (Naderi et. al, 2008).
- A study on tourist information needs and preferences showed that factors such as is the route pleasant to drive or is the road is a scenic byway did play into tourist choice (Eby and Molnar, 2002).

Beautification—broadly defined—has positive outcomes for commuters as well as positive spinoff effects on traffic safety.

PROBLEM STATEMENT

The Commissioner of Highways in Minnesota has statutory powers to sanction programs that can increase the natural beauty around Minnesota’s roadways. Minnesota statutes 2018, Section 160.801, Subdivision 1 allows the state Commissioner of Highways to establish programs “designed to encourage businesses, civic groups, or individuals to voluntarily assist with the improvement and maintenance of

real property comprising the trunk highway system, including bicycle and pedestrian trails, roadside monuments, and historic sites.” Activities that these groups may undertake is outlined in Subdivision 3 and includes aesthetic improvement such as “enhance pollinator habitat along highway rights-of-way”, “pick up litter along roadside”, “art and placemaking”, and “install enhancements, including landscaping materials, on trunk highway property.”

What is missing, however, is clarity on what value Minnesota residents, commuters, and government officials put on transportation aesthetics relative to other priorities. Is the relative existing, utilitarian highway from the Minneapolis/St. Paul International Airport to either downtown a problem—or not a problem? Are stark and/or bland highway corridors seen as a barrier to economic development activities—or do economic developers care more about transportation access and congestion? To visitors, what intentional and unintentional messages are being sent by the visual appeal—or lack thereof—of Minnesota’s transportation infrastructure?

It is imperative that MnDOT understand public perception of Minnesota highway aesthetics of its key stakeholders to best direct and prioritize public-private investments in transportation rights-of-way.

GOAL

This project aims to help MnDOT gain insight into stakeholder aesthetic perceptions of Minnesota’s state highways and corridors, both in the public at large as well as in selected highway corridors.

SCOPE OF WORK AND DELIVERABLES

This section outlines PSC’s proposed scope of work, project deliverables, and timeline for accomplishing project milestones in a six-month project period. It is envisioned that the work will comprise five main project task groups, including:

1. Coordinate project management
2. Synthesize the literature review provided by MnDOT staff
3. Design and deploy a public opinion aesthetic survey
4. Prepare and conduct focus group sessions/key informant interviews
5. Prepare final report

Specific project tasks are described in the following sections.

Task One: Coordinate Project Management

PSC will attend a kickoff meeting with the MnDOT management team to inform, guide, and facilitate the development and implementation of the final scope of work. This kickoff meeting will be held within 21 days of project award. For this meeting, PSC will provide MnDOT with an initial working outline of project plans, and the project team and MnDOT will review and discuss whether this initial working outline is effective. PSC will continue to communicate with the MnDOT project manager monthly via conference call and/or videoconference. External advisors may also participate at these meetings at the request of the MnDOT project manager.

Task One Deliverables

- Attendance at kickoff meeting
- Initial outline of project
- Monthly meetings with MnDOT project manager

Task Two: Synthesize a MnDOT-Provided Literature Review

MnDOT will conduct a literature review of research studies that have examined issues surrounding roadway aesthetics. This activity will allow PSC to review the knowledge that exists in this area, to understand the methodology used in previous studies, to develop a robust survey instrument, to plan out a focus group questionnaire, and to design a key informant questionnaire.

This step is important both to categorize existing findings linking beautification to economic development activities, as well as to demonstrate the benefits identified by other communities who have undertaken similar activities.

Task Two Deliverables

- MnDOT will deliver the findings from the MnDOT literature review to PSC by January 31, 2019. PSC will use the findings to shape the methodology in the project and will summarize the findings in the final report, as appropriate.

Task Three: Design and Deploy a Public Opinion Aesthetic Survey

PSC will conduct an on-line, statewide survey of the public to gauge the aesthetic sentiment towards Minnesota's highways.

PSC's work process is collaborative, informed, rigorous, and thoughtful, and we pride ourselves on a participatory model for developing survey instruments. During the initial meeting PSC will discuss with MnDOT staff the specific objectives for the survey data collection, gain a deeper understanding of what the survey is attempting to measure, explore prior questions that MnDOT may have used to gather information on public sentiment, and may discuss appropriate question wording and measurement scales. Representatives of MnDOT are welcome to add both questions unique to this project and, as appropriate, questions that may provide data comparable to other existing statewide or national research studies.

PSC will incorporate comments and feedback through the development process, and our consulting staff will help ensure that the resulting questionnaire is methodologically rigorous and—above all—useful. Two rounds of revisions on the draft survey instrument will be provided, with follow-up meetings likely held via conference call and/or videoconference. PSC assumes that the survey instrument will include a maximum of 45 variables (including one short open-ended question), be designed to be completed in ten minutes or less and include demographic variables. We envision heavy use of visuals in this survey—examples of good (and bad) highway aesthetics as well as asking participants to rate the aesthetics of existing Minnesota transportation corridors.

Once the survey instrument is designed, PSC will format and produce the final instrument for MnDOT approval. After the survey instrument is approved, PSC will contract the survey fielding to Survey Sampling International (SSI). PSC has been using SSI's data collection unit for nearly 20 years. As one of the leading public opinion research firms in the United States, SSI provides efficient and cost-effective

data collection along with high quality control standards. In addition, SSI maintains panels of members of the general public—carefully screened to represent the public as a whole—that are available for public opinion research.

PSC understands that MnDOT desires a statewide survey, and a sample of 800 adults yields a margin of error of +/- 3.5 percent. Due to the concentration of Minnesota's most heavily traveled highways in and around the Twin Cities region, another option is to field a statewide survey of 600 adults (margin of error +/- 4.0 percent) and then oversample the Twin Cities area with the additional 200 respondents to reduce the margin of error for the Twin Cities when analyzing the results by region. The overall price of the survey is nearly unaffected by the choice between these two options.

Task Three Deliverables

- Discuss survey objectives during initial kickoff meeting
- Resolve concerns over methodology including determination of sampling scheme
- Final survey instrument after two rounds of revisions

Task Four: Conduct focus group sessions/key informant interviews

PSC will conduct four focus groups, one each with four stakeholder groups: economic development officials, municipal/government leaders, professionals in tourism, and business leaders/owners. The focus groups will engage ten people from each stakeholder group. Our budget assumes that the focus groups will be held at MnDOT-identified and provided locations for no cost in the Minneapolis/St. Paul area only. PSC will send a two-person team to facilitate the focus groups. The focus groups will capture opinions on questions, such as:

- Has highway aesthetics been a concern in your community?
- What are the aesthetic resources available to your community?
- What are the aesthetic detractors of your community?
- Are there regional or statewide consequences due to the visual impact of highways in urban and suburban areas?

PSC will facilitate the focus groups, take notes, and analyze the results for inclusion in the final report. PSC will rely on MnDOT for providing logistical support for the focus groups. This support will include inviting the participants, providing the venue, and providing any ancillary support (food, child care, etc.) needed for the events. Focus groups typically can run up to two hours but two and half hours will be scheduled to allow for room set up and contingency time in case an event runs long.

PSC recognizes that important highways exist in areas of Minnesota like Duluth, Rochester, Mankato, St. Cloud, and other locations—and therefore PSC recommends key informant interviews within three additional statewide areas. In discussions with MnDOT staff, MnDOT agrees with this approach and will conduct the stakeholder interviews itself using a discussion guide provided by PSC. PSC will then integrate the key informant interview findings in the final report.

Task Four Deliverables

- PSC will conduct one focus group sessions each with four different stakeholder groups: economic development officials, municipal/government leaders, professionals in tourism, and business leaders/owners

- MnDOT will conduct a total of six in-person interviews within three different areas of the state and will provide raw interview notes as well as a summary of the interviews to PSC by May 15, 2019.
- PSC will summarize key findings from the PSC-led focus groups and MnDOT-led key informant interviews in the final report

Task Five: Prepare final report

Based upon the substantial public and stakeholder feedback provided through surveys, focus group sessions, and key informant interviews, PSC will draft a robust and actionable assessment of stakeholder sentiment with regards to highway aesthetics in suburban/urban areas of Minnesota. At a minimum the report will:

- Include a concise and strong executive summary of the findings
- Report on stakeholder sentiments towards highway aesthetics in Minnesota and show observed differences by demographics. Report observed regional differences.
- Describe whether Minnesota’s urban/suburban highways are viewed as a positive or negative aesthetic—and the reasons behind this view; contrast these findings with highways in rural areas (are the perceptions the same or different?)
- Stakeholder thoughts on steps to improve highway aesthetics
- Recommendations for the highway sponsorship program

The 20- to 25-page final report will present survey results, focus group session results, and key informant interviews in narrative form along with tables, graphs, and visualizations as deemed necessary. The report will be prepared for publication by PSC editors and graphic designers to assure that the report is plainly and clearly written and visually pleasing. In addition to completing a final written report, PSC staffers will be available for three presentations of the findings: remotely to MnDOT project team, and in-person at MnDOT’s main office to MnDOT key internal leaders as well as separately via MnDOT video conference facilities to a broader statewide transportation stakeholder audience identified by MnDOT. All presentations will include verbal comments as well as a summary PowerPoint presentation, and PSC staff will be available to answer any questions during the presentations about how to interpret the study results.

Task Five Deliverables

- A 20- to 25-page final report to MnDOT
- Stakeholder photographic log supplement
- PowerPoint presentation to MnDOT staff on study findings

STAFF

Our people are honest, smart, passionate, knowledgeable, thoughtful, open, creative, and diverse—in skills, experiences, interests, expertise, and perspectives. We have selected the following staff as key personnel on this project.

Jeff Williams

Project Manager

Jeff Williams is chief executive officer of Public Sector Consultants. He oversees the company's finances, personnel (50 employees and numerous affiliated consultants), client relations, and research projects. Jeff also serves as senior adviser for the firm's clients in the areas of K-12 general education and special education policy, higher education policy, public finance, large-scale program implementation, and evaluation and survey research. While with the firm, he has served as the principal investigator for BetterBuildings for Michigan, a multimillion-dollar statewide energy-efficiency project, and as a senior manager on a statewide project to operate an electronic workbook that tracks local school district compliance with federal special education laws and regulations. He has been with the firm since 1991.

Prior to joining PSC, Jeff was a program officer at the Midwestern Higher Education Commission. While there, he provided staff support to the Telecommunications Committee and assisted with management of a nine-state, \$18 million distance learning/interactive video equipment purchase program. He also provided staff support to the commission's Risk Management and Academic Course Scheduling committees.

Jeff completed an undergraduate degree with honors in International Relations from Michigan State University, a master's degree in Technology and Public Affairs from the University of Minnesota, and a Master of Business Administration with honors from the University of Michigan. He is also certified by the Project Management Institute as a Project Management Professional (PMP).

Julie Metty Bennett

Senior Analyst

Julie Metty Bennett is a senior vice president at Public Sector Consultants. As a principal of the firm, Julie manages the firm's environment and energy practice; oversees the marketing and communications team; provides strategic counsel and facilitation services; and manages projects for the company and its clients on a wide range of subjects, including land use, community and economic development, and natural resource management.

Prior to joining PSC in 2000, Julie worked for the Michigan United Conservation Clubs as an environmental policy specialist, representing the organization before local, state, and federal policymakers on energy, air quality, and waste management issues. She also managed a variety of issue-specific public education campaigns and coordinated grass-roots activities related to the 1996 voter initiative, Proposal G. Julie then joined the National Wildlife Federation, where she successfully coordinated energy policy advocacy campaigns to educate and mobilize individuals; organizations; and federal, state, and local policymakers in furtherance of Great Lakes protection issues.

Julie holds a BA in Interdisciplinary Studies in Social Science, with a concentration in Environmental Policy and a second major in Political Science, and an MS in Resource Development, with specialization in Environmental Toxicology, both from Michigan State University.

Claire Stevens

Senior Analyst

Claire Stevens is a senior consultant at Public Sector Consultants. As part of the energy and environment team, she specializes in issues such as land use planning; natural resources and the environment; outdoor recreation and tourism; active transportation; and social equity on local, state, and national levels.

Prior to joining PSC in 2018, Claire worked for the Michigan Department of Transportation as the department's tribal liaison and agency specialist for policy projects, aligning the agency with public transit users, communities, and tourists to increase economic vitality in Michigan. Before that, she worked at the Michigan Department of Natural Resources and Huron-Clinton Metroparks, with over 15 years of public service, covering issues including land use planning, zoning, strategic management, real estate law, utilities, and public recreation.

Claire holds a BS in Parks, Recreation, and Tourism concentrating in Natural Resources Management, as well as an MPP concentrating in Gender, Justice, and Environmental Change, both from Michigan State University (MSU). She is also an MSU Great Lakes Leadership Academy graduate and an appointed commissioner for Livingston County's Planning Commission.

Krishnan Sudharsan

Senior Analyst

Krishnan Sudharsan is a senior consultant at Public Sector Consultants. As part of the evaluation team, he works across policy areas to transform data into meaningful, actionable information using applied statistics, research methods, data manipulation, and visual analytics.

Prior to joining PSC, Krishnan was an education research consultant within the Michigan Department of Education Office of Career and Technical Education, where he was responsible for calculating and reporting on Michigan's secondary career and technical education (CTE) core performance indicators (CPIs). He managed the Michigan Follow-up Survey used to calculate the placement rate of Michigan's CTE program completers, and implemented departmental use of visual analytical tools, such as Tableau, in the analysis of CPI data, playing a key role in transforming CTE data into information for stakeholders. He also analyzed and reported on data pertaining to Michigan's early/middle college students, helped publish the annual CTE fact brochure, and held an annual CTE data workshop.

Krishnan holds a BS in Wildlife Ecology with a minor in Resource Economics and Policy from the University of Maine, an MPA with a Microeconomics concentration from George Washington University, and an MS in Fisheries and Wildlife from Michigan State University.

Jill Steiner

Senior Methodologist

Jill Steiner is the director of evaluation for Public Sector Consultants. She is responsible for leading the firm's evaluation projects, which includes overseeing project evaluators, providing oversight on methodology and metrics, and guiding data collection and development of actionable recommendations. Jill brings nearly 30 years of experience in planning and evaluating customer/client engagement, service delivery, infrastructure development, and market transformation programs.

Prior to joining PSC, Jill served as a principal in Cadmus' energy services division. In this role, she was responsible for leading dozens of process and impact evaluations for clients and managing a large portfolio evaluation for a Midwest utility that included review of multiple programs and cross-cutting research strategic marketing analysis, regulatory support, and assessment of new products and services. Before that, Jill served as manager of planning and evaluation at Snohomish County Public Utility District, where she established a department to support the implementation of best practices, achievement of aggressive goals and targets, and effective regional collaboration.

Throughout her career, Jill has served on several committees and collaborative groups, such as the Northwest Power and Conservation Council's Regional Technical Forum and the stakeholder workgroup for the Roadmap to Implementing Michigan's New Energy Policy. She holds a BA in Economics from Michigan State University and is pursuing an MS in Applied Economics from Johns Hopkins University.

ABOUT THE FIRM

Public Sector Consultants is an objective, nonpartisan research and consulting firm. Our services have been used to advance innovative solutions to difficult public policy challenges for over 39 years. Offering a full suite of services in research, implementation, facilitation, and evaluation, PSC has served hundreds of local, state, and federal government agencies, nonprofit organizations, and private businesses. Since our founding in 1979, PSC has built a reputation as the consulting firm of choice for anyone working to better people's lives.

Clients use PSC's research, management, analytical, and advisory capacities to develop and implement policies and strategic plans; improve internal management; identify stakeholder priorities and address conflicts between corporate and community interests; and identify political, regulatory, and economic factors influencing corporate and agency decisions.

The firm is experienced in staffing complex organizations, managing sizable contracts, adhering to deadlines, and providing professional and clearly written reports. PSC has 50 employees and a roster of affiliated consultants.

QUALITY AND ACCESSIBILITY

There is no substitute for quality. PSC has delivered thousands of projects to clients who rely on information to make decisions that affect people's lives. That is why PSC believes in creating content that is thorough and accurate with a high presentation value. To do this, all content, whether produced in house or externally, goes through a production process that incorporates client feedback. Our production team, made up of editors and designers, ensures writing accuracy, consistency, and flow. They also make sure the content is well formatted and designed to help tell the intended story. This quality control check comes standard with all PSC services and has already been accounted for in this proposal's timeline and budget.

PSC is also committed to producing content that is accessible to everyone. For this project, the final report and the summary PowerPoint will be ADA accessible.

TIMELINE AND BUDGET

Tasks will begin immediately upon receipt of a signed contract. PSC envisions a total timeline of approximately six months—four to six weeks for initial meeting and survey instrument design, two weeks for programming and fielding the survey, four weeks for focus group sessions and narrative analysis, four weeks for key informant interviews and narrative analysis, six to eight weeks for survey instrument data analysis and completion of the final report.

PSC will meet with MnDOT and draft the survey instrument by the end of February 2019, implement the survey and gather results in March, conduct focus groups and key stakeholder interviews along with narrative analysis in April and May, conduct additional analysis and draft the final report in from late May to early June, and finalize the report and make the final presentations in June.

The total cost of this project depends heavily on

- The depth of the literature review provided by MnDOT to PSC
- The length of the public opinion survey
- The number and location of focus groups
- The depth of the key informant interviews provided by MnDOT to PSC

The following table outlines PSC’s proposed budget for this scope of work.

Task	Timeline	Budget
Task 1: Coordinate project management	January–June	\$12,960
Task 2: Synthesize MnDOT literature review MnDOT will conduct the literature review and deliver it to PSC by January 31. PSC will review the findings in early February to influence the design of the opinion survey.	January-February	\$4,760
Task 3: Design and deploy public opinion aesthetic survey Web, N=800 respondents, general public ¹	February-March	\$15,172
Task 4: Conduct four focus groups Includes time to analyze results from the MnDOT-led key informant interviews (six participants)	April-May	\$18,680
Task 5: Prepare final report and make final presentations	May-June	\$31,730
Subtotal, PSC		\$83,302
MMS MAD contract management fee (3%)		\$5,554
Project total		\$89,966

¹ The price will decrease \$890 if only 600 statewide respondents are selected (i.e., no Twin Cities oversample).

SCHEDULE OF DELIVERABLES

PSC will invoice MnDOT based on the following deliverables and projected timeline:

Deliverable 1: Draft survey instrument and approved project outline	January	\$3,400
Deliverable 2: Pre-test survey instrument available online for MnDOT review	February	\$6,520
Deliverable 3: Survey results received by PSC; raw frequencies provided to MnDOT	March	\$19,000
Deliverable 4: Focus group guide approved	April	\$9,650
Deliverable 5: Four focus groups conducted	May	\$12,000
Deliverable 6: Draft report delivered to MnDOT	June	\$16,800
Deliverable 7: Final report and presentations to MnDOT (including ADA-accessible versions of report and PowerPoint)	June	\$15,932
Subtotal, PSC		\$83,302

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-108

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **MAD Project Number 2019-108 (MnDOT Contract No. 1033151)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **1, 3 and 5** of the original contract shall be amended to read:

1. Services to be Performed:

The Division agrees that through its Master Contract with Public Sector Consultants Inc., it will subcontract with Public Sector Consultants Inc. to provide the services as identified in Exhibit A, which is attached and incorporated into this agreement. In addition, Public Sector Consultants Inc. will provide a "custom" final report graphical treatment and final presentation as requested by the Division.

3. Consideration and Terms of Payment:

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

The Requesting Agency will be invoiced four lump sum amounts based on the deliverables and payments identified in Exhibit A. In addition, the Division will be invoiced \$5,040 for a "custom" final report and final presentation. The Division will also invoice up to \$6,664 \$7,067 for contract management fees. The total amount the Division will invoice under this agreement shall not exceed \$89,966 \$95,409.

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 satisfactory completion of deliverables as identified in Exhibit A and the "custom" final report and final presentation, with cumulative payments not to exceed the total agreed amount listed above.

5. Effective Dates:

This agreement is effective January 14, 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 ~~June 30~~ August 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the original agreement remain in full force and effect. The Original Interagency Agreement, and any previous amendments, are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <i>Randa E Randa</i> Title: <i>Business Manager</i> Date: <i>July 30, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:



MnDOT Contract #: 1033193

STATE OF MINNESOTA
INTERAGENCY PARTNERSHIP AGREEMENT
FOR
SHARED SPACE AT

MnDOT ST. CLOUD HEADQUARTERS, 3725 12TH STREET NORTH, ST. CLOUD, MINNESOTA 56303

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Agriculture ("Agriculture").

Recitals

1. Under Minnesota Statutes Section 471.59, subdivision 10, MnDOT and Agriculture are empowered to enter into interagency agreements; and
2. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
3. A contract that can be regularly updated is an efficient means to administer Agriculture's use of MnDOT space; and
4. This agreement supersedes and replaces MnDOT Contract Number 92571-P in its entirety.
5. Both parties are willing to enter this agreement.

Agreement

1. Term of Agreement; Survival of Terms; Incorporation of Exhibits

- 1.1. *Effective Date:* This Agreement will be effective on 03/01/2019, or the date MnDOT obtains all required signatures under Minnesota Statutes Section §16C.05, subdivision 2, whichever is later.
- 1.2. *Expiration Date:* This Agreement will expire on 02/28/2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. *Exhibits:* Exhibits A & B are attached and incorporated into this Agreement.

2. MnDOT's Responsibility

- 2.1. Provide Agriculture with office space, (work cubicles), needed to perform its functions, consisting of approximately 618 square feet, including 360 square feet of office space, 90 square feet of common space and 168 square feet of storage space. See Exhibit A for details. Space to be located at:
Transportation District 3B - St. Cloud, 3725 12th Street North, St. Cloud, Minnesota 56303
- 2.2. Provide utilities including heat, electricity, water and sewer.
- 2.3. Provide LAN and WAN capabilities, copier, printer, fax capability based on 250 copies per month.
- 2.4. Provide janitorial services and trash removal.
- 2.5. Provide building and yard maintenance including snow removal.
- 2.6. Provide building security and employee safety services.
- 2.7. Provide parking for Agriculture vehicles and guests.
- 2.8. Provide access 24 hours /day, 365 days/year to appropriate buildings and secured areas.

3. Agriculture's Responsibilities

- 3.1. Pay to MnDOT rent for the use of space, for each year of this agreement, and related cost.
- 3.2. Adhere to MnDOT's building operations practices, including but not limited to building security, safety, smoking, waste/recycling, parking and reasonable care of the space.

4. Method of determining payment amounts

- 4.1. MnDOT will annually, determine the square foot charges for rental space, provided that such amount does not exceed the amount specified in Article 5. MnDOT Office of Financial Management will determine the rental rate using a spreadsheet similar to Exhibit B.

5. Terms of Payment

- 5.1. *Space.* As rent for 618 square feet of leased space (office space- 360 square feet ("sf"), common space, 90 - sf and storage space – 168 sf), Agriculture will pay rent as listed in Exhibit B – Estimated Cost of Lease.
- 5.2. Rent will increase by an inflationary factor of 3% each year of the contract per Exhibit B.
- 5.3. As rent for office equipment use, Agriculture will pay MnDOT not more than \$840.00 annually for 5 people to use this equipment. Agriculture will provide their Cisco phones.
- 5.4. As rent for common port use, Agriculture will pay MnDOT not more than \$720 annually for 5 people. One port is allotted for each person.
- 5.5. Total Square Foot rented: 618 sf.
- 5.6. Total amount owed: \$48,117.15.
- 5.7. Agriculture will make payment to MnDOT for the use of the space, equipment and common ports specified, in monthly payments due at the end of each month of each state fiscal year of this agreement.
- 5.8. MnDOT must create and enter an invoice in SWIFT.
- 5.9. Agriculture will make payment using the bilateral netting process in SWIFT.
- 5.10. Agriculture will make payments, referencing MnDOT agreement number, directly to MnDOT, using MnDOT's vendor# 20036102300; directing payment to the:
Minnesota Department of Transportation
Accounting and Finance Section
395 John Ireland Blvd, MS 215
St. Paul, MN 55155
- 5.11. MnDOT will then credit the appropriate MnDOT District Operating Funds account for the District share.

6. Agreement Personnel

6.1. MnDOT's Authorized Representative and Project Manager will be:

Name: Mark Motschke (or successor)
Title: Facilities Supervisor, District 3B
Address: 3725 12th St. N., St. Cloud, MN 56303
Telephone: 320-223-6565
E-Mail: Mark.Motschke@state.mn.us

Responsibilities of the Project Manager; All partnerships should be paid up-front. The Project Manager is responsible for notifying Accounts Receivable before work is done so the partnership involving and funding from the partner will be in place before the work is done. The mailbox for accounts receivable is: MN_AR_Agreements@state.mn.us

6.2. The Agriculture's Authorized Representative will be:

Name: Doug Buhl (or successor)
Title: Facility Manager
Address: Freeman Building, 5th Floor, St. Paul, MN

Telephone: 651-201-6598
Email: Doug.Buhl@state.mn.us

7. Assignment, Amendments, Waiver and Contract Complete

- 7.1. Assignment. The Agriculture may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. Amendments. Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.
- 7.3. Waiver. IF MnDOT fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to subsequently enforce it.
- 7.4. Contract Complete. This Agreement contains all prior negotiations and agreements between MnDOT and Agriculture. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

- 8.1. Each party is solely responsible for its own employees for any worker's compensation claims. An employee of one party will not be considered an employee of the other party for any purpose.
- 8.2. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

9. State Audits

- 9.1. Under Minnesota Statutes §16C.05, subdivision 5, the Agriculture's books, records, documents and accounting procedures and practices relevant to this Agreement are subject to examination by the MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

10. Termination; Suspension

- 10.1. This Agreement may be terminated by either party, with cause, with 90 days written notice to the other party.
- 10.2. This Agreement may be terminated at any time by mutual agreement of the parties.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

MnDOT Contract #: 1033193

DEPARTMENT OF AGRICULTURE

By: Andrea Haubel
Title: Deputy Commissioner
Date: 2/27/19

COMMISSIONER OF TRANSPORTATION

By: [Signature]
Title: District Engineer
Date: 3/1/19

AGRICULTURE ENCUMBRANCE VERIFICATION

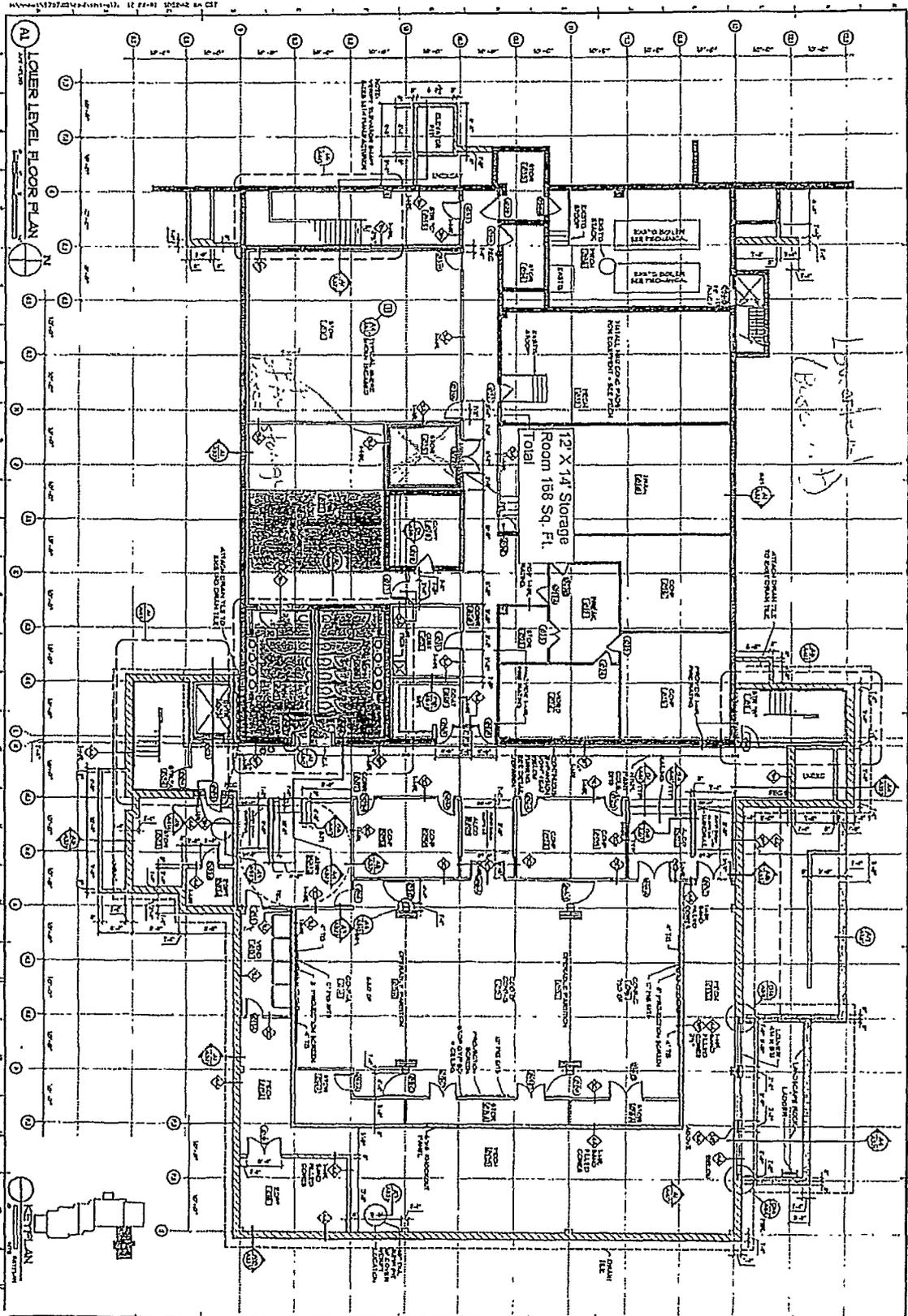
DocuSigned by:
By: Linda Rowley Lead Buyer
CFE1D297B76F48F...
Date: 2/27/2019

SWIFT Contract #: 153714

SWIFT Purchase Order #: 3000031052

MnDOT CONTRACT MANAGEMENT

By: [Signature]
Date: March 1, 2019



A131 SHEET	 SEH Architecture 1200 24th Ave S St. Cloud, MN 56301 763-325-1111 www.seh.com	ADDITION / RENOVATION ST. CLOUD AREA HEADQUARTERS FOR MN DOT & STATE PATROL MAY 2013 PROJECT NO. 1033193	I certify that this plan, specification, or contract was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Minnesota. <i>[Signature]</i> 10/11/13	MNDOT 1033193 1033193 DATE PLOTTED SHEET NO. 13 OF 13
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MnDOT Contract No. 1033193
 Exhibit B: Estimated Cost of Lease

Building: St Cloud MnDOT District 3B Headquarters, 3725 12th Street North, St. Cloud, Minnesota 56303

FY 18 Baseline - Actual Costs	Amount
FY 1B Annual Operating Expense (AOP)	\$ 1,439,308.83
Capital Expenditures (CE)	\$ 675.76
Depreciation (D)	\$ 352,628.82
Subtotal (AOP+CE+D)	\$ 1,792,613.41
Admin+10% Article 2, Subarticles 2.2-2.8	\$ 179,261.34
Total Costs (Subtotal + Admin)	\$ 1,971,874.75
Square Footage for Facility	165,267
Cost per Square Foot	\$ 11.93
Agriculture square foot usage	618
Agriculture Yearly Rental FY 2018	\$ 7,372.74

Period	From	To	Est. Infl. Inc. Per Year	Cost Per SF	Yearly Space Rental	Yearly Cost of Office Equip	Yearly Cost of Common Port Usage	Yearly total cost of Lease	Quarterly Rental	Monthly Rental
Baseline year	3/1/2018	2/28/2019		\$ 11.93	\$ 7,372.74	\$ 840.00	\$ 720.00	\$ 8,932.74	\$ 2,233.19	\$ 744.40
First Year	3/1/2019	2/29/2020	3%	\$ 12.29	\$ 7,593.92	\$ 840.00	\$ 720.00	\$ 9,153.92	\$ 2,288.48	\$ 762.83
Second Year	3/1/2020	2/28/2021	3%	\$ 12.66	\$ 7,821.74	\$ 840.00	\$ 720.00	\$ 9,381.74	\$ 2,345.44	\$ 781.81
Third Year	3/1/2021	2/28/2022	3%	\$ 13.04	\$ 8,056.39	\$ 840.00	\$ 720.00	\$ 9,616.39	\$ 2,404.10	\$ 801.37
Fourth Year	3/1/2022	2/28/2023	3%	\$ 13.43	\$ 8,298.08	\$ 840.00	\$ 720.00	\$ 9,858.08	\$ 2,464.52	\$ 821.51
Fifth Year	3/1/2023	2/29/2024	3%	\$ 13.83	\$ 8,547.02	\$ 840.00	\$ 720.00	\$ 10,107.02	\$ 2,526.76	\$ 842.25
Total Estimated Cost of Lease								\$ 48,117.15		

Office equipment and Port Usage are input and not subject to an inflationary factor.

Input cells are light orange.

Baseline year costs

Admin+10% Article 2, Subarticles 2.2-2.8



MAD Project Number: 2019-145
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

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: \$61,457.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund: 2700	Fund:	Fund:
Appr ID: T790068	Appr ID:	Appr ID:
Financial Dept ID: T7930015	Financial Dept ID:	Financial Dept ID:
Rept Catg: T0001020 / 0253	Rept Catg:	Rept Catg:
Amount: \$ 61,457.00	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: 06/30/2019

Contract: 154468
Number/Date/Entry Initials

Order: 3000464316
Number/Date/Signatures

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

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that through its Master Contract with The Improve Group it will sub-contract with The Improve Group to provide the services as identified in Exhibit A, which is attached and incorporated into this agreement.

2. Contacts:

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

3. Consideration and Terms of Payment:

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

The Requesting Agency will be invoiced four lump sum amounts based on the deliverables and payments identified in Exhibit A. The Division will also invoice up to \$4,552 for contract management fees. The total amount the Division will invoice under this agreement shall not exceed \$61,457.

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 satisfactory completion of deliverables as identified in Exhibit A, 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 March 15, 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 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 Melissa Brand. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

Approved:

1. Requesting Agency	2. Management Analysis and Development
By:	By: <i>Renee E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>March 14, 2019</i>

MnDOT Contract Management

By/Date:

EXHIBIT A

Proposal for a
**Public Engagement Evaluation
Framework**

Submitted to MN Department of Transportation

March 5, 2019

The **Improve** Group

CONTENTS

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TAILORED PROPOSAL

In the following pages we have included a preliminary workplan to develop a public engagement evaluation framework for the MN Department of Transportation (MnDOT). As we developed this workplan, we were mindful of the end goal to create a plan that would be manageable, relevant, and appropriate.

Regarding the timeframe of this project, we are flexible and are able to get a quick start as soon as contracting is completed. We will be using an iterative approach, building on what we learn in each activity to help inform the next. However, some of the activities could also be done concurrently or even combined. So, the timeframe will really depend on your priorities and the availability of participants. In our experience, it is important to plan an adequate time span to recruit a variety of stakeholders to ensure a broad range of participation.

Inception

The Improve Group begins every project with an inception period where we collaborate with our clients to clarify and refine the scope of work, identify key questions the project seeks to answer, understand roles and responsibilities, establish key contacts, confirm the project schedule, and discuss desired outcomes of the project. We have found that building consensus early in the project is a critical component of its success.

For this project, we suggest a two-hour kick-off meeting to further clarify the vision for and use of the framework. The Improve Group will prepare for and conduct this meeting, which will include several agenda items, including:

- **Background** – We hope to learn more about how the focus on evaluation and learning evolved.
- **Stakeholders** – We will discuss key stakeholders important to developing the evaluation framework.
- **Facilitation process** – Discuss the style of the facilitation process and how it should feel to participants.
- **Documents** – We will learn about program-related materials and information useful to understanding the context (e.g. list of programs, program relationships/dynamics).

Pre-Design

In this phase, we will design our approach to the project. Keeping in mind the importance of creating buy-in across a wide variety of stakeholders, we often find it useful to conduct pre-interviews with work group members to gauge their thinking and help guide the design of meetings.

- **Identify Work Group** – As noted above, we will discuss stakeholder participation during the inception phase. We will do a stakeholder analysis to identify critical partners and people as it relates to guiding and advising the evaluation framework.
- **Interviews** – We will conduct interviews with various individuals identified in each MnDOT district. The information collected in these interviews will be useful in understanding what questions people have about evaluating public engagement and what components are necessary to develop in order to make such evaluation useful.
- **Design Meeting** – We will bring the analysis of the interviews, along with a proposed sketch of the facilitation process to a design meeting with critical MnDOT staff. This meeting will take the

information gathered through interviews and our proposed agendas with the goal of determining the final approach, style, and timeline for the work group meetings.

Design Workshops

As we've noted throughout this proposal, the order, content, and participation in these design workshops will be determined during the inception phase. So, what we have described below is the general content-focus of each workshop. The number of workshops will have to be determined in future conversations and hinges on the availability of work group members, ability to travel, and other logistical concerns. **We anticipate up to 5 half-day workshops being required to complete the work.**

For all of these workshops, we will draw on our strong facilitation skills and deep experience in evaluation and learning planning. Our entire staff is trained on the [Technology of Participation, or ToP®](#), method of facilitation. This method focuses on recognizing and honoring contributions of all stakeholders of a particular group or issue. While many resources focus on "what" to do, ToP focuses on "how" to engage stakeholders, such as in evaluation planning and interpretation.

We anticipate conducting workshops that incorporate at least these following themes:

- **Classification of MnDOT projects** – understanding how MnDOT classifies projects will help to develop the groundwork for a "plug and play" evaluation framework. If projects type and project phases can be categorized, there is an opportunity for developing explicit public engagement evaluation activities that can be assigned to each type of project category.
- **Identify Public Engagement Outcomes** – after understanding the types of typical projects and phases, a discussion will occur to identify the desired public engagement outcomes for each.
- **Theory of Action Development** – This workshop will focus on creating a Theory of Action for MnDOT public engagement. The document will serve as a high-level strategic document that outlines how public engagement affects MnDOT work and identifies the changes that result from it.
- **Evaluation Questions Development** – Building on the work in the Theory of Action and classification of project workshops, we will ask the group, "What do we want to learn?" from this effort; we will then develop questions from those statements.
- **Indicator / Metrics Development** – Together, we will map out current data collection systems, identify any currently collected data, and then map this information onto the Theory of Action. We will also work to develop a preferred state of data collection systems should the current state have known gaps.
- **Rubric Development** – There are multiple levels of decision making that need to be accounted for: type of project, level of engagement, types of evaluation questions, and types of measurements. We will assist the work group in developing appropriate rubrics that will help guide the decision making when developing a public engagement evaluation.
- **Analysis Plan Development** – Based on the indicator development workshop, we will develop an analysis plan. This plan will lay out all the indicators, data collection methodologies, and analysis techniques associated with a particular evaluation question.
- **Public Engagement Plans** – Discuss the process in which individual public engagement plans can be incorporated into public engagement planning.
- **Evaluation Framework Review** – We will hold a workshop with the group to walk-through and edit a draft of the evaluation framework.

Reporting

In this final phase, we will synthesize all the information and findings from the workshops into one cohesive plan. Based on our discussions during the inception phase, we will use a format and design that facilitates an ease of use, especially for those responsible for implementing the plan.

Potential Phase 2

Given the timeline of this project, it may be difficult to facilitate the meetings, create the framework, and create helpful data collection tools. In which case, if a Phase 2 is possible, we would propose that this be the time to concentrate on developing data collection tools like surveys and interview protocols. We would also suggest this second phase would be a great time to discuss a strategy for rolling out the framework across the agency.

SUMMARY BUDGET

Our estimate budget of **staff time** for the phases proposed above in Tailored Proposal section are as follows:

Phase	Deliverable	Estimated Budget	Possible Timeline
Inception & Pre-Design	Work group facilitation schedule and itineraries	\$9,415	Mid-March 2019
Design Workshops	Completed Theory of Action. A document that describes high-level outputs, outcomes, impacts, and potential measures for MnDOT public engagement efforts	\$14,361	Late April 2019
Design Workshops	Approved analysis plan that outlines how each potential public engagement evaluation question can be answered. This document will outline the evaluation questions broken down by project type. Each question will have a list of indicators and data collection methodologies.	\$24,561	Late May 2019
Reporting	Finalized public engagement framework document that incorporates feedback from the work group. The workplan will include the Theory of Action, Analysis Plan, and a step-by-step process for setting-up and designing a public engagement evaluation.	\$8,568	Late June 2019
MAD Administration Fee	8% of total budget (\$56,905)	\$4,552	
Total:		\$61,457	

The scope of work, budget, and timeline proposed will remain valid for 30 days. Should it take longer than 30 days to enter into a contract for this scope, budget, and timeline, we are committed to working with you to develop a mutually agreed upon scope, budget, and timeline that work for both The Improve Group and The Raptor Center.

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2019-145

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2019-145 (Contract: 154468, Order: 3000464316, MnDOT Contract No. 1033752)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

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

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

1. Services to be Performed:

The Division agrees that through its Master Contract with The Improve Group it will sub-contract with The Improve Group to provide the services as identified in Exhibit A, which is attached and incorporated into this agreement, in accordance to the revised workshops and billing timeframes identified below:

<u>Inception</u>	<u>\$9,415</u>	<u>Billed</u>
<u>Workshops 1&2</u>	<u>\$10,000</u>	<u>May</u>
<u>Workshops 3-5</u>	<u>\$15,000</u>	<u>June</u>
<u>Final documentation</u>	<u>\$22,490</u>	<u>June 30</u>
<ul style="list-style-type: none"> - <u>Tools to support consistency in scaling MnDOT Public Engagement within IAP2 framework</u> - <u>Evaluation framework that aligns with the IAP2 spectrum of public engagement:</u> <ul style="list-style-type: none"> <u>*Recommended engagement activities (MnDOT-specific) that align with IAP2 spectrum</u> <u>*Evaluation questions that align with engagement activities</u> <u>*Recommended methodologies to answer evaluation questions</u> <u>*Documentation required for specific data collection needs</u> 		
<u>MAD Administration Fee—8% of total budget (\$56,905)</u>	<u>\$4,552</u>	
<u>TOTAL</u>	<u>\$61,475</u>	

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

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <i>Renda E. Rupp</i> Title: <i>Business Manager</i> Date: <i>June 3, 2019</i>

3. ENCUMBRANCE VERIFICATION

BY/DATE: N/A

4. MNDOT CONTRACT MANAGEMENT:

BY/DATE:

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Federal Project Number: SPR CR 19(001)

Project Identification: Cultural Resources Information System (CRIS) Phase III - Rewrite

This agreement is between the Minnesota Department of Transportation ("MnDOT") and the **Office of MN.IT Services ("MN.IT")**, though its **Minnesota Geospatial Information Office ("MnGeo")**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.200 (FHWA Highway Research and Development Program).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **December 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 0181.
- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed **\$769,743.70**.

4 Conditions of Payment

- 4.1 All services provided by MnGeo under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo will follow Minnesota Information Technology (MNIT) practices of submitting monthly charges via MNIT computing services bill.

5 Agreement Personnel

- 5.1 MnDOT's Authorized Representative will be:
 - Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)
 - Address: Minnesota Department of Transportation
Consultant Services, Mail Stop 680
395 John Ireland Boulevard, St. Paul, MN 55155-1800
 - Telephone: 651-366-4692
 - E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)
 Address: Minnesota Department of Transportation
 Cultural Resources Unit, Mail Stop 620
 395 John Ireland Boulevard, St. Paul, MN 55155-1800
 Telephone: 651-366-3616
 E-Mail: jacob.foss@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Dan Ross, Geographic Info Sys Director
 Address: Minnesota Geospatial Information Office
 658 Cedar Street
 St. Paul, MN 55155
 Telephone: 651-201-2460
 E-Mail: dan.ross@state.mn.us

6 Amendments

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

7 Liability

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

8 Termination

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

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10 Contractor Payment Form Requirement

10.1 If MnGeo is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGeo must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGeo must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGeo to be withheld. MnGeo must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

MnDOT ENUMBRANCE VERIFICATION

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

Signed:

Date:

SWIFT Contract ID No. _____

SWIFT Purchase Order ID No. _____

MnDOT

(with delegated authority)

Signed:

Title:

Date:

MNIT

DocuSigned by:
Signed: Tracy Gerasch
Title: MNIT Procurement Director
Date: 5/10/2019

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

SCOPE

MnDOT's Cultural Resources Unit (CRU) is in need of assistance in the full rewrite of the third phase of the Cultural Resources Information System (CRIS) application, data, and web services. CRIS Phase III focuses on integrating the statewide archaeological site and historic property inventories, and primarily enhancing CRIS Phase II. CRIS Phase I replaced the legacy CRIS application with a web-based solution that assists MnDOT's CRU increase efficiency and reduce workload in tracking, recording, and managing reviews of MnDOT projects and their impacts on cultural resources. CRIS Phase I implemented a new Oracle database and the functionality required for basic data transactions – creating new data and editing existing data. CRIS Phase I also implemented the functionality and reporting needed to track CRU undertakings from beginning to end. CRIS Phase II further increased efficiency and reduced workload by adding Geographic Information System (GIS) functionality and other features to CRIS.

This contract further refines the current CRIS III system by fixing existing errors and providing better tools and GIS functionality. Moreover, CRIS Phase III will eventually provide near real-time access to the State Historic Preservation Office's (SHPO) Historic Property Inventory plus provide real-time access to the Office of the State Archaeologist's (OSA) Sites Inventory via Web Map Service (WMS). The end result is a pooled inventory of cultural resources data both maintained and hosted by each respective agency. This saves MnDOT time, money, and boosts confidence in CRU review assessments and enhances financial effectiveness for all agencies involved. Existing permission levels in CRIS II have carryovered to CRIS III.

Task Descriptions

MnGeo will perform the following tasks:

Task 1: Project Management, Administration, and Business Analysis

- 1.1 General project management work including project design, planning, and project status documentation.
- 1.2 Regular meeting with MnDOT staff to review progress on and discuss any issues related to the project.
- 1.3 Business analysis services to further define any task or details that need to be further defined.
- 1.4 General project administration and planning services including contract modifications, accounting, invoicing, budget tracking, travel time, and meeting arrangement.

Task 2: CRIS - All System Set up

- 2.1 Conduct the following:
 - 2.1.1 Development environment set up.
 - 2.1.2 Production environment set up.
 - 2.1.3 Setup source code and software development lifecycle

Task 3: CRIS - Data Migration

- 3.1 Create processes to Extract, Transfer, and Load (ETL) data from MnDOT Oracle databases into PostgreSQL RDBMS.

Task 4: CRIS - Tasks for Application Development

- 4.1 Conduct the following:
 - 4.1.1 Additional requirements analysis.
 - 4.1.2 System design and approval
 - 4.1.3 User login / profile
 - 4.1.4 Template creation
 - 4.1.5 Notice board
 - 4.1.6 Undertaking search interface
 - 4.1.7 Recreate tabs 1 – 5 and creation of new tab 6 Agreements tab. Specific tab deliverables can be found in Tab Details below.

Task 5: Mapping Component and Integration into Application

- 5.1 Conduct the following:
 - 5.1.1 Setup map services.
 - 5.1.2 Recreate existing group layers

- 5.1.3 Add the following new layers, as follows:
 - a. Archaeological sites (from OSA portal)
 - b. Previous archaeological surveys
 - c. Cemetery/earthworks (burial sites from OSA portal)
- d. OSA's unrecorded cemetery database (This data needs to be created [NOT INCLUDED IN THIS CONTRACT], if/when created before the end of the contract, this data will be added as a layer).
 - e. OSA's quarter-section polygon WMS
 - f. Right-of-way layer
 - g. State Transportation Improvement Program (STIP) layer and Capital Highway Investment Plan (CHIP)
 - h. Statewide parcels layer
 - i. MN Model Phase 4 layer group
- 5.1.4 Edit existing map functionality
- 5.1.5 Create new map functionality, as follows:
 - a. Search by township-range-section
 - b. Get "water resources"
 - c. Better placed labels so still able to view boundary outlines and names
 - d. Display feature detail for highways

Task 6: Connection to and Update of Crystal reports

- 6.1 Attend meetings with MnDOT crystal reports staff.
- 6.2 Provide documentation of new schema for MnDOT staff.
- 6.3 Create firewall openings to facilitate reports.
- 6.4 Create application display page to show reports.

Task 7: Connection to Document Management System (eDOCS)

- 7.1 Meet with MnDOT eDOCS staff.
- 7.2 Provide creation of CRIS schema/profile.
- 7.3 Gain understanding of the eDOCS Application Programming Interface (API).
- 7.4 Implement eDOCS API into project code for uploads.
- 7.5 Create interface to manage tags.
- 7.6 Create display to mimic folders based upon tags.

Task 8: Create Historic Cemetery Data

- 8.1 Create Historic Cemetery Data provided by MnDOT CRU unit by association of an existing cemetery record with either one or more land ownership parcel boundaries using a parcel identification number (or numbers) or association with Public Land Survey System (PLSS) sections, quarter-section or quarter-quarter section boundaries using an existing PLSS description.
- 8.2 Perform Quality Assurance/Quality Control (QA/QC) validation of the data using the available cemetery attribute information and spatial comparison techniques agreed upon by MnDOT.
- 8.3 Perform high level planning of the process with MnDOT review to spatially enable the data.
- 8.4 Validate data with MnDOT review and communication.
- 8.5 Perform documentation and metadata creation.

Task 9: Managed Hosting – System Maintenance and Infrastructure

- 9.1 Infrastructure: Work with MnDOT on the geospatial managed hosting environment, which is recommended to support the minimum requirements for ArcGIS Server. For the purposes of this project, the production and development infrastructure will be available for 12 months of FY20 and 6 months in FY21. This project includes production deployment, but coordinate with MnDOT on the needs for future hosting and system administration going forward.
- 9.2 Provide a secure, reliable platform for hosting and deploying MnDOT's GIS data, web services, and applications. This includes problem solving, periodic software and system upgrades. Evaluate new applications, as needed, against the capabilities of the infrastructure deployed.

- 9.3 Ensure system performance, provide adequate data storage, and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
- 9.4 Address any reported issues.
- 9.5 Answer questions as appropriate
- 9.6 Coordinate with Minnesota Information Technology (MnIT) Managed Hosting regular Operating Systems (OS) patching and updates.

EXPECTATIONS

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. MnGeo staff will keep MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
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4. Provide MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MnIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through MnDOT's primary contact.
6. If additional resources are required for the shared environment specifically because of MnDOT deployments or at a request for additional resources by MnDOT's primary contact, MnDOT's infrastructure costs will be increased accordingly.

System Maintenance:

System maintenance will be assessed each month. System maintenance is estimated at 25 hours per server per year.

Timeline: Products and services will be provided throughout the duration of the agreement.

MnDOT Deliverables, Duties, and Responsibilities

Under the terms of this agreement, MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by MnDOT staff.
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3. Acting through MnDOT's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

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Add exemption Status
Tab 2: Project List
Project list (projects associated with undertaking)
Project Detail (8 input fields without validation to PUMA)
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Feature detail (6 fields)
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Tab 6: Agreements (new tab)
Ability to track memoranda of Understanding (name, date, completion)
Role matrix integration / user security separation

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Direct Labor Costs

Task	GIS Basic	GIS Intermediate	GIS Advanced	Total
Task 1				
Project Management, Administration, and Business Analysis	0	0	2497	2497
Task 2				
CRIS - All System Set up	160	0	476	636
Task 3				
CRIS - Data Migration	0	0	280	280
Task 4				
CRIS - Tasks for Application Development	0	10	1918	1928
Task 5				
Mapping Component and Integration into Application	0	1204	630	1834
Task 6				
Connection to and Update of Crystal reports	0	0	128	128
Task 7				
Connection to Document Management System (eDOCS)	0	0	660	660
Task 8				
Create Historic Cemetery Data	110	0	30	140
Task 9				
Managed Hosting – System Maintenance and Infrastructure	0	0	150	150
Total Hours	270	1214	6769	8253
Fixed Hourly Rate	\$ 62.60	\$ 80.60	\$ 95.70	
Total Direct Labor Costs:	\$ 16,902.00	\$ 97,848.40	\$ 647,793.30	\$ 762,543.70

Direct Expense Costs (must provide documentation)

Description	Rate	Unit	Cost
Similar to G46DAWOSAGE001 (18 months)			\$ 3,600.00
Similar to G46DDLOSADB1001 (18 months)			\$ 3,600.00
Total Direct Expenses			\$ 7,200.00

TOTAL CONTRACT AMOUNT**\$ 769,743.70**

State Project Number:	Payment Reporting Period: to	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State’s Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State’s OCR (at Joyce.Brown-Griffin@state.mn.us); State’s Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor’s Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? (indicate)	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official’s Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:		Phone Number:	Fax Number:

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073



MnDOT Agreement Number: 1033768

AMENDMENT NUMBER 1 TO MnDOT AGREEMENT NUMBER: 1033768

Agreement Start Date: May 14, 2019	Original Agreement Amount:	\$ 769,743.70
Original Agreement Expiration Date: December 31, 2020	Previous Amendment(s) Total:	\$ N/A
Current Agreement Expiration Date: December 31, 2020	Current Amendment Amount:	\$ 7.50
New Agreement Expiration Date: July 31, 2021	Total Amended Agreement Amount:	\$ 769,751.20

Federal Project Number: SPR CR 19(001)**Project Identification:** Cultural Resources Information System (CRIS) Phase III - Rewrite

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“MnDOT”) and Minnesota Geospatial Information Office (“MnGeo”).

RECITALS

1. MnDOT has an agreement with MnGeo identified as MnDOT Agreement Number 1033768 (“Original Agreement”) to further refine the current CRIS system by fixing existing errors and providing better tools and Geographic Information System functionality.
2. Contractor requires additional time, additional scope and a slight adjustment to the Original Agreement budget. The purpose of this project is to replace MnDOT’s current Cultural Resource Information System (CRIS) II application. Midway through this project, MnIT@MnDOT informed the project team that CRIS II needed to be retired in October 2020, instead of in December 2020. In order to ensure that MnDOT’s Cultural Resources Unit (CRU) does not have a gap between October and December when they have no working project review application, MnGeo will build a simplified version of CRIS III that will be released in October. This simplified version, called CRIS III Minimum Viable Product (MVP), will have all the core functions that the CRU requires. The full version of CRIS III is now planned to be released in February of 2021. MnGEO will support the CRIS III app and fix bugs until the new end of the agreement.
3. MnDOT and MnGeo are willing to amend the Original Agreement as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted agreement terms will be struck out and the added agreement terms will be bolded and underlined.

REVISION 1. Subarticles 1.2-1.3 are amended as follows:

- 1.2 Expiration Date: This agreement will expire on ~~December 31, 2020~~ **July 31, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits ~~A through C~~ **A-1, B-1 and C** are attached and incorporated into this agreement.

REVISION 2. Subarticle 2.2 is amended as follows:

- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A ~~B-1~~ **A-1**.

REVISION 3. Subarticles 3.1-3.2 are amended as follows:

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit ~~B-B-1~~.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed ~~\$769,743.70~~ **\$769,751.20**.

REVISION 4. Subarticle 5.1 is amended as follows:

- 5.1 MnDOT’s Authorized Representative will be:
- Name/Title: ~~Kendall Lausche~~ **Ashley Duran**, Contract Administrator (or his/her successor)
- Address: Minnesota Department of Transportation
Consultant Services, Mail Stop 680

395 John Ireland Boulevard, St. Paul, MN 55155-1800

Telephone: ~~651-366-4692~~

E-Mail: ~~kendall.lausche@state.mn.us~~

ashley.duran@state.mn.us

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

MnDOT ENCUMBRANCE VERIFICATION

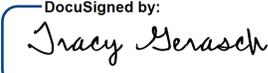
Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

MnGeo

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

Signed:  _____
58BE08075AF6441...

Title: Procurement Director _____

9/14/2020
Date: _____

MnDOT

(with delegated authority)

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

SCOPE

MnDOT's Cultural Resources Unit (CRU) is in need of assistance in the full rewrite of the third phase of the Cultural Resources Information System (CRIS) application, data, and web services. CRIS Phase III focuses on integrating the statewide archaeological site and historic property inventories, and primarily enhancing CRIS Phase II. CRIS Phase I replaced the legacy CRIS application with a web-based solution that assists MnDOT's CRU increase efficiency and reduce workload in tracking, recording, and managing reviews of MnDOT projects and their impacts on cultural resources. CRIS Phase I implemented a new Oracle database and the functionality required for basic data transactions – creating new data and editing existing data. CRIS Phase I also implemented the functionality and reporting needed to track CRU undertakings from beginning to end. CRIS Phase II further increased efficiency and reduced workload by adding Geographic Information System (GIS) functionality and other features to CRIS.

This contract further refines the current CRIS III system by fixing existing errors and providing better tools and GIS functionality. Moreover, CRIS Phase III will eventually provide near real-time access to the State Historic Preservation Office's (SHPO) Historic Property Inventory plus provide real-time access to the Office of the State Archaeologist's (OSA) Sites Inventory via Web Map Service (WMS). The end result is a pooled inventory of cultural resources data both maintained and hosted by each respective agency. This saves MnDOT time, money, and boosts confidence in CRU review assessments and enhances financial effectiveness for all agencies involved. Existing permission levels in CRIS II have carryovered to CRIS III.

Task Descriptions

MnGeo will perform the following tasks:

Task 1: Project Management, Administration, and Business Analysis

- 1.1 General project management work including project design, planning, and project status documentation.
- 1.2 Regular meeting with MnDOT staff to review progress on and discuss any issues related to the project.
- 1.3 Business analysis services to further define any task or details that need to be further defined.
- 1.4 General project administration and planning services including contract modifications, accounting, invoicing, budget tracking, travel time, and meeting arrangement.

Task 2: CRIS - All System Set up

- 2.1 Conduct the following:
 - 2.1.1 Development environment set up.
 - 2.1.2 Production environment set up.
 - 2.1.3 Setup source code and software development lifecycle

Task 3: CRIS - Data Migration

- 3.1 Create processes to Extract, Transfer, and Load (ETL) data from MnDOT Oracle databases into PostgreSQL RDBMS.

Task 4: CRIS - Tasks for Application Development

- 4.1 Conduct the following:
 - 4.1.1 Additional requirements analysis.
 - 4.1.2 System design and approval
 - 4.1.3 User login / profile
 - 4.1.4 Template creation
 - 4.1.5 Notice board
 - 4.1.6 Undertaking search interface
 - 4.1.7 Recreate tabs 1 – 5 and creation of new tab 6 Agreements tab. Specific tab deliverables can be found in Tab Details below.

Task 5: Mapping Component and Integration into Application

5.1 Conduct the following:

- 5.1.1 Setup map services.
- 5.1.2 Recreate existing group layers
- 5.1.3 Add the following new layers, as follows:
 - a. Archaeological sites (from OSA portal)
 - b. Previous archaeological surveys
 - c. Cemetery/earthworks (burial sites from OSA portal)
 - d. OSA's unrecorded cemetery database (This data needs to be created [NOT INCLUDED IN THIS CONTRACT], if/when created before the end of the contract, this data will be added as a layer).
 - e. OSA's quarter-section polygon WMS
 - f. Right-of-way layer
 - g. State Transportation Improvement Program (STIP) layer and Capital Highway Investment Plan (CHIP)
 - h. Statewide parcels layer
 - i. MN Model Phase 4 layer group
- 5.1.4 Edit existing map functionality
- 5.1.5 Create new map functionality, as follows:
 - a. Search by township-range-section
 - b. Get "water resources"
 - c. Better placed labels so still able to view boundary outlines and names
 - d. Display feature detail for highways

Task 6: Connection to and Update of Crystal reports

- 6.1 Attend meetings with MnDOT crystal reports staff.
- 6.2 Provide documentation of new schema for MnDOT staff.
- 6.3 Create firewall openings to facilitate reports.
- 6.4 Create application display page to show reports.

Task 7: Connection to Document Management System (eDOCS)

- 7.1 Meet with MnDOT eDOCS staff.
- 7.2 Provide creation of CRIS schema/profile.
- 7.3 Gain understanding of the eDOCS Application Programming Interface (API).
- 7.4 Implement eDOCS API into project code for uploads.
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- 9.4 Address any reported issues.
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- 9.6 Coordinate with Minnesota Information Technology (MnIT) Managed Hosting regular Operating Systems (OS) patching and updates.

Task 10: Minimum Viable Product (MVP)

- 10.1 MnGeo will devise a plan for the CRIS III minimum viable product. This MVP will be created and deployed by October 15th, 2020.

EXPECTATIONS

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MnDOT staff and reported to MnGeo through MnDOT's primary contact. MnGeo staff will keep MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
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Total Direct Expenses			\$ 9,600.00

TOTAL CONTRACT AMOUNT **\$ 769,751.20**



MAD Project Number: 2019-170
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation- Office of Transit and Active Transportation
MAD Contact: Abra Pollock

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: \$90,160.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

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

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: 3/13/20

Contract: 156131
Number/Date/Entry Initials

Order: 3000469316
Number/Date/Signatures

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

This is an agreement between the Minnesota Department of Transportation- Office of Transit and Active Transportation (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. Contacts:

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

Management Analysis and Development: Abra Pollock

Requesting Agency: Victoria Nill

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 644 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 \$90,160.00.

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

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

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 April 26, 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 13, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Melissa Brand. 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. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>April 12, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date: 156131 / 3000469316	Date:

Proposal

Department of Transportation, Office of Transit and Active
Transportation—Visioning and Strategic Planning for Transit
April 9, 2019

Proposal prepared by:

Abra Pollock
651-259-3814

Abra.Pollock@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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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

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Minnesota Department of Transportation (MnDOT) Office of Transit and Active Transportation (OTAT) administers state and federal programs to support the 59 public transit systems that local governments and nonprofit organizations operate throughout greater Minnesota.¹ With a 2018 office reorganization, a new organizational chart, and a director who recently accepted the position on a permanent basis, OTAT is now well-positioned to undertake a visioning and strategic process for its transit function. This participatory process seeks to energize and inspire transit staff, while also helping OTAT successfully adapt to emergent and future trends in the rural transit sector.

Products

MAD has prepared this proposal offering OTAT two phases. During Phase 1, MAD would facilitate a robust visioning process, delivering the following products:

- A memo documenting the environmental scan, incorporating both the desk research and outcomes from the staff working sessions, as well as a risk assessment (in an appendix),
- Draft and final agendas in advance of the environmental scan and visioning working sessions, and
- A “practical vision statement” for OTAT’s transit function, developed through the visioning session.

As a key deliverable under Phase 2, MAD would produce an internal strategic plan (designed by OTAT staff in working sessions that MAD will facilitate) that identifies how OTAT can lead, innovate, and create efficiencies to better support transit in greater Minnesota. Other Phase 2 products include:

- Workshop 1 outputs: Documentation of OTAT’s key values and goals, internal strategies, and investments, and
- Workshop 2 outputs: Documentation of prioritized internal strategies and investments and corresponding Implementation Plan.

Phase 2 assumes that OTAT staff are available to participate in two all-day strategic planning sessions scheduled for two consecutive months (or scheduled every other month, over a period of three months).

Finally, MAD consultants would produce a project plan that achieves the milestones and work style preferences described in OTAT’s existing strategic planning scope of work (SOW), currently in draft form.

¹ Minnesota Department of Transportation. “Transit in Minnesota: Meeting the needs of transit users.” Accessed March 6, 2019, <https://www.dot.state.mn.us/transit/about.html>.

Activities, Timeline, and Project Costs

Phase 1: Visioning

The overall timeline for Phase 1 of the project would be April 26, 2019 (or when the interagency agreement is signed) through October 11, 2019.

If the interagency agreement is not signed by April 24, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs. MAD would work flexibly within the estimated hours listed below to be responsive to client needs and would seek amendment to the interagency agreement if needed, based on shifts in the activity schedule.

Activities	Hours
<p>A. Laying the groundwork</p> <p>MAD consultants would meet with OTAT leadership and supervisors to:</p> <ul style="list-style-type: none"> • Create a shared understanding of the project’s purpose, expected outcomes, and leadership’s role. • Discuss whom leaders and supervisors will recommend to serve on a 5- to 10-member Strategic Planning Committee (SPC). • Review MAD’s proposed activities, including an approach to broadly involve OTAT staff in the working sessions on an environmental scan and visioning (such as by facilitating these sessions at OTAT’s bi-monthly all-staff meetings). • Agree together how OTAT leadership will communicate to staff the goals of the visioning process and what to expect. <p>Also during this phase, MAD will draft a sample “SPC invitation email” for OTAT leaders to send to nominated staff and will organize an initial meeting of the SPC.</p> <p>MAD recommends that the SPC members represent a cross-section of functions and opinion-leaders from various OTAT units who either volunteer for the role or are nominated by their supervisors. The advantage of such a committee makeup is that the experience will help employees develop leadership abilities, lay the groundwork for change management needed to implement the vision, and energize the staff more broadly across the office (instead of just senior leaders and supervisors).</p> <p>Following these meetings, MAD consultants will prepare a project plan and coordinate directly with the SPC, while providing written updates to OTAT leadership and supervisors. If SPC members have limited availability, regular meetings can be held only once a month.</p>	<p>25</p>
<p>B. Environmental scan and technical memorandum</p> <p>MAD will carry out an environmental scan of the rural transit sector for the next 5 to 10 years. The purpose of the scan will be to inform considerations for OTAT’s practical vision statement and strategic plan. MAD will conduct the scan through two steps: a desk review and a facilitated working session with OTAT staff.</p>	<p>110</p>

Activities	Hours
<ul style="list-style-type: none"> • <i>Desk review:</i> MAD consultants will review background documents pertinent to the future of rural transit and MnDOT that the SPC and client recommend, such as the 20-year Greater Minnesota Transit Investment Plan, “Trends and Opportunities” section; trend papers from the Statewide Multimodal Transportation Plan (SMTP); the Advancing Transportation Equity D2 Pilot study (produced by MAD for MnDOT); MnDOT’s 2018-2022 Strategic Operating Plan; and any reports published by the University of Minnesota Center for Transportation or from the March 2019 Minnesota Transportation Conference. The desk review will incorporate a risk assessment of significant trends. MAD will present its initial desk review findings to the SPC and will circulate a summary of findings to the office as a whole in advance of the working sessions, at which participants will discuss the document in greater depth. • <i>Facilitated working sessions:</i> As a means of energizing staff, and to avoid creating additional demands on time, MAD will propose conducting the environmental scan session during OTAT’s regularly scheduled, bi-monthly all-staff meeting. MAD will submit the draft agenda to the client and the SPC for their feedback. The session will incorporate participatory methods to solicit OTAT staff members’ input on future trends in rural transit, such as via a strengths, weaknesses, opportunities, and threats (SWOT) analysis. Any district staff who cannot attend in person will be invited to email MAD their written input in advance. <p>Following these two steps, MAD consultants will present the overall findings of the environmental scan (incorporating the working sessions) to the SPC for them to prioritize using the following questions: What have we learned from this data? Which trends will likely influence OTAT the most? What are our main takeaways or conclusions?</p> <p><u>Deliverable:</u> MAD will use SPC input on these questions to produce the draft memo, which will include: a) the results of the environmental scan (desk review), b) a summary of OTAT (such as major work items, state and federal requirements, and current organizational structure), c) documentation of the SWOT analysis, d) significant themes and factors from the “external” (opportunities/threats) and “internal” (strengths/weaknesses) SWOT categories, and e) a risk assessment based on the threats and weaknesses.</p> <p>MAD consultants will revise the memo, based on client feedback, to produce a final version.</p>	
<p>C. Visioning session</p> <p>In the third phase of the assignment, MAD consultants will design and co-facilitate a visioning session, scheduled during an OTAT all-staff meeting to avoid making additional demands on staff time. The purpose of the two-hour session will be to create a shared vision of “who OTAT will be” three to five years from now, based on a focus question and a “practical vision” question:</p>	65

Activities	Hours
<ul style="list-style-type: none"> • <i>Proposed focus question:</i> How can we (OTAT) prepare for and adapt our services to the rural transit operating environment that is emerging over the next 5 to 10 years? • <i>Proposed “practical vision” question:</i> What do we want to see in place at OTAT in three to five years as a result of our actions to prepare and adapt? <p>To help participants during the session, MAD will distribute in advance the environmental scan memo, which will describe the emerging operating environment that the OTAT staff have defined themselves. MAD will also distribute in advance MnDOT’s 2018-2022 Strategic Operating Plan—a major component of how MnDOT is strategically moving into the future and a helpful reference for the long-term vision of the agency as a whole.</p> <p>MAD will aim to schedule the session when OTAT staff from the districts plan to be in St. Paul.</p> <p><u>Deliverable:</u> As a product of this session, MAD consultants will present the SPC and the project client with a draft “practical vision statement.” MAD will revise the statement based on their feedback.</p>	
<p>D. Finalize deliverables</p> <ul style="list-style-type: none"> • Revise memo based on OTAT feedback • Revise draft working session agenda based on OTAT feedback • Revise draft visioning session agenda based on OTAT feedback • Revise practical vision statement based on OTAT feedback 	25
Subtotal	225
Project management, including client communication (18%)	41
Total Phase 1 hours	266
Total Phase 1 costs: (266 hours times \$140)	\$ 37,240

Phase 2: Full strategic planning process, two all-day working sessions (continues on from Phase 1, Visioning)

MAD would work with the client to develop a strategic planning process that meets OTAT’s objectives and adheres to its work style preferences, as described in the OTAT draft strategic planning SOW (and reflected in the project phases and activities outlined in the table below). We could facilitate working sessions for OTAT to develop key values and goals to guide internal work, prioritize its internal strategies based on outcomes of previous sessions and in alignment with other important MnDOT strategy documents (such as the 2018-2022 Strategic Operating Plan), and design an internal strategic plan that will identify and describe priorities for OTAT transit planning and programs, preparing the office for a variety of scenarios.

After facilitating the development of these deliverables, MAD will lead OTAT staff at a working session to design a corresponding implementation plan, which will provide a “road map” for how to dedicate resources and translate these priorities into action over the next 6 to 12 months.

The timeline for Phase 2 would be October 14, 2019 through March 13, 2020. In Phase 2, MAD assumes that OTAT staff would be available for two, full-day strategic planning sessions.

Activities	Hours
<p>A. Project oversight and coordination (six-month period of performance)</p> <ul style="list-style-type: none"> • "Road show:" Visit each unit's staff meeting to co-present with an SPC member on OTAT's strategic planning process and upcoming activities • Using inputs from SPC members, design a communication plan for the assignment to describe the overall strategic planning process and how OTAT staff input will be solicited and used • Recurring activity: Monthly SPC meetings (help to design agenda and facilitate meeting) • Recurring activity: Monthly progress reports for OTAT client • Recurring activity: Weekly project check-in meetings with OTAT client 	100
<p>B. Full day workshop: "OTAT Internal Values and Goals" and "Strategic Planning and Investments"</p> <ul style="list-style-type: none"> • Design session and submit draft agenda to client for review • Circulate session materials in advance to OTAT staff, including the MnDOT 2018-2022 Strategic Operating Plan (with which OTAT's internal strategies should align) • Facilitate full-day workshop on "Values and Goals" and "Strategic Planning and Investments" • Transform session work products (e.g., worksheets, flipcharts, etc.) into typed notes • <u>Deliverable:</u> Documentation of OTAT's key values and goals, internal strategies, and investments 	75
<p>C. Full day workshop: Prioritizing internal strategies and investments and "Implementation Planning"</p> <ul style="list-style-type: none"> • Design session and submit draft agenda to client for review • Circulate session materials in advance to OTAT staff, including the MnDOT 2018-2022 Strategic Operating Plan (with which OTAT's implementation planning should align) • Facilitate full-day workshop to prioritize internal strategies and investments and design implementation plan, including sequence of events and roles/responsibilities • Transform session work products into typed notes • <u>Deliverable:</u> Prioritized internal strategies and investments; Implementation Plan 	80
<p>D. Strategic Plan</p> <ul style="list-style-type: none"> • <u>Deliverable:</u> Strategic plan that incorporates the environmental scan, practical vision, values and goals, prioritized internal strategies and investments, and implementation plan (including sequence of events and roles/responsibilities) 	35
<p>E. Finalize deliverables</p> <ul style="list-style-type: none"> • Revise draft working session agendas (3) based on SPC and client feedback 	30

Activities	Hours
<ul style="list-style-type: none"> Revise OTAT internal values, goals, strategies, and investments based on SPC and client feedback Revise strategic plan (including implementation plan) based on SPC and client feedback 	
Subtotal	320
Project management, including client communication (18%)	58
Total Phase 2 hours	378
Total Phase 2 costs: (378 hours times \$140)	\$ 52,920
GRAND TOTAL HOURS: (266 hours plus 378 hours)	644
GRAND TOTAL COSTS: (644 hours times \$140)	\$90,160

Documentation

MAD would provide the draft and final memo, final session agendas, practical vision statement, and internal OTAT strategic plan and associated appendices in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Victoria Nill. The MAD project lead would be Abra Pollock; other MAD consultants would also provide services to the client.

Client Responsibilities

The client would provide timely access to information and staff necessary to complete the work within the anticipated time period. In particular, the client would be responsible for:

- Identifying relevant reference documents for the environmental scan, and providing access to any of these documents that are not publicly available
- Along with other OTAT leaders and supervisors, suggesting members of the SPC and sending invitations (drafted by MAD) to these individuals to join the committee
- Ensuring that SPC members are available to participate in committee activities
- Ensuring that staff are available to participate in working sessions and workshops

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final memo and strategic plan would be public. Data on individuals (such as provided by staff during working sessions) is private data. The client 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.

**AMENDMENT to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2019-170**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation- Office of Transit and Active Transportation**, has an interagency agreement identified as **2019-170 (Contract: 156131, Order: 30000469316)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective April 26, 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 13, 2020~~ April 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Feb 6, 2020</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

**AMENDMENT #2 to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2019-170**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation- Office of Transit and Active Transportation**, has an interagency agreement identified as **2019-170 (Contract: 156131, Order: 30000469316)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective April 26, 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, 2020~~ June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

**AMENDMENT #3 to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2019-170**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation- Office of Transit and Active Transportation**, has an interagency agreement identified as **2019-170 (Contract: 156131, Order: 30000469316)** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

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

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective April 26, 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 ~~June 30, 2020~~ December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *April 18, 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:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Allison McGuire or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Sue Buhl

Date: 4-19-19

Purchase Order No.: 156404/3000470291

3. DEPARTMENT OF TRANSPORTATION

By: Seema Desai
(with delegated authority)

Title: Director, Office of Equity & Diversity

Date: 04.18.2019

2. MINNESOTA MANAGEMENT & BUDGET

By: [Signature]
(With delegated authority)

Title: DC

Date: 4/22/19

Mn/DOT Contract Management

 [Signature] 4-19-2018

STATE OF MINNESOTA
INTERAGENCY AGREEMENT Amendment 1

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Recitals

1. The Parties agree to amend this agreement to increase the amount of the agreement.
2. The State and the Contractor are willing to amend the Original Work Order as stated below.

Amendment

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

Revisions

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed ~~\$25,000~~ \$32,500 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Nicole Res

Date: 10-28-19

Purchase Order No.: 3000505355

3. DEPARTMENT OF TRANSPORTATION

By: Melissa Braum
(with delegated authority)
Title: Asst. Director, Cons Services

Date: 10/28/19

2. MINNESOTA MANAGEMENT & BUDGET

By: Daniel Wood
(With delegated authority)

Title: Chief Financial Officer

Date: 10-28-2019

4. MnDOT CONTRACT MANAGEMENT

By: Ayan Ganche

Date: 10/28/2019

STATE OF MINNESOTA
INTERAGENCY CONTRACT

This Contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Administration ("Admin").

Contract

1. Term of Contract

- 1.1 Effective Date: This Contract will be effective on July 1, 2019 or the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2, whichever is later.
- 1.2 Expiration Date: This Contract will expire on 6/30/2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work, Incorporation of Exhibits

- 2.1 MnDOT and Admin have agreed to the terms of the Work Plan set forth in Exhibit A, attached hereto and expressly incorporated herein.

3. Consideration and Payment

- 3.1 MnDOT will submit a monthly payment of \$4,000 to Admin.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to Admin under this Contract will not exceed \$48,000.00.

4. Conditions of Payment

- 4.1 All services provided by Admin under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving Admin invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify Admin within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay Admin within 30 days of receipt of such invoice.
- 4.3 Admin must create and enter an invoice in SWIFT for all services provided under this agreement.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

5. Contract Personnel

- 5.1 MnDOT's Authorized Representative will be:
 - Name: Cassandra Isackson, or successor.
 - Telephone: 651-234-7210
 - Email: cassandra.isackson@state.mn.us
- 5.2 Admin's Authorized Representative will be:
 - Name: Jerry Larson, or successor.
 - Telephone: 651-201-2331
 - Email: jerry.t.larson@state.mn.us

5.3 Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this agreement.

6. Amendments

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

7. Liability

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

8. Termination

8.1 Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party. In the event of such termination, Admin shall be entitled to payment determined on a prorated basis, for work or services satisfactorily performed.

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COMMISSIONER OF ADMINISTRATION

(with delegated authority)

By: C.A. [Signature]

Title: Director, FMD

Date: 6/26/19

COMMISSIONER OF TRANSPORTATION

By: [Signature]

Title: Assistant Division Director

Date: 6/27/2019

MnDOT Contract Management

By: [Signature]

Date: 7/2/2019

STATE ENCUMBRANCE VERIFICATION

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

By: [Signature]

Date: 7/2/19

SWIFT Contract # 161271

SWIFT Purchase Order # 485680

Exhibit A Work Plan

Admin will provide:

- Oversight of Admin staff and contract vendors, review of construction-related documents, recommendation and oversight for building related services.
- Building Manager will meet monthly with MnDOT Aeronautics staff followed by a tour of the facility. Additional meetings and work will be performed as needed.
- Twice weekly, maintenance engineering staff will walk through the building for visual inspection of mechanical equipment, lighting, etc. Additional visits and service will be performed as needed.
- Other trades services such as mechanical, carpentry, electrical, and machinist will be provided as needed.
- Building equipment and maintenance schedules will be entered into Archibus work order system so preventive maintenance is completed and information regarding equipment repairs can be easily tracked.
- Provide emergency facility services as needed 24 hours a day, 7 days a week.
- Provide MnDOT Aeronautics with emergency contact list, updated monthly.
- Perform additional services through our Repair and Other Jobs (ROJ) function as requested by MnDOT Aeronautics (such as painting, adding or relocated electric outlets, etc.); alternatively, MnDOT Aeronautics may contract with other vendors.
- Upon receipt of funding information from MnDOT, submit Project Initiation Form (PIF) for building engineering and safety assessment to Admin's Real Estate and Construction Services.
- Fully participate in process to ensure accurate building engineering and safety assessment, and provide recommendations to MnDOT Aeronautics upon completion of report.

MnDOT will provide:

- Fund a building engineering and safety assessment.
- Directly purchase and pay vendors for services not provided by Admin such as utilities, janitorial, grounds, trash and recycling, building insurance, city fees, pest control, fire extinguisher inspections, etc.
- Fund large repairs and maintenance costs not part of this agreement.
- Notify Admin of building concerns through Service Line (651-201-2300) or Building Manager.
- Determine future of building upon completion of building engineering and safety assessment.

Admin and MnDOT will collaboratively:

- Review financial position after the close of each fiscal year.
- If expenditures are significantly different than budget, we may jointly decide mid-year to either change the rate or shift additional charges to ROJ.
- Determine what level of service Admin will provide on longer-term basis after future of building has been decided.

ORIGINAL

MnDOT Contract No. 1034259

	Grant Agreement	Page 1 of 3
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Minnesota Department of Public Safety ("State") Office of Traffic Safety Suite 1620 445 Minnesota Street St. Paul, MN 55101	Grant Program: 2019 Crash Report Analysis Project No.: 19-05-07 Grant Agreement #: A-CRASH19-2019-MNDOT-005
Grantee: MN Department of Transportation/ Office of Traffic, Safety and Technology 1500 W. County Road B2 Roseville, MN 55113	Grant Agreement Term: Effective Date: 4/16/2019 Expiration Date: 9/30/2020
Grantee's Authorized Representative: Brad Estochen / bradley_estochen@state.mn.us 651-234-7011 Office of Traffic, Safety and Technology 1500 W. County Road B2 Roseville, MN 55113	Grant Agreement Amount: Original Agreement \$ 280,383.00 Matching Requirement \$ 0.00
State's Authorized Representative: Shannon Ryder / shannon.ryder@state.mn.us 651-201-7082 Suite 1620, 445 Minnesota Street St. Paul, MN 55101	Federal Funding: CFDA 20.616 FAIN: 18X920405cMN17 State Funding: None Special Conditions: Yes; see page 3

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement.

Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2019 Crash Report Analysis Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street 1620; St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2019 Crash Report Analysis Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Agreement

Page 2 of 3

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

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

Signed: Gail FolksDate: 6/10/19Grant Agreement No. A-CRASH19-2019-MNDOT-005
PO No. 3000059320**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: [Signature]Print Name: Brian SorensonTitle: OTE Office DirectorDate: 5/9/19Signed: [Signature]Print Name: Christopher RoyTitle: Assistant Division DirectorDate: 6-3-19**3. STATE AGENCY DEPARTMENT OF PUBLIC SAFETY**Signed: [Signature]Title: DirectorDate: 6-7-2019**4. MnDOT OFM - Grants Management:**Signed: Holly Digitally signed
Title: Folkers by Holly Folkers
Date: 2019.06.03
13:04:02 -05'00'**5. MnDOT Contract Management**Signed: [Signature]
Title: Contract Mgmt. Supv.
Date: 6/3/2019Distribution: DPS/TAS
Grantee
State's Authorized Representative



Special conditions

1. Time limitations on funding use:

150,000.00 is available from April 16, 2019 through September 30, 2019

130,383.00 is available from October 1, 2019 through September 30, 2020. It is only available to the Grantee to spend upon receipt of funding approval from the National Highway Traffic Safety Administration.

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

MnDOT Contract No. 1034259

Application: A-CRASH19-2019-MNDOT-005

Budget Item Program Component: FFY19

~~Budget Item Program Component: Minnesota Crash Records Audit~~

Budget Description: Minnesota Crash Records Audit

The crash records audit project is a comparative audit of the crash data records collected by the legacy crash reporting system and the new MN crash reporting system. The project will enhance the power of crash data to maximize crash countermeasures and other efforts to minimize serious injury and fatal crashes while improving the user experience for law enforcement officers.

Budget Item Program Component Total:

	Award	Match
Minnesota Crash Records Audit	\$270,383.00	\$

Budget Description: Minnesota Crash Records Audit Travel

Attendance at the Traffic Records Forum in 2019 & 2020.

Budget Item Program Component Total:

	Award	Match
Minnesota Crash Records Audit Travel	\$ 10,000.00	\$ 0.00
Total:	\$280,383.00	\$ 0.00

Budget Summary

FFY19			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Minnesota Crash Records Audit	\$270,383.00	\$0.00	
Total	\$270,383.00	\$0.00	
Travel			
Minnesota Crash Records Audit Travel	\$10,000.00	\$0.00	
Total	\$10,000.00	\$0.00	
Total	\$280,383.00	\$0.00	
FFY20			
Budget Category	State Reimbursement	Local Match	
Total	\$0.00	\$0.00	
Total	\$280,383.00	\$0.00	

**STATE OF MINNESOTA
INTERAGENCY PARTNERSHIP CONTRACT**

Between

DEPARTMENT OF TRANSPORTATION

And

DEPARTMENT OF PUBLIC SAFETY

For

USE OF SPACE

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

BACKGROUND RECITALS

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

Notes

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

This contract does not currently (July 1, 2019) cover two facilities shared by MnDOT and DPS: RTMC at the Waters' Edge facility in Roseville and SRCC facility in Rochester. These two facilities offer unique collaboration challenges. Additional consideration of these facilities will be incorporated into this Contract by a supplemental contract as necessary.

Abandoned DPS dispatch space:

This contract does not currently (July 1, 2019) cover abandoned DPS dispatch space formally housed in MnDOT facilities. Such space, formally known as Transportation Operations Communications Center (TOCC), has been forfeited by DPS. However, because some of this space is uniquely situated in the facility, discussion as to space use may be permitted on a case-by-case basis at the district level (MSP and MnDOT) with approval by MPS Central Headquarters and MnDOT Central Office. Once resolution has been reached in these unique situations, the Use of Space Contract document shall be reviewed to incorporate any space related contracts.

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CONTRACT

1. Term of Contract; Attachment

- 1.1. *Effective date:* July 1, 2019, or the date all required signatures have been obtained under Minnesota Statute Section 16C.05, subdivision 2, whichever is later.
- 1.2. For payment purposes use of space costs will begin accruing and will be paid from the effective date of July 1, 2019.
- 1.3. *Expiration date:* June 30, 2021, or until terminated, whichever occurs first.
- 1.4. *Attachment A:* Attachment A can be viewed using the State of Minnesota's Real Property Database system. The application used is Archibus, the website is <https://realprop.admin.state.mn.us/archibus>. This website can be reached using any computer on the State's intranet. The log-on credentials to be used by MSP are username: DPS.SPACE; password: "Patrol4!" This will display a website that contains all of the drawings available for the space that is occupied by MSP. Also displayed is a document accessible in Pdf format that contains summary information, definitions of the categories of space, standards used for measuring, and instructions on how to use the website.

2. Authorized Representatives

- 2.1. MnDOT's authorized representative for purposes of administering this contract is Tiffany Dagon, Building Services Director, Office of Maintenance, 395 John Ireland Blvd, MS 715, 651-366-3573, tiffany.dagon@state.mn.us or her successor.
- 2.2. DPS' authorized representative for purposes of administering this contract is Major Christopher Erickson, 445 Minnesota St, Suite 130, 651-201-7145, christpher.erickson@state.mn.us or his successor.

3. Space Use Attachment

- 3.1. Attachment A ("Attachment"), which is attached and incorporated into this contract by reference, lists each MnDOT district, location, space (square footage), who occupies space, space type, historical rental rate, and space charged for and not charged for by MnDOT. Additionally this Attachment will define space types and measurement standards.
- 3.2. The authorized representatives to this contract shall meet at least 60 days prior to the end of each state fiscal year to review and update the Attachment for the upcoming fiscal year; and if necessary amend the Attachment.
- 3.3. The Attachment shall be updated annually, if needed, and approved in writing and shall not be effective until amendments are executed and approved by the same parties who executed and approved this original contract, or their successors in the office. **Changes to the Attachment or this contract shall require an amendment to this contract.**
- 3.4. Rates for the biennium of this contract may not be increased. Should rates need to be increased for future bienniums of this contract, negotiation of rates shall be completed and agreed upon by MnDOT and DPS prior to May 20 of the odd numbered calendar year proceeding the new biennium. Should this date pass without a contract, an amendment is required to extend the current contract to a date certain at the rate of the current contract.
- 3.5. A reduction or increase in the square footage identified in 3.1 shall necessitate an amendment to the contract approved by both parties noting the change and the subsequent decrease or increase in cost for the space
- 3.6. Cost for using classrooms and/or DPS non-exclusive space, either at the MnDOT Training Center in Arden Hills or in other MnDOT facilities, are not included in this contract, and shall be handled separately following MnDOT standard procedures and paid for by DPS using a purchase order.
- 3.7. Both parties agree that space occupied and used by DPS in weigh stations, state rest areas, and travel information centers shall not require compensation to MnDOT.
- 3.8. MnDOT will provide custodial services to MSP space in MnDOT Truck station or weigh scale buildings

that are located in non-headquarter locations (typically locations other than the A/B district headquarter buildings).

4. General MnDOT Responsibilities

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

5. General DPS Responsibilities

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

6. Acknowledgements

- 6.1. Both parties acknowledge that DPS may use, on occasion, MnDOT areas inside the facility to do vehicle searches, inspections, and other law enforcement actions that may arise. Such use shall be requested from and coordinated with the Facility Manager prior to use.
- 6.2. Both parties acknowledge that on occasion, DPS will utilize MnDOT wash bays to clean DPS vehicles. When finished with its use, DPS will return the wash bay to its original condition as found, prior to use.
- 6.3. MnDOT shall be compensated for any damage or staff overtime resulting from the uses described in 6.1 and 6.2.

7. Appeal Process

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

8. Method of determining square footage for use of space

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

9. Terms of Payment

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

\$841,974.05: For 7/1/2019 through 6/30/2020

\$850,393.79: For 7/1/2020 through 6/30/2021 (1% increase)

- 9.2. DPS shall pay to MnDOT an annual fee for the use of space, specified in Attachment A in quarterly payments due on the last day of September, December, March, and June of each fiscal year of this contract.
- 9.3. Note: Quarterly payments to MnDOT and the total annual amount for each state fiscal year of this contract are adjustable to actual DPS occupancy dates of space, and shall require an amendment to this contract.
- 9.4. DPS shall make payments, referencing MnDOT contract number, directly to MnDOT, using MnDOT's vendor #20036102300; directing payment to the:
Minnesota Department of Transportation
Accounting and Finance Section, MS 215
395 John Ireland Blvd.
St. Paul, MN 55155

10. Liability

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

11. Audit

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

12. Termination

- 12.1. This contract may be terminated by either party, with cause, with 90 days written notice to the other party. Upon termination, MnDOT shall be entitled to payment, determined on a pro rate basis, for services provided. DPS shall not be obligated to pay for any services provided after the effective date of termination.
- 12.2. DPS agrees that at the termination of this contract by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the premises to MnDOT in as good condition as when DPS took possession, ordinary wear and damage by the elements excepted. Alternations or fixtures attached to the premises shall remain part thereof and shall not be removed unless MnDOT elects to permit removal.

13. Assignment and Amendments

- 13.1. *Assignment*: Neither party may assign nor transfer any rights or obligations under this contract without the prior consent of the other party and a fully executed assignment contract, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 13.2. *Amendments*: Any amendment to this contract shall be in writing and shall not be effective until it has been executed and approved by the same parties who executed the original contract, or their successors in office.

ADDITIONAL PROVISIONS IN AGREEMENT

Utility Services - Heating/ Cooling/Water /Sewage

14. MnDOT responsibilities

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

Heating and Cooling

- 14.2. The premises identified in Attachment A shall be served by heating and cooling facilities of a sufficient design capacity to maintain the premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by DPS of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the premises. MnDOT shall provide DPS with written instructions defining said optimal use.
- 14.3. For purposes hereof, the acceptable space temperature settings for various space identified in contract are as follows:
- a. Heating temperatures shall be set at the following maximum temperatures during normal working hours:
 - i. 72°F for all occupied areas.
 - ii. Temperature settings for all the above referenced space shall be lowered to 60°F to 62°F during non-working hours. DPS work hours vary and temperature settings may need to be adjusted to address those work hours.
 - iii. 55°F to 60°F for all unoccupied spaces.
 - b. Cooling temperatures shall be set at the following minimum temperatures during normal working hours:
 - i. 75°F for all occupied areas.
 - ii. Temperature settings for all the above referenced space shall be increased to 85°F during non-working hours. DPS work hours vary and temperature settings may need to be adjusted to address those work hours.
 - c. Computer rooms, research facilities and special care facilities are exempted from these requirements. Additional building spaces may be exempted from all or part of these requirements, pursuant to the approval of the Commissioner of Administration.

Ventilation

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

Electrical

- 14.5. MnDOT shall provide the premises identified in contract with electrical facilities of a design capacity sufficient to maintain the premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this contract at the discretion of MnDOT. DPS-owned equipment, purchased and installed by DPS, or purchased and installed on behalf of DPS through a major construction or renovation project and/or DPS's need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of DPS at DPS's cost. All DPS equipment installation is to be approved in accordance with the provisions of this contract with MnDOT to ensure proper installation and power equipment.
- a. MnDOT shall provide electrical power for DPS. Power quality is utility grade with no special filtering for harmonics or fluctuations. Power is imported from a utility and MnDOT cannot guarantee continuous availability. If DPS has a need for continuous, uninterruptible, or specific power quality needs, it shall be DPS's responsibility to provide and maintain filtering or standby equipment as necessary. Installation of this equipment shall be approved by MnDOT.
 - b. MnDOT is required by code to perform scheduled preventive maintenance activities to ensure safe, reliable and efficient electrical service to a building. Routine power interruptions are required to perform this work and shall be scheduled on a campus wide basis over the course of the calendar year. The frequency and length of interruptions shall vary between buildings due to the size of the building and the amount of equipment within the building. In coordination with

DPS and where practical, MnDOT shall strive to not disrupt DPS activities. If needed, MnDOT may schedule work during "off hours," nights and weekends in an effort to minimize disruption to DPS activities at the same time working within the limitations of available manpower and available equipment.

In the event of an emergency situation MnDOT reserves the right to interrupt electrical services as required during normal business hours.

- c. For non-scheduled power outages, every effort shall be made by MnDOT to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

Use of Space

15. DPS Responsibilities

- 15.1. DPS agrees not to use the premises in this contract in any way which, in the judgment and discretion of MnDOT, poses a hazard to building occupants, the premises or the building in part or whole, nor shall DPS use the premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants.
- 15.2. DPS agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of MnDOT as storage areas. DPS agrees to consider all common areas in the buildings not located within the premises identified in contract including entrances, lobbies, stairwells and landings as public common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules, Chapter 1235.0100 through Chapter 1235.0600, Rules Governing Public Rallies. All rules of conduct for users of public space shall apply for the use of such space.
- 15.3. DPS agrees to consider conference rooms not identified as part of the premises in contract and under the custodial control of MnDOT, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by DPS, DPS's staff or private vendor(s) for solicitation or sales. When scheduling conference rooms, DPS agrees to use the MnDOT scheduling tool or calendar, where available.
- 15.4. DPS shall be responsible for maintaining all non-perimeter security devices or sensors on the premises (including panic devices, call boxes, and cameras) installed at their request and for the sole purpose of DPS use. Where applicable, the response protocol for security devices and alarm activation shall be determined at the district level.

Regional Contacts and Communication

16. Both MnDOT and DPS

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

Process and Specific Responsibilities for Major Construction or Renovation at Facilities

17. Modifications to the condition of the space

- 17.1. MnDOT shall contact DPS prior to initiating any work that will modify the condition of the physical and/or operational characteristics of the premises identified in contract. Where plans are required, plans shall be reviewed by DPS or their designee. Implementation of the work shall be performed either by:
 - a. Qualified MnDOT staff, or

- b. Licensed contractor, as authorized by MnDOT, under contract with MnDOT, Said contractor shall follow all applicable codes and licensure requirements.
- 17.2. MnDOT shall include DPS in the scoping process of modifications to the space.
- 17.3. DPS shall contact MnDOT to initiate any work that will affect the physical and/or operational characteristics of the premises in contract. Such work may include but not be limited to: construction, remodeling, renovation, painting, modular furniture, security systems and communication/data cabling.
- 17.4. Process to be followed includes:
- DPS/MSP provides scope of work to the MnDOT District, or directly to the Building Services Section (BSS) for non-district facilities.
- MnDOT District approves and submits scope of work to the BSS in the Office of Maintenance, to determine estimated project cost.
- When required, an application shall be submitted to the Division of Labor and Industry (DOLI) for review.
- b. Projects \$50,000 in value or less.
 - i. Consideration for project funding will be held at the MnDOT District/MSP District level.
 - ii. MnDOT District performs work or hires contractor through local purchasing agent.
 - iii. If the project does not require a plan, the District will only notify BSS prior to commencing work.
 - iv. Projects requiring plans and specifications will be submitted by the District to BSS as a District priority project.
 - v. BSS will schedule the project design based on fiscal year of funding and staff resources, similar to other District priority projects. BSS will provide completed documents to the District to move forward with bidding process.
 - c. Projects greater than \$50,000 but less than \$1.5 million
 - i. BSS prepares a submittal package for the Use of Space Executive Board (Board consisting of senior management representatives from both DPS/MSP and MnDOT that can make financial commitments for their agency).
 - 1. Standard submittal package to include:
 - (a) Project scope
 - (b) Project estimated duration (concept to close out)
 - (c) Preliminary construction estimate (current year)
 - (d) BSS project management/program delivery costs for consultant or in house design and construction administration.
 - ii. Executive Board determines:
 - 1. If the project moves forward.
 - 2. BSS program delivery funding (including funding year)
 - 3. Project construction funding sources (including funding strings and year)
 - d. Projects greater than \$1.5 million
 - i. BSS prepares a submittal package for the Use of Space Executive Board (Board consisting of senior management representatives from both DPS/MSP and MnDOT that can make financial commitments for their agency).
 - 1. Standard submittal package to include:
 - (a) Project scope
 - (b) Project estimated duration (concept to close out)

- (c) Preliminary construction estimate (current year)
 - (d) BSS project management/program delivery costs for consultant or in house design and construction administration.
 - (e) Time, costs and steps needed to work through the State Designer Selection Board (SDSB). The SDSB considers projects with an estimated cost greater than \$2M or a planning project with estimated fees greater than \$200,000.
- ii. Executive Board determines:
 - 1. If the project moves forward
 - 2. Which Agency will make the funding request to the Legislature
 - 3. BSS program delivery funding (based on MnDOT's involvement).

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

18. MnDOT Responsibilities

Maintenance, Construction, Remodeling and Renovation Work

- 18.1. MnDOT shall inform DPS in writing, of maintenance, construction, and remodeling or renovation work being initiated or coordinated by MnDOT in the premises identified in contract or building. All work shall be in accordance with the Governor's Environmental Sustainability directives.

Carpet Replacement

- 18.2. MnDOT shall repair or replace worn or damaged carpet according to funding availability, age and condition of the carpet and/or other building priorities. Unsafe carpet shall be repaired or replaced at discretion of MnDOT. The carpet is expected to have a minimum life cycle of twelve (12) years. The quality of carpet to be installed shall be determined by MnDOT. Selection by DPS shall be made from MnDOT sample selections. If DPS desires to replace carpet prior to it reaching its life cycle, MnDOT shall contract, install and invoice DPS. Colors and quality selection shall be approved in writing by MnDOT to ensure durability, maintainability and uniformity.

Interior Decoration

- 18.3. MnDOT shall paint all interior walls showing wear or damage according to funding availability, age and condition of the paint and/or other building priorities. Painting is expected to have a minimum life cycle of seven (7) years under normal use. Selection shall be made by DPS from MnDOT sample selections. If DPS desires a different type of wall treatment or a different quality of paint, MnDOT shall contract and invoice DPS for the difference in cost. If DPS desires painting prior to the paint reaching its life cycle, MnDOT shall contract, do the work and invoice DPS. Colors and quality selection shall be approved in writing by MnDOT to ensure durability, maintainability, and uniformity

Window Treatments

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

Ceiling Tiles

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

Mechanical/Operating Systems and Equipment Repair/Replacement Services

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

Grounds Maintenance Services

- 18.7. MnDOT shall maintain all entrances, sidewalks and grounds on an as needed basis to ensure safe access and egress. This shall include the following:
- a. Snow and ice removal during normal business hours
 - b. Snow and ice removal to allow for building access for parking needs during off- hours, as able
 - c. Exterior maintenance of turf, shrubs, trees and plants.

Security Services

- 18.8. In cooperation with DPS/MSP, MnDOT shall maintain existing building perimeter security devices such as locks, lighting, access control devices and other security devices.

Signage

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

19. DPS responsibilities

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

Custodial Services**20. MnDOT Responsibilities**

The following custodial effort and frequency is the basic level of service provided by

MnDOT; however, it is understood that deviation from this schedule may occur based on available resources and/or extenuating circumstances.

- 20.1. In general, MnDOT shall provide the same level of cleaning for DPS that will be provided for MnDOT employees and their space. This cleaning shall be conducted during the normal work week, Monday through Friday.
- 20.2. Daily cleaning
- a. Clean/sanitize restrooms, showers and locker rooms. To include all fixtures, containers, benches, doors and floors. Restock supplies.
 - b. Clean & mop all hard floors in entrances, lobbies, elevators, stairwells, halls and offices.
 - c. Vacuum carpet in high traffic areas.
 - d. Empty all trash containers and take out material marked as trash.
 - e. Clean and sanitize commons areas to include hand rails, door knobs/pulls/push plates, water fountains, light switches, inside elevators, lunchroom floors, tables, counters/sinks, payphones/directories, and etcetera.
 - f. Spot clean ceiling, walls, floors, doors, windows, furniture and equipment as needed.

- 20.3. Weekly cleaning
 - a. Vacuum carpet in all areas, spot clean as needed. Sweep and mop all stair risers.
 - b. Dust common areas.
 - c. Buff/burnish hard floors, refinish as needed.
- 20.4. Semi-annual cleaning
 - a. Clean HVAC supply and return grills.
 - b. Wash windows in/out.
- 20.5. Annual cleaning
 - a. Shampoo carpets.

21. DPS Responsibilities

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

Recycling, Energy Efficiency and Sustainability

22. MnDOT responsibilities

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

23. DPS responsibilities

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

Insurance and Fire Suppression

24. MnDOT responsibilities

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

Liability and Personal Property

25. DPS Responsibilities

- 25.1. DPS is responsible for agency owned equipment and office furniture. Disposal shall be at DPS's expense.
- 25.2. All DPS owned and furnished equipment shall be DPS's responsibility to maintain, repair and inspect. DPS to be responsible for any cost of repairs to the building and building components resulting from DPS owned equipment failure.
- 25.3. UL certified appliances such as, but not limited to toasters, microwaves, refrigerators, coffee makers are only allowed in designated common areas as designated by MnDOT.
- 25.4. DPS shall be responsible for all costs related to environmental and/or other clean-up costs caused by DPS activities or functions. This includes clean up caused by, but not limited to, interior or exterior storage of state owned vehicles, confiscated vehicles, batteries, drugs and equipment on MnDOT property or any pollutant, contaminant, or hazardous substance brought onto, stored, or disposed of on MnDOT property. No pollutant, contaminant, or hazardous substance will be introduced into

MnDOT's waste stream without express written (email or otherwise) consent of MnDOT's District Facilities Manager.

- 25.5. DPS is responsible for the clean-up and related costs for any damage done to MnDOT furnishings, equipment and MnDOT employee personal property arising from DPS's misuse or neglect of the provisions in this contract.

26. MnDOT Responsibilities

- 26.1. MnDOT is responsible for the clean-up and related costs for any damage done to DPS furnishings, equipment and DPS employee personal property arising from MnDOT's misuse or neglect of the provisions in this contract. MnDOT will follow established MnDOT practices and processes for storing, handling, and disposing of pollutants, contaminants, and hazardous substances.

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MINNESOTA DEPARTMENT OF PUBLIC SAFETY

Approved DocuSigned by:
By: *Rochelle Schrofer*
Title: 1BB18A04C5DD4E1...
Date: 5/21/2020

MINNESOTA DEPARTMENT OF TRANSPORTATION

Approved
By: _____
Title: _____
Date: _____

STATE ENCUMBRANCE VERIFICATION

By: *Susan K. Lee*
Date: 5/21/2020
09C0E1118AFD4C5
SWIFT Contract No. _____
Purchase Order ID No. _____

MNDOT CONTRACT MANAGEMENT

By: _____
Date: _____

Minnesota Space Measurement Standards

USABLE SQUARE FEET

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

Space Measurement Standards for Non-Office Type Space

Yard Space

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

Parking Spaces

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

Miscellaneous Storage Space

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

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

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

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

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

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

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District 6A					
Rochester HQ - T7960091225					
Office Space	MSP2100	4,954	3845 sq. ft. of Patrol Office space, Dispatch space of 841 sq. ft. and 268 sq. ft. of Office space for dispatch supervisors	4,113	841
Heated Storage	MSP2100	353		353	
Cold storage - T7960091259	MSP2100	1,386	#91259	1,386	
Yard Storage	MSP2100	14,400		14,400	
Secured Yard Storage					
Parking Space	MSP2100	3	May change after remodel		3
Preston TS - T7960091216					
Office Space	MSP2100	184		184	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Winona TS - T7960091218					
Office Space	MSP2100	211		211	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Totals					
Office Space	MSP2100	5,349		4,508	841
Heated Storage	MSP2100	353		353	
Cold storage	MSP2100	1,386		1,386	
Yard Storage	MSP2100	14,400		14,400	
Secured Yard Storage					
Parking Space	MSP2100	3			3

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

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

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

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

Minnesota Department of Transportation					
Space Location and Type	Who	SQ. FT.	Notes	Charged	Not Charged
District Metro					
Golden Valley HQ - T7990090931					
Office Space - T7990090938	MSP2500	4,741	Patrol stand alone bldg on Golden Valley Site revised from 4560 after physically measuring the building. Previous agreement had it at 5334	4,741	
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Patrol Parking Lot	MSP2500	21,852	Reduced from 33900 after discussion with Capt. Brynell, will move impound cars into the smaller area.		21,852
Office Space - T7990090931	ISS	2,922	MnDOT Main HQ Building	2,922	
Heated Storage					
Cold storage					
Yard Storage	ISS	100	reduced from 2328 sq ft, only two small trailers stored here, will move if space is needed. No charge by agreement		100
Secured Yard Storage					
Parking Space	ISS	4	Noticed signed spots when visiting site		4
Patrol Parking Lot					
Oakdale HQ - T7990091138					
Office Space	MSP2400	2,831	reduced from 2837 to match Archibus	2,831	
Heated Storage					
Cold storage - T7990091166	MSP2400	1,781	reduced from 2000 to match Archibus and remeasuring in person 1/7/14	1,781	
Yard Storage					
Secured Yard Storage					
Parking Space					
Parking Lot	MSP2400	6,882			6,882
RTMC - T7990091195					
Office Space	SP	1,465	In another agreement? Not charged in this agreement. Revised to 1465 per Archibus	1,465	
Heated Storage	SP	360	2 spaces in heated garage	360	
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Maple Grove TS - T7990090992					
Office Space	MSP2500	98	revised from 96 to match archibus 1/8/14		98
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Maplewood TS - T7990091117					
Office Space	SP				
Heated Storage		180	Antique Squad Car(180 is a standard for indoor parking)		180
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					
Chaska TS - T7990090926					
Office Space	MSP2500	101			101
Heated Storage					
Cold storage					
Yard Storage					
Secured Yard Storage					
Parking Space					

Maryland Ave TS - T7990091165				
Office Space	MSP2400	140		140
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
Daytonport Weigh Scale - T7990092139				
Office Space	CV4730	565		565
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
First Building - T7990090906				
Office Space	MSP2400	821	Revised upward from 791 to match Archibus 1/8/14	821
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
Elm Creek Rest Area - T7990095500				
Office Space	MSP2500	189		189
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
St Croix Rest Area - T7990095903				
Office Space	MSP2400	427		427
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
St Croix Weigh Scale - T7990092129				
Office Space	CV4730	1,389		1,389
Heated Storage	CV4730	1,330		1,330
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
SEE METRO DISTRICT TOTALS NEXT PAGE				

METRO DISTRICT TOTALS				
Totals				
Office Space	MSP2400	4,219		427
Heated Storage	MSP2400	180	3,792	180
Cold storage	MSP2400	1,781	1,781	
Yard Storage				
Secured Yard Storage				
Parking Space				
Patrol Parking Lot	MSP2400	6,882		6,882
Office Space	MSP2500	5,129	4,741	388
Heated Storage				
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
Patrol Parking Lot	MSP2500	21,852		21,852
Office Space	ISS2000	2,922	2,922	
Heated Storage				
Cold storage				
Yard Storage	ISS2000	100		100
Secured Yard Storage				
Parking Space	ISS2000	4		4
Office Space	CV4730	1,954		1,954
Heated Storage	CV4730	1,330		1,330
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				
Office Space	RTMC	1,465	Another agreement will cover this space	
Heated Storage	RTMC	360	Another agreement will cover this space	
Cold storage				
Yard Storage				
Secured Yard Storage				
Parking Space				

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

Minnesota Department of Transportation				
Space Location and Type	Who	Total Space Occupied	Charged in Previous Agreement	Not Charged in Previous Agreement
Statewide Totals				
Office Space	SP	64,174	55,103	9,071
Heated Storage	SP	7,869	5,063	1923
Cold storage	SP	9,811	9,427	384
Yard Storage	SP	89,550	89,010	540
Secured Yard Storage	SP	59,475	59,475	
Parking Space	SP	57		57
Patrol Parking Lot	SP	59,023		59,023
Office Space	ISS-charged/RTMC- other agreement	4,387	2,922	1,465
Heated Storage	RTMC	360		360
Cold storage				
Yard Storage	ISS	100		100
Secured Yard Storage				
Parking Space	ISS	4		4
Patrol Parking Lot				
Office Space	CV	7,746		7,746
Heated Storage	CV	5,910		5,910
Cold storage	CV	175		175
Yard Storage				
Secured Yard Storage				
Parking Space				
Patrol Parking Lot				



MnDOT Contract #: 1034358

AMENDMENT # 01 TO MnDOT INTERAGENCY PARTNERSHIP #: 1034358.

Contract Start Date:	07/01/2019	Original Contract Amount:	\$1,692,367.84
Orig. Contract Exp. Date:	06/30/2021	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	06/30/2021	Current Amendment Amount:	\$0.00
		Current Contract Total:	\$1,692,367.84

Project Identification: DPS State Patrol, Use of Space

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

Recitals

1. MnDOT has a contract with DPS identified as MnDOT Contract No. 1034358 (“Original Contract”) to provide for use of MnDOT space by DPS/MSP.
2. The contract is being amended to include an attachment B.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Section 1.5 is added to the Original Contract as follows:

1.5 *Attachment B:* Attachment B is attached and incorporated into this contract.

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

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MINNESOTA DEPARTMENT OF PUBLIC SAFETY

MINNESOTA DEPARTMENT OF TRANSPORTATION

DocuSigned by:

 8176F69DD4C24BD...
 By: _____
 Title: Colonel, Chief of Minnesota State Patrol
 Date: 8/6/2020

By: _____
 Title: _____
 Date: _____

MnDOT CONTRACT MANAGEMENT

By: _____
 Date: _____

Attachment B

The parties acknowledge that the MSP leases space in MnDOT facilities and uses MnDOT services, including office cleaning and maintenance.

The Federal Bureau of Investigation (FBI) provides a number of systems and services for use by criminal justice agencies around the country for criminal justice purposes. The FBI has adopted the Criminal Justice Information Services (CJIS) Security Policy (Security Policy) that sets for a number of requirements that criminal justice agencies must meet. A copy of the most current version of the Security Policy is available at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center/view>.

The Security Policy requires that MnDOT and MSP include this Attachment B, because the MnDOT space that MSP leases is used for a criminal justice function and because MnDOT is a non-criminal-justice agency (NCJA).

MSP has the authority, via managed control, to set, maintain, and enforce:

- (1) Priorities regarding the security and use of CJIS and Criminal Justice Information.
- (2) Standards for the selection, supervision, and removal of personnel access to MSP systems or Criminal Justice Information (CJI).
- (3) Policy governing operation of justice systems, computers, access devices, circuits, hubs, routers, firewalls, and any other components, including encryption, that comprise and support a telecommunications network and related criminal justice systems to include but not limited to criminal history record/criminal justice information, insofar as the equipment is used to process or transmit criminal justice systems information guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.
- (4) Restriction of unauthorized personnel, as determined by the MSP, from access to MSP physical locations or use of equipment accessing MSP network, systems, or services.
- (5) Compliance with all rules, regulations, and policies of MSP and the CJIS Security Policy in the operation of all information received. This includes a requirement to be audited as provided in these policies and rules.

To demonstrate that the Security Policy requirements for management and control have been met, the parties will use the following activities and measures:

- (A) MSP will maintain management control of the space that MSP leases.
- (B) When building entrances are shared, MSP maintains management control of MSP use.
- (C) In shared physical space such as the dispatch floor at Water's Edge in Roseville, information systems and documents containing CJI will be positioned in such way as to prevent unauthorized individuals from access and view. MSP will take appropriate precautions to prevent the unauthorized view or access of CJI.
- (D) MSP staff will not leave any MSP physical secure location unsecured.
- (E) MnDOT staff will not enter any MSP physically secure space unescorted.

This agreement covers the overall supervision of all MSP physical spaces, systems, applications, equipment, systems design, programming, and operational procedures associated with the development, implementation, and maintenance of any MSP system to include NCIC Programs that may be subsequently designed and/or implemented within the MSP.

To ensure that all provisions of this Agreement are being met, the Authorized Representatives will meet on an annual basis. All policy, operational, and change issues may be discussed at these meetings and all meetings will be documented.

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Federal Project Number: SPR CR20 (001)

Project Identification: OSA Portal Hosting – Fiscal Year 2020-2021

This agreement is between the Minnesota Department of Transportation (“MnDOT”), **Minnesota Department of Administration (ADMIN)**, and **Minnesota Geospatial Information Office (MnGEO)**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit B.
- 3.2 **Total Obligation.** MnDOT will pay eighty percent of the project cost (up to \$44,501.76). ADMIN will pay twenty percent of the project costs (up to \$11,125.44). The total obligation for all compensation and reimbursements to MnGEO under this agreement will not exceed **\$55,627.20**.

4 Conditions of Payment

- 4.1 All services provided by MnGEO under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGEO invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGEO within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGEO within 30 days of receipt of such invoice.
- 4.3 MnGEO must submit separate invoices to MnDOT and ADMIN for the work performed each month. Invoices will be split (MnDOT 80%, ADMIN 20%).

5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:
 - Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)
 - Address: Minnesota Department of Transportation
Consultant Services, Mail Stop 680
395 John Ireland Boulevard, St. Paul, MN 55155-1800
 - Telephone: 651-366-4692
 - E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)
Address: Minnesota Department of Transportation
Cultural Resources Unit, Mail Stop 620
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-3616
E-Mail: jacob.foss@state.mn.us

5.3 ADMIN's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske, Director
Address: Minnesota Department of Administration
General Counsel
50 Sherburne Avenue Suite 201, St. Paul, MN 55155
Telephone: 651-201-2501
E-Mail: laurie.beyer-kropuenske@state.mn.us

5.4 MnGEO's Authorized Representative will be:

Name/Title: Daniel Ross, Geographic Info Systems Director
Address: Minnesota Geospatial Information Office
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

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

7 Liability

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

8 Termination

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

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGEO must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGEO will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGEO agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Std_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGEO's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGEO will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10 Contractor Payment Form Requirement

10.1 If MnGEO is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGEO must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGEO must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGEO to be withheld. MnGEO must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

MnDOT ENUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

MNIT

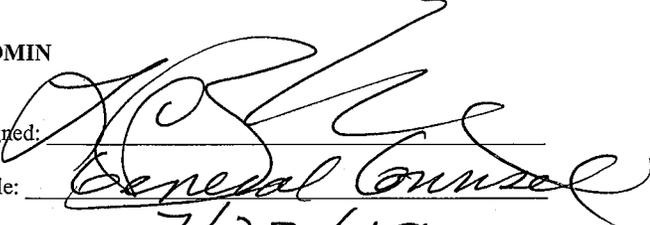
DocuSigned by:
Tracy Gerasch

Signed: _____
50BF00075AF6441...

Title: Procurement Director

Date: 7/19/2019

ADMIN

Signed: 
Title: General Counsel
Date: 7/22/19

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

SCOPE

MnDOT Cultural Resources Unit (CRU) is in need of assistance in Geographic Information System (GIS) Professional Services required to support the business needs of MnDOT, the Minnesota Department of Administration (ADMIN), and the Office of the State Archaeologist (OSA) for support of the OSA Portal Online Application.

This contract consists of a series of tasks as described below. In some instances, it may be necessary for staff from the OSA team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Task Descriptions

MnGEO will perform the following tasks:

Task 1: Project Management and Administration

- 1.1 Schedule quarterly meetings with OSA staff to review progress and discuss issues that have arisen, as requested by OSA staff.
- 1.2 Perform general project administration services including contract modifications, basic project design, meetings with MnDOT, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.

Task 2: Application Administration and Support

- 2.1 Provide on-going support of the OSA Portal and ITS systems.
- 2.2 Ensure system performance, provide adequate data storage and server resources for this system.
- 2.3 Address any reported issues.
- 2.4 Answer questions as appropriate.
- 2.5 Perform periodic analysis of data and clean-up as needed.
- 2.6 Perform periodic updating of documentation website, metadata and read-me files as needed.
- 2.7 Other data and application work as needed.

Note: This agreement does NOT include major enhancements to the web site, web services, data, etc.

Task 3: Managed Hosting - System Maintenance and Infrastructure

- 3.1 Provide dedicated geospatial hosting to support the minimum requirements for the OSA Portal. For the purposes of this project, the production and non-production infrastructure will be available for 24 months of Fiscal Year (FY)20 and FY21.
- 3.2 Provide a secure, reliable platform for hosting and deploying OSA's data, web services, and applications associated with the OSA Portal. This includes problem solving, periodic software, and system upgrades.
- 3.3 Ensure system performance, provide adequate data storage and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
- 3.4 Provide basic system administration including account and storage management, backup and recovery, patching, and change management processes.
- 3.5 Address any reported issues.
- 3.6 Answer questions as appropriate
- 3.7 Coordinate with MNIT Managed Hosting regular Operating System (OS) patching and updates.

Expectations:

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by OSA staff and reported to MnGeo through OSA's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by OSA staff and reported to MnGeo through OSA's primary contact. MnGeo staff will keep OSA's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide OSA with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise OSA of potential problems associated with these changes. MnGeo will follow Information Technology (IT) best practices of making changes to the development

environment, testing sufficiently, and confirming the change succeeded before proceeding to make changes to production environment.

3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. OSA staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.
4. Provide OSA with a minimum of one hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through OSA's primary contact.
6. If additional resources are required for the shared environment specifically because of OSA deployments or at a request for additional resources by OSA's primary contact, OSA's infrastructure costs will be increased accordingly.

System Maintenance:

System maintenance will be assessed each month. System maintenance is estimated at **25** hours per server per year.

Timeline: Products and services will be provided throughout the duration of the agreement.

MnDOT and OSA Deliverables, Duties, and Responsibilities

Under the terms of this agreement, MnDOT and OSA will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OSA staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OSA's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

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Direct Labor Costs

Task	GIS Intermediate	GIS Advanced	Total
Task 1			
Project Management and Administration	0	48	48
Task 2			
Application Administration and Support	72	72	144
Task 3			
Managed Hosting - System Maintenance and Infrastructure	0	200	200
Total Hours	72	320	392
Fixed Hourly Rate	\$ 80.60	\$ 95.70	
Total Direct Labor Costs:	\$ 5,803.20	\$ 30,624.00	\$ 36,427.20

Direct Expense Costs (must provide documentation)

Description	Unit	Rate	Cost
FY20 & FY21 BAH Geospatial Managed Hosting Fees	800 \$	24.00 \$	19,200.00
Total Direct Expenses		\$	19,200.00

TOTAL CONTRACT AMOUNT **\$ 55,627.20**

State Project Number:	Payment Reporting Period: to	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State's Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State's OCR (at Joyce.Brown-Griffin@state.mn.us); State's Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor's Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? <i>(indicate)</i>	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official's Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:	Phone Number:	Fax Number:	

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment? (Yes or No):** Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *May 21, 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:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$140.00 to \$155.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The **REQUESTING AGENCY'S** authorized representative for the purposes of administration of this agreement is Liz Brady or his/her successor. The **PROVIDING AGENCY'S** authorized representative for the purposes of administration of this agreement is **Edwin Hudson** or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: *Nicole Perry*

Date: 5-31-19

Purchase Order No.: 3000478874

3. DEPARTMENT OF TRANSPORTATION

By: *Alessandra*
(with delegated authority)

Title: asst. Director consultant
SERVICES

Date: 5/31/19

2. MINNESOTA MANAGEMENT & BUDGET

By: *Bin*
(With delegated authority)

Title: *CTO*

Date: 6-4-19

4. MNDOT CONTRACT MANAGEMENT

By: *Alyssa*

Date: 6/3/2019

STATE OF MINNESOTA
INTERAGENCY AGREEMENT Amendment 1

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Recitals

- 1. The Parties agree to amend this agreement to increase the amount of the agreement.
- 2. The State and the Contractor are willing to amend the Original Work Order as stated below.

Amendment

In this Amendment, changes to pre-existing language will use strike through for deletions and underlining for insertions.

Revisions

3 Consideration and Payment

An hourly rate of \$140.00 to \$155.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner’s Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed ~~\$25,000~~ \$35,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Sue Buhl Digitally signed by Sue Buhl
Date: 2020.05.11 08:24:42 -05'00'

P.O./SWIFT #: 3000503213

3. DEPARTMENT OF TRANSPORTATION

Signed: Melissa Brand Digitally signed by Melissa Brand
Date: 2020.05.11 08:39:08 -05'00'
(with delegated authority)
Title: Asst. Director, Consultant Services

Date: _____

2. MINNESOTA MANAGEMENT AND BUDGET

Signed: _____ (with delegated authority)
Title: Chief Financial Officer
Date: 05-12-2020

4. MNDOT CONTRACT MANAGEMENT

Signed: Kyle Fisher Digitally signed by Kyle Fisher
Date: 2020.05.11 12:16:06 -05'00'

STATE OF MINNESOTA INTERAGENCY AGREEMENT

Project Identification: Chemical Analysis of Highway Water Runoff Samples Collected

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and **Minnesota Department of Health** (“MDH”).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

2 Scope of Work

2.1 Duties of MDH. MDH will:

- 2.1.1 Provide analytical services for water and other environmental samples that will be collected and submitted by MnDOT. These services may include, but are not limited to, all or some constituents listed in Exhibit A.
- 2.1.2 With written consent from both parties, methods and/or technologies may be altered from those listed in Exhibit A, as long as the change is compliant with regulations.
- 2.1.3 MDH agrees to perform MnDOT environmental sample analysis using methods approved by regulation or referenced by permit, where applicable.
- 2.1.4 When multiple analytical methods are available MnDOT agrees to identify on the lab request form which method MDH should use for sample analysis. If none is specified MDH will contact MnDOT for method clarification prior to sample processing.
- 2.1.5 Furnish MnDOT with the following materials and equipment:
- Bottles, bottle labels, preservatives or other chemicals and other necessary materials to collect samples. When replacement sample collection materials are needed, MnDOT will notify MDH one week in advance with the amount and type of materials required.
 - Guidelines concerning the number and type of bottles needed for each type of test and other information needed to prepare water samples prior to submittal available at:
 - <http://www.health.state.mn.us/divs/phl/environmental/handbook.pdf>
- 2.1.6 Maintain quality control program consistent with Environmental Protection Agency (EPA) guidelines and be certified by the EPA for Drinking water analysis.
- 2.1.7 Enable MnDOT to have remote computer access (for inspection purposes), to MDH’s storage of partial results as MDH’s analyses are progressing to completion on MnDOT samples.
- 2.1.8 Advise MnDOT, in detail, on how chemical analysis results may be transferred from MDH’s analytical storage to MnDOT’s chemical and environmental computer data storage system using electronics and/or computer media. No compensation is contemplated for this advice.
- 2.1.9 Assist with personnel and material in the implementation of any automated data transfer plan when directed to do so by MnDOT.

The MDH retention schedule for all raw and supporting data is five years.

2.2 Deliverables by MDH.

- 2.2.1 The act of receiving a sample from MnDOT is a commitment by MDH to fulfill all requirements of the Agreement for the received sample. The received sample will be handled, stored and analyzed in accordance

with the EPA guidelines on a 24 hour, year round basis. Samples will be destroyed via current MDH sample disposal policies.

- 2.2.2 Should MDH fail to accomplish the guidelines, in their entirety, MnDOT will be notified by e-mail as soon as possible, but no later than 4:00 p.m. of the next business day, that samples were received. The foregoing failed sample will be analyzed to completion, if possible, unless MnDOT advises otherwise upon notification. MnDOT will retain the right to accept the results and pay the regular fee, or reject the results and not pay any fee on such failed samples.
- 2.2.3 Laboratory data logs will be available for inspection by MnDOT or its designated agent at MnDOT's or its agent's request.
- 2.2.4 MDH will perform MnDOT's priority sample test and return these test results within 10 business days or less.
- 2.2.5 Standard turnaround time (TAT) for the routine reporting time for water samples is 21 business days.
- 2.2.6 MDH will maintain the laboratory data logs in a way which will allow to identify, deliver and report separately the results of analyses conducted on the samples collected from each of the following:

Projects:	Source Type for billing purposes:
MnDOT's OES Projects (DD)	1071
MnDOT's Metro Tunnel Project (DR)	2195

2.3 Duties of MnDOT. MnDOT will:

- 2.3.1 Obtain the samples at sites collected by MnDOT and deliver the samples to MDH's Environmental Laboratory for analysis with a completed chain of custody form (COC).
- 2.3.2 Agree to submit COC minimum requirements according to the current MDH Sample Acceptance Policy: <http://www.health.state.mn.us/divs/phl/environmental/ops010.pdf>.
- 2.3.3 Record all information, in ink, with any changes lined through such that the original entry is visible include and the date and initials of the person making the change.

3 Consideration and Payment

- 3.1 MDH will be paid on a Unit Rate basis in accordance with Exhibit A. The cost of the work performed by MDH on water samples will be based on summation of the fixed price for each chemical constituent analysis requested as listed in Exhibit A. A monthly tabulation will list separately the analyses completed for each of the following:

Projects:	Total Analyses will not exceed:
MnDOT's OES Projects (DD)	\$20,000.00
MnDOT's Metro Tunnel Project (DR)	\$3,016.00

- 3.2 MDH must submit invoices electronically for payment, using the format set forth in Exhibit B, accompanied by tabulation as cited in Article 3.1 when submitting invoices.
- 3.2.1 Invoices for payment will be submitted by the 15th of every month.
- 3.2.2 Payment will be based on the deliverables provided and made upon receipt of invoices from MDH.
- 3.2.3 A final adjustment will be made after receipt of the final invoice and final audit so that total payments equal the exact cost of analytical services received by MnDOT.
- 3.2.4 The Unit Rates identified in Exhibit A of this Agreement are the provisional rates approved for use in fiscal year 2020 and they are subject to final audit.
- 3.3 The table of fixed costs for individual chemical constituents listed in Exhibit A will remain in effect until June 30, 2020.
- 3.4 The cost of analysis performed by MDH for parameters not listed in Exhibit A, for underwater bottom samples and for monitoring, evaluating and advice as to the adequacy of the test sample analysis quality control programs of MnDOT and/or any private laboratory retained by MnDOT, will be added to the monthly costs tabulation and is listed in Exhibit A under Administrative consult.
- 3.5 Charges for priority work as noted in Article 2.2.4 of this agreement will be based on the standard charge listed in Exhibit A for the analysis plus a 50% surcharge for priority.
- 3.6 MnDOT will pay to MDH such direct expenses incurred by MDH for:
- 3.6.1 The purchases of containers, materials and supplies as may be required by MnDOT to facilitate the collection of samples for submission to MDH, but not analyzed by MDH.

- 3.6.2 Services from MDH found to be mutually agreeable by MDH and MnDOT.
- 3.7 If it appears at any time the payment to MDH will exceed the total obligation of this Agreement, MDH agrees that it will not perform any services in excess of that amount until MnDOT has advised it. An amendment will need to be processed.
- 3.8 In the event that a sample or parameters are not run as requested, MnDOT will make no payment.
- 3.9 The total obligation of MnDOT for all compensation and reimbursements to MDH under this Agreement will not exceed **\$23,016.00**.

4 Conditions of Payment

- 4.1 All services provided by MDH under this agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MDH invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MDH within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MDH within 30 days of receipt of such invoice.
- 4.3 MDH must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

5 Agreement Personnel

5.1 MnDOT's Authorized Representative will be:

Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)
Address: Minnesota Department of Transportation
Consultant Services, Mail Stop 680
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-4692
E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Harold Bottolfson, Transportation Program Specialist 3(or his/her successor)
Address: Minnesota Department of Transportation
Environmental Stewardship, Mail Stop 660
6000 Minnehaha Avenue, St. Paul, MN 55111
Telephone: 651-366-5812
E-Mail: harold.bottolfson@state.mn.us

5.3 MDH's Authorized Representative will be:

Name: Paul Moyer, Environmental Lab Manager
Address: Minnesota Department of Health
601 Roberts Street North, P.O. Box 64975
St. Paul, Minnesota 55164-0899
Telephone: 651-201-5669
E-Mail: paul.moyer@state.mn.us

6 Amendments

- 6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MDH must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MDH will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MDH agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Std_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MDH's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MDH will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format

MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

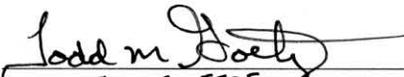
Date:

MDH

Signed:

Title:

Date:



 TODD GOETZE
 ACCOUNTING DIRECTOR

 6.27.19

MnDOT

(with delegated authority)

Signed:

Title:

Date:

MnDOT CONTRACT MANAGEMENT

Signed:

Date:



Minnesota Department of Health Public Health Laboratory Division FY 2020 Price List

General Chemistry

Analysis Name	Method Reference	Matrix	FY 20 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.

FY20 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 20 Price (\$)
	SM 2120 B-1997	Non-potable Water	
Conductivity	SM 2510 B 21 st ED SM 2510 B-1997	Drinking Water Non-potable Water	15
Cyanide	EPA 335.4	Drinking Water Non-potable Water	98
Cyanide, Free	SM 4500-CN ⁻ F 21 st ED	Drinking Water	35
Dissolved Organic Carbon (DOC)	SM 5310 C 21 st ED SM 5310 C-2000	Drinking Water Non-potable Water	22
Fluoride	SM 4500-F ⁻ C 21 st ED SM 4500-F ⁻ C-1997	Drinking Water Non-potable Water	20
Fluoride, Dissolved	SM 4500-F ⁻ C 21 st ED SM 4500-F ⁻ C-1997	Drinking Water Non-potable Water	20
Kjeldahl Nitrogen as N (TKN)	EPA 351.2	Drinking Water Non-potable Water	37
Kjeldahl Nitrogen as N, Dissolved (TKN)	EPA 351.2	Drinking Water Non-potable Water	37
Lab Filtered	MDH	Drinking Water Non-potable Water	20
Nitrate + Nitrite Nitrogen	SM 4500-NO ₃ ⁻ F 21 st ED EPA 353.2	Drinking Water Non-potable Water	18
Nitrate + Nitrite Nitrogen, Dissolved	SM 4500-NO ₃ ⁻ F 21 st ED EPA 353.2	Drinking Water Non-potable Water	18
Nitrite	SM 4500-NO ₂ ⁻ B 21 st ED SM 4500-NO ₂ ⁻ B-2000	Drinking Water Non-potable Water	28
Nitrite, Dissolved	SM 4500-NO ₂ ⁻ B 21 st ED SM 4500-NO ₂ ⁻ B-2000	Drinking Water Non-potable Water	28
Orthophosphate as Phosphate	EPA 365.1	Drinking Water	22
Orthophosphate as Phosphorus	SM 4500-P G-1999	Non-potable Water	22
Orthophosphate, Dissolved as Phosphate	EPA 365.1	Drinking Water	22
Orthophosphate, Dissolved as Phosphorus	SM 4500-P G-1999	Non-potable Water	22
pH	SM 4500-H ⁺ B 21 st ED SM4500-H ⁺ B-2000	Drinking Water Non-potable Water	15
Pheophytin <i>a</i>	SM 10200 H-2001	Non-potable Water	15
Phosphorus as Phosphate	SM 4500P I 21 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 SM 4500-SiO ₂ C-1997	Drinking Water Non-potable Water	41

FY20 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 20 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 20 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.

FY20 PRICE LIST

Metals

Analysis Name	Method Reference	Matrix	FY 20 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

FY20 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 20 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 245.1	EPA 245.1	Drinking Water Non-potable Water	67

FY20 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 20 Price (\$)
Mercury 245.1, Dissolved	EPA 245.1	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

FY20 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 20 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 20 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

Organic Chemistry

Analysis Name	Method Reference	Matrix	FY 20 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
PFC Expanded List in Water	MDH	Drinking Water Non-potable Water	319
THMs in Water	EPA 524.3	Drinking Water	85
VOCs in Water 524, Low Level	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 524, Low Level MDL	EPA 524.3	Drinking Water Non-potable Water	95
VOCs in Water 8260	EPA 8260D	Drinking Water Non-potable Water	95
VOCs in Water 8260, MDL	EPA 8260D	Drinking Water Non-potable Water	95

Additional Analyses for Prior Approval

Analysis Name	Method Reference	Matrix	FY 20 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
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
Tin	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16

⁴ Contact lab for current price.

FY20 PRICE LIST

Analysis Name	Method Reference	Matrix	FY 20 Price (\$)
Tin, Dissolved	EPA 200.8 EPA 200.8, EPA 6020	Drinking Water Non-potable Water	16
Total Organic Carbon (TOC)	MDH	Solid and Chem. Mat.	22
VOCs in Blood/Serum	MDH	Biological Materials	TBD ⁴

⁴ Contact lab for current price.

Operations and Quality Control

Analysis Name	Method Reference	Matrix	FY 20 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.

INVOICE NO. _____

Estimated Completion: _____% (from Column 6 Progress Report)

Final Invoice? Yes No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract No. 1034620

Billing Period: From _____ to _____

Contract Expiration Date: June 30, 2020

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. OES Project Costs	\$20,000.00			
2. Metro Tunnel Project Costs	\$ 3,016.00			
Net Earnings Totals:	\$23,016.00			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1071			
2195			
Total**			

**Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Department of Health

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Federal Project Number: RDF 8820(034)

Project Identification: Red Dye Fuel Monitoring Program

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and **Minnesota Department of Public Safety**, Address: **1110 Centre Pointe Curve, Mendota Heights, Minnesota 55120** (“DPS”).

This agreement is funded in whole or in part with federal dollars from CFDA #20.205.

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through D are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 6265.
- 2.2 MnDOT is in need of assistance from DPS to inspect and take diesel fuel samples from commercial vehicles being operated on the public roadways throughout the state.
- 2.3 DPS will inspect and take diesel fuel samples from vehicles being operated on the public roadways throughout the state. Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities; 15% of the samples taken will be as a result of specific Red Dyed Fuel (RDF) Enforcement Projects whereby the RDF activities will be the primary reason for the contact and these activities will be performed by officers working regularly scheduled shifts. The remaining 15% will come from fuel sampling activities performed by officers working on overtime. While on overtime, the officers will focus on red-dyed fuel enforcement activities. DPS will acquire approximately 10,000 fuel samples each State Fiscal Year (SFY) included in the term of this Agreement as part of this project and determine if RDF is being used. If RDF is in use on public roadways, a determination will be made as to what enforcement action will be taken.
- 2.4 DPS will submit a quarterly and annual report to MnDOT, outlining project activities and progress, including number of samples taken and number of “positive” tests indicated.
- 2.5 See Exhibit A for additional information.

3 Consideration and Payment

- 3.1 DPS will be reimbursed at an amount not to exceed \$465,000.00, according to the breakdown of costs described in Exhibit B. DPS may request from MnDOT’s Authorized Representative an adjustment in breakdown of costs if it does not change the total amount of the agreement.
- 3.2 DPS must submit invoices electronically for payment, on a quarterly basis, using the format set forth in Exhibit C. DPS will submit a quarterly report on their activities along with each invoice.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed \$465,000.00.

4 Conditions of Payment

- 4.1 All services provided by DPS under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.

- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 DPS must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

5 Agreement Personnel

5.1 MnDOT's Authorized Representative will be:

Name: Ashley Duran, Contract Administrator (or his/her successor)
Address: Minnesota Department of Transportation
Consultant Services Section, Mail Stop 680
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800
Telephone: 651-366-4627
E-Mail: ashley.duran@state.mn.us

5.2 MnDOT's Project Manager will be:

Name: Brian Gage, Director (or his/her successor)
Address: Minnesota Department of Transportation
Program Development Section, Mail Stop 440
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800
Telephone: 651-366-3748
E-Mail: brian.gage@state.mn.us

5.3 DPS's Authorized Representative will be:

Name: Captain Jonathan Olsen
Address: Minnesota Department of Public Safety
State Patrol Division, Commercial Vehicle Section
1110 Centre Point Curve, Mendota Heights, Minnesota 55120
Telephone: 651-405-6180
E-Mail: jonathan.olsen@state.mn.us

6 Amendments

- 6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

- 7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

- 8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

- 9.1 **Plain Language.** DPS must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, DPS will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;

- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** DPS agrees to comply with the State of Minnesota’s Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. DPS’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, DPS will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10 Contractor Payment Form Requirement

10.1 If DPS is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, DPS must complete Exhibit D, the “Contractor Payment Form”, and submit it to MnDOT’s Office of Civil Rights (OCR) until final payment is made. DPS must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to DPS to be withheld. DPS must submit one copy of this form to MnDOT’s OCR and one to MnDOT’s Project Manager, no later than 10 days after receiving a payment from MnDOT.

MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

(Future FY2020 Funds)

DPS

Signed:

Title:

Date:

Camille J. [Signature]
 Deputy Commissioner
 6/25/2019

MnDOT

(with delegated authority)

Signed:

Title:

Date:

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

EXHIBIT A DETAILED SCOPE OF WORK AND DELIVERABLES

The use of red-dyed diesel fuel (fuel on which no road-use taxes are paid) on the highways of our state is estimated to cost the state of Minnesota several million dollars each year in unpaid road-use taxes.

1. WHAT IS RED-DYED FUEL?

As of October 1, 1993, operators of on-highway diesel engine powered vehicles throughout the United States (US) were required by US Environmental Protection Agency (EPA) regulations to use low (<0.05%) sulfur fuel.

US EPA and Internal Revenue Service (IRS) regulations require, since October 1, 1994, that high-sulfur and/or tax-exempt diesel fuels be dyed red to facilitate identification. Initial EPA low-sulfur diesel regulations, which took effect on October 1, 1993, required addition of blue dye to non-complying high-sulfur (>0.05 wt %) fuels. The requisite dye was subsequently changed from blue to red in response to Federal Aviation Administration (FAA) concerns that blue-dyed diesel fuel might be confused with the most common aviation gasoline, which was already being dyed blue.

The EPA regulations, which apply at the refinery gate, require “visible evidence of the presence of red dye” to identify high-sulfur fuels that are intended for off-highway use. The presence of dye serves only as an indicator. Detection of dye in fuels in on-highway use triggers measurement of sulfur content. Penalties are assessed based on observed sulfur content, not on the presence of dye. In practice, the EPA regulations require refiners to add a level of Solvent Red 164 dye that is equivalent to no more than 0.75 lb/1000 bbl (ptb) of a solid Solvent Red 26 dye standard.

The more-specific IRS regulations require that tax-exempt high-sulfur and low-sulfur diesel fuels contain (as a minimum) a level of a Solvent Red 164 dye that is spectrally equivalent to 3.9 ptb (11.1 mg/L) of Solvent Red 26 dye standard. Solvent Red 26 is used as the standard because it is a single chemical compound that is available in pure form. Solvent Red 164 is specified for use in commercial products because it is more fuel soluble and less costly than the standard. Despite industry objections, the IRS argues that the high dye level specified is necessary to enable detection even after five-fold dilution of dyed fuel with undyed fuel.

The current federal excise tax on diesel fuel is \$0.244 per gallon. However, certain fuel uses are tax-exempt or subject to a reduced rate. These include: heating, farming, use by state or local governments or nonprofit educational organizations, and boats engaged in fishing or transportation. Dyed diesel fuel may be used only for non-taxable purposes. Anyone who knowingly sells or uses dyed diesel fuel for taxable purposes or who willfully alters the concentration of dye in diesel fuel is subject to a monetary penalty. The 1993 Act gives the IRS authority to enforce the diesel fuel tax, including the authority to inspect terminals, dyes, dyeing equipment, and fuel storage facilities, and to stop, detain and inspect vehicles.

Because the natural color of diesel fuels varies from nearly colorless to amber, red dye concentration cannot be measured accurately by simple visible spectroscopy. To circumvent the difficulty, the IRS, working with the US Air Force Aerospace Laboratory, developed a second derivative visible spectroscopic method (STFL-101A). The computer-facilitated method, which uses the amplitude difference between the definitive second derivative spectrum maximum at 538 nanometers (nm) and the minimum at 561 nm to determine red dye concentration, effectively eliminates interference from the background color of the fuel.

2. HOW/WHY DO RED-DYED FUEL VIOLATIONS OCCUR?

Many people who operate diesel powered automobiles view using off-road fuels as an easy way to circumvent the road tax paid on non-dyed fuels. Their vehicles function fine on the dyed fuel and they buy these fuels with the intent to escape the appropriate state and federal taxes.

The trucking industry (when healthy) typically operates on a profit margin between 2% and 7%. Managers naturally seek out ways in which to decrease overhead costs without reducing their customer services. Fuel is the largest overhead expense for the trucking industry and motor carriers can save 25%-40% of this, their greatest operational expense, by regularly using red-dyed fuels (RDF) in their on-road operations.

This type of tax evasion can easily be accomplished by the use of after-hours credit card payment systems. This road-tax evasion is estimated to cost the state of Minnesota several million dollars each year.

The Minnesota statute is explicit in its prohibition against and the penalties involved in using RDF upon the highways:
Excerpted from Minnesota Statutes 296A.22

Subdivision 4: Unlawful Use of Dyed Fuel

- (a) *If any dyed fuel is sold or held for sale by a person for any use which the person knows or has reason to know is not a nontaxable use of the fuel; or if any dyed fuel is held for use or used in a licensed motor vehicle or for any other use by a person for a use other than a nontaxable use and the person knew, or had reason to know, that the fuel was so dyed; or if a person willfully alters, or attempts to alter, the strength or composition of any dye or marking in any dyed fuel, then the person shall pay a penalty in addition to the tax, if any.*
- (b) *Except as provided in paragraph (c), the amount of penalty under paragraph (a) for each act is the greater of \$1,000, or \$10 for each gallon of dyed fuel involved.*
- (c) *With regard to a multiple violation under paragraph (a), the penalty shall be applied by increasing the amount in paragraph (b) by the product of (1) such amount, and (2) the number of prior penalties, if any, imposed by this section on the person, or a related person, or any predecessor of the person or related person.*
- (d) *If a penalty is imposed under this subdivision on a business entity, each officer, employee, or agent of the entity who willfully participated in any act giving rise to the penalty is jointly and severally liable with the entity for the penalty.*

3. HOW CAN RDF USAGE BE DETECTED?

With the assistance of DPS's Minnesota State Patrol, Commercial Vehicle Section, the Minnesota Department of Revenue (MnDOR) and the local IRS office have each assessed an estimated \$888,000 in back-taxes and penalties since the original project began as a result of these enhanced RDF tax enforcement activities.

Activities such as routine roadside commercial vehicle/driver safety inspections offer officers an opportunity to obtain a preliminary fuel sample using a pipette. Prior to sampling, the driver is presented with IRS Notice #916 "*Taxable Fuel Inspection Notice*" which details the authority of agents to inspect for RDF usage. The driver also receives an information pamphlet that discusses red-dyed fuel prohibitions and usage penalties.

If the officer is able to visually detect RDF in the pipette sample, a second, evidentiary sample is taken using a hand pump siphon and a *Chain of Custody Control Document* is initiated for this second sample. A *Field Report/Checklist*, documenting driver, vehicle, owner, and carrier information is also begun at this time. A Petrospect Fuel Analyzer has been purchased and is employed for preliminary analysis in the field before the evidentiary sample is drawn. This device has worked to almost entirely eliminate "false positives" when used.

When a positive sample is detected, the driver is further provided with an *Initial Violation Notice* and an *Information Pamphlet* describing sample processing and the possible penalties involved.

Before being released from the site, the driver is advised he/she has 24 hours to completely remove all RDF from the vehicle. The sampling officer forwards the sample to the MnDOR who records and forwards the sample to the local IRS office. The IRS then forwards it to a US Air Force testing laboratory for spectroscopic examination and assessment.

4. WHAT ENFORCEMENT ACTION CAN BE TAKEN?

If the testing laboratory confirms the sample contains RDF, then the local IRS office is so notified and the MnDOR or the IRS office initiates a prosecutorial case. Officers from either or both revenue agencies will then make a follow-up visit to the business location. Samples of fuel are taken from all other vehicles on-site, as well as any bulk storage tanks on the premises. Fuel supply records are audited during this visit and compared to vehicle-miles-traveled, among other things, to determine if the business entity is in fact purchasing enough road-taxed fuel to legally operate all of their on-road vehicles. Unpaid road-use taxes and appropriate additional penalties may be assessed by both agencies based upon this follow up audit.

If the taxpayer wishes to appeal the auditors' findings, the case will be moved to the appropriate state or federal tax court for adjudication. Upon a decision or a finding by the court, the case will then be remanded to the respective revenue agencies for collection as necessary.

100% of all road-use tax recovered by the MnDOR is deposited directly into the Minnesota Highway User Tax Distribution Fund. 100% of all road-use tax recovered by the IRS is deposited directly into the Federal Highway Trust Fund.

5. PLAN OF ACTION

During State Fiscal Years (SFY) 2020 and SFY 2021, DPS will continue its symbiotic relationship with the MnDOR to inspect and acquire fuel samples from diesel powered vehicles operated on public roadways throughout the state.

When a retailer has been identified as providing RDF for highway use vehicles the team may determine to pursue surveillance activities to determine which vehicles may be utilizing non-taxed fuel. Often this activity occurs outside normal business hours using credit card payment systems.

Approximately 70% of the samples taken will be as an adjunct to other commercial vehicle safety enforcement activities. These will typically not be charged against the project budget as they are usually very short intervals and can be viewed as part of the safety inspection activity.

Another 15% of the samples taken will be as a result of specific RDF Enforcement Projects whereby the RDF activities will be the primary reason for the contact and further non-RDF enforcement activities may ensue as a result of the initial contact. These activities will be performed by officers working regularly scheduled shifts (not on an overtime basis). The remaining 15% of the samples will originate from fuel sampling activities performed by officers working RDF-specific activities on overtime. While on overtime, the officers will focus on RDF enforcement activities taking appropriate enforcement action on other violations detected as a result of the RDF project activities. With our inherent lack of staffing and manpower, this will help to ensure that our many other CMV safety related activities will not suffer due to a drain on our personnel resources as a result of the RDF project. DPS will obtain approximately 10,000 fuel samples each year of the project (SFY), and will report quarterly to the granting agency reference project activities and progress.

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**EXHIBIT B
BUDGET DETAILS**

Description	1st Year	2nd Year	Total Cost
Regular & Overtime Salaries	\$177,000.00	\$109,000.00	\$286,000.00
Fringe Costs	\$52,000.00	\$32,000.00	\$84,000.00
In-State and Out-State Travel Costs	\$6,000.00	\$4,000.00	\$10,000.00
Vehicle with Equipment	\$0.00	\$45,000.00	\$45,000.00
Supply/Material Costs	\$5,000.00	\$3,000.00	\$8,000.00
Indirect Costs	\$20,000.00	\$12,000.00	\$32,000.00
TOTAL CONTRACT AMOUNT			\$465,000.00

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**EXHIBIT C
 INVOICE FORM**

INVOICE NO. _____

Estimated Completion: _____% (from Column 6 Progress Report)

Final Invoice? Yes No

Invoice Instructions:

DPS must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Agreement No. 1034640
 Agreement Expiration Date: June 30, 2021

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Regular & Overtime Salaries	\$286,000.00			
Fringe Costs	\$84,000.00			
In-State and Out-State Travel Costs	\$10,000.00			
Vehicle with Equipment	\$45,000.00			
Supply/Material Costs	\$8,000.00			
Indirect Costs	\$32,000.00			
Net Earnings Totals:	\$465,000.00			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
6265			
Total**			

**Must Match Net Earnings Totals Above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Minnesota Department of Public Safety

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**EXHIBIT D
OFFICE OF CIVIL RIGHTS – CONTRACTOR PAYMENT FORM**

State Project Number: _____ Prime Contractor: _____

Payment Reporting Period: _____ to _____ Subcontractor: _____

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State’s Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State’s OCR (at Joyce.Brown-Griffin@state.mn.us) and one to State’s Project Manager, no later than 10 days after receiving a payment from State.

(A) Contractor’s Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)		(F) DBE? <i>(indicate)</i>	(G) Description of Work	(H) Subcontract Amount
1.			1.	
2.			2.	
3.			3.	
(I) Amount of Current Payment		(J) Amount Paid to Date	(K) % Paid to Date	(L) Final Payment? (Yes or No)
1.			1.	
2.			2.	
3.			3.	
(M) Company Official’s Signature, Title & Contact Info		(N) Date Signed	(O) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:		Phone Number:	Fax Number:

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (K) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (L) **Final Payment? (Yes or No):** Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (M) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (N) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (O) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 4.045, 16A.055, and 471.59, this is an agreement between Minnesota Management & Budget (MMB) and the Department of Transportation (DOT).

1. Services to be Performed:

Minnesota Management and Budget will provide staffing and support for the Children's Cabinet (Minnesota Statutes, section 4.045), including the coordination of interagency efforts seeking to ensure that all Minnesota children are healthy, safe, and prepared to achieve their full potential.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Erin Bailey, Assistant Commissioner – Children's Cabinet, or his/her successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, Erin.Bailey@state.mn.us, 651-201-8044.

DOT: Sue Mulvihill, Deputy, or his/her successor designated by the Commissioner, 395 John Ireland Blvd., 423 DOT Building, St. Paul, MN, 55155, sue.mulvihill@state.mn.us, 651-366-4814.

2. Consideration and Terms of Payment:

In consideration for services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$45,000

You will receive an annual invoice from MMB in July 2019. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 1, 2019, and shall remain in effect until June 30, 2020.

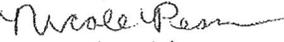
4. Amendments:

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:  Title: Chief of Staff Date: 6/18/19	By:  Title: Asst. Commissioner Date: 6/27/19

Encumbrance Verification

By: 
 Date: 6-19-19
 SC/PO: 15638/3000482203

STATE OF MINNESOTA

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Project ID Number : Multiple
Trunk Highway Number (TH): Multiple
Project Identification: State Patrol Extraordinary Enforcement in Maintenance Work Zones.

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS")

Agreement

1. Term of Agreement; Incorporation of Exhibits

- 1.1. **Effective Date:** This Agreement will be effective on the date signed by all necessary MnDOT and DPS officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. **Expiration Date:** This Agreement will expire on June 30, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Appendix A, a cost calculation matrix, and Appendix B, entitled "Procedures for the Use of Extraordinary Enforcement in Maintenance Work Zones", are attached and incorporated into this Agreement.

2. Scope of Work

- 2.1. MnDOT conducts maintenance work with internal forces using Project ID Numbers to track work on highways statewide. For some maintenance work, MnDOT believes that having State Troopers provide "extraordinary" traffic law enforcement in work zones (enforcement beyond the normal, routine Patrol activity) will help to make those work zones safer. DPS is willing to provide such extraordinary enforcement if MnDOT reimburses DPS the cost of providing such enforcement.
- 2.2. DPS will provide off-duty State Patrol officers for extraordinary traffic enforcement and traffic control upon request from MnDOT, and in accordance with the attached "Procedures for the Use of Extraordinary Enforcement in Maintenance Work Zones".
- 2.3. MnDOT will reimburse DPS for State Patrol services as specified in Article 3.
- 2.4. DPS will invoice MnDOT as specified in Article 4.
- 2.5. DPS will, at regular intervals but no less than once annually, provide MnDOT with a spreadsheet suitable for verifying the State Patrol hours and wages being billed to MnDOT maintenance projects for extraordinary traffic enforcement and traffic control. Format of the spreadsheet will be mutually agreed to by the parties.

3. Consideration and Payment

- 3.1. MnDOT will reimburse DPS for the extraordinary enforcement services on the following basis:
 - 3.1.1. The actual rate of overtime wage paid for every hour the State Patrol Officer is engaged in extraordinary enforcement, such wages to be determined in accordance with Appendix A.
 - 3.1.2. Retirement benefit overhead will be paid, at the prevailing rate, applied to all hours paid in accordance with Article 3.1.1 above.

- 3.1.3. DPS indirect/administrative costs will be paid, at the prevailing rate, applied to the costs specified in Articles 3.1.1 and 3.1.2 above.
 - 3.1.4. An allocated share of FICA and a workers comp factor will be paid, in accordance with the table in Appendix A.
 - 3.1.5. Travel to the maintenance work zone, patrol mileage, and return to base will be paid at the established rate for the class of vehicle used.
 - 3.1.6. Subsistence and lodging will be paid in accordance with the specifications of the applicable collective bargaining agreement. Copies of expense vouchers must be submitted with invoices.
- 3.2. Appendix A illustrates an estimated rate for the current State Fiscal Year. Invoices will be based on actual rates applicable at the time services are provided by DPS. Rates are subject to change every state fiscal year. Upon ratification of DPS collective bargaining agreements, near the start of each fiscal year, DPS will provide MnDOT with a revised Appendix A. Upon acceptance by MnDOT, such revised Appendix A will be incorporated into and become part of this Agreement upon execution of an amendment in accordance with Article 6.1 below.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed **Fifty Thousand and 00/100 Dollars** (\$50,000) for the current State Fiscal Year.

4. Conditions of Payment

- 4.1. All services provided by DPS under this Agreement must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 calendar days after receiving DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 calendar days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 calendar days of receipt of such corrected invoice.
- 4.3. DPS must create and enter an invoice in SWIFT.
- 4.4. MnDOT will make payment using the bilateral netting process in SWIFT.
- 4.5. DPS will invoice MnDOT on a bi-weekly basis. Invoices must itemize hours worked, retirement costs, indirect costs, travel costs, and subsistence/lodging costs; and must be in accordance with the following: All invoices must refer to the individual maintenance Project ID Number. The Project ID Number will be provided to the District Patrol Captain and Patrol Officer by the Area Maintenance Engineer coordinating the State Patrol services.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative and Project Manager will be:

Name: Jed Falgren, State Maintenance Engineer, (or successor)
Address: 395 John Ireland Blvd MS: 700
City/State/Zip: St Paul, MN 55155-1899
Telephone: 651-366-3566
Fax: 651-366-3555
E-Mail: Jed.Falgren@state.mn.us

- 5.2. DPS's Authorized Representative will be:

Name: Matthew Langer, Colonel, Minnesota State Patrol, (or successor)
Address: 445 Minnesota Street Suite 130

City/State/Zip: St Paul, MN 55101-5130

Telephone: 651-201-7114

Mobile: 612-919-8178

E-Mail: matthew.langer@state.mn.us

6. Amendments

6.1. Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7. Liability

7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

8.1. Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party. Upon termination of this Agreement, DPS will be entitled to payment for services satisfactorily performed prior to termination.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05

By: Penny Pray Digitally signed by Penny Pray
Date: 2019.10.09 08:41:51 -05'00'

Date: _____

SWIFT Contract ID: 167748

Purchase Order ID: 3000502538

DEPARTMENT OF TRANSPORTATION

By: Jed Falgren Digitally signed by Jed Falgren
Date: 2019.11.05 12:07:43 -06'00'

Title: _____

Date: _____

DEPARTMENT OF PUBLIC SAFETY

By: [Signature]

Title: Assistant Chief

Date: 10/09/19

MNDOT CONTRACT MANAGEMENT

By: [Signature]

Date: 11/7/2019

Appendix A

Attached to Contract# 1034703

8th Step Trooper Overtime Rate*		\$55.92
	FY2020	
Retirement*	23.1%	\$12.91
Indirect/Administrative Costs**	8.59%	\$4.80
FICA***	1.45%	\$.81
Worker's Comp Factor***	2.10%	\$1.17
Mileage (40 miles, .58 per mile)	.58	\$23.20
Total		\$98.81

Example shows Trooper at step 8.

This is an example only. Actual Trooper rates will vary in accordance with collective bargaining agreements.

*Rate determined by State Law in accordance with collective bargaining agreement

**Rate determined annually and approved by Minnesota Management and Budget (MMB)

**Includes funds that go to parties: Minnesota State Patrol and Fiscal Administrative Staff

***Rate determined by Federal Law

Mileage is indexed to the Federal IRS rate and subject to change each FY

This is the initial appendix; this appendix may be revised annually in accordance with article 3.2 of the agreement

Appendix B

PROCEDURES FOR THE USE OF EXTRAORDINARY ENFORCEMENT EFFORTS IN MAINTENANCE WORK ZONES

POSITION STATEMENT

The Minnesota Department of Transportation (MnDOT) intends to employ extraordinary traffic enforcement and surveillance efforts in maintenance work zones (projects), when those efforts can reasonably be expected to increase the safety of the traveling public and/or maintenance personnel. The Federal Highway Administration promotes the use of Extraordinary Enforcement to enhance work zone safety.

When such extraordinary efforts are utilized, the costs experienced by the providing law enforcement agency, typically the State Patrol, should be borne by MnDOT. The need for such efforts should, if possible, be identified early in the maintenance work planning process, so that the efforts of both agencies can best be coordinated.

It is the intention of MnDOT to employ the State Patrol on select maintenance projects that have a higher risk to the traveling public and maintenance staff which includes locations with poor sight distance, high speed and traffic volume. These include work that requires lane closures or moving work zone operations. Charges to the Maintenance Project ID Number will be expected for the extraordinary enforcement effort when costs are incurred by the State Patrol. The use of the State Patrol is considered cost effective because no other practical alternative exists.

DEFINITIONS

The extraordinary enforcement that meets this following definition may be utilized under this Agreement: When District Maintenance, in coordination with their District State Patrol Office, determines extraordinary enforcement is essential to the safety of a maintenance work zone and needs to guarantee enforcement presence, they may request extraordinary enforcement by submitting a request to the MnDOT Office of Maintenance (CO Maintenance) in accordance with the provisions of this agreement. This will enable a dedicated service that State Patrol will provide.

PROCEDURES

The following procedure shall be used when it is determined that extraordinary traffic enforcement efforts are needed. This procedure shall be used when completing the work planning process.

Coordination and concurrence of the State Patrol District Office must occur prior to submitting a request to CO Maintenance. Requests must be submitted to CO Maintenance at least 3 days prior of the actual work taking place.

Responsible Organization	Required Action
District Maintenance	Determine the need for enforcement effort.
	Contact State Patrol District Captain to discuss need.
State Patrol District	Develop enforcement plan.
	Estimate plan costs and submit to the designated District Maintenance contacts for review.
District Maintenance	Submit request form to CO Maintenance for review and approval
CO Maintenance	Review and respond to district request
State Patrol Headquarters	Invoice CO Maintenance referencing the contract number and Project ID Number
CO Maintenance/Construction	Review invoice and facilitate payment of the invoice to State Patrol
MnDOT Accounts Payable	Pay invoice

NOTE: In emergency situations where dedicated extraordinary enforcement is required, paid enforcement may proceed with verbal approval from the following: 1) the Office Director or Maintenance Operations Engineer in the MnDOT Office of Maintenance, or designee; and 2) the State Patrol District Captain.

AMENDMENT # 01 TO MnDOT INTERAGENCY AGREEMENT #: 1034703.

Contract Start Date: 11/07/2019
Orig. Contract Exp. Date: 06/30/2020
Amended Start Date: 07/01/2019

Project Identification: State Patrol Extraordinary Enforcement in Maintenance Work Zones
State Project (SP): Multiple Trunk Highway #: Multiple

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS")

Recitals

1. MnDOT has a contract with DPS identified as MnDOT Contract No. 1034703 ("Original Contract") for DPS to provide "extraordinary" traffic law enforcement in work zones (enforcement beyond the normal, routine Patrol activity). DPS has agreed to provide such extraordinary enforcement if MnDOT reimburses DPS for the cost of providing such enforcement.
2. MnDOT is amending the effective date of the contract in order to ensure that DPS is compensated for all extraordinary traffic law enforcement work done by State Patrol, including work performed prior to the effective date of the Original Contract
3. MnDOT and DPS are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1.

1.1 Effective date: This Agreement will be effective on ~~the date signed by all necessary MnDOT and DPS officials, as required by Minnesota Statutes 516C.05, subdivision 2.~~ July 01, 2019.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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DEPARTMENT OF PUBLIC SAFETY

By: *Becki Selvig*
Title: Assistant Chief
Date: 11-19-19

By: _____
Title: _____
Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: N/A
Date: _____

SWIFT Contract # _____

SWIFT Purchase Order # _____

DEPARTMENT OF TRANSPORTATION

By: *Susan M. Paulukis*
Title: Deputy Commissioner
Date: 11/19/19

MNDOT CONTRACT MANAGEMENT

By: *Jay*
Date: 11-19-2019



MnDOT Contract #: 1034703A02

AMENDMENT # 02 TO MnDOT#: 1034703

Contract Start Date:	11/07/2019	Original Contract Amount:	\$50,000.00
Orig. Contract Exp. Date:	06/30/2020	Prev. Amendment(s) Total:	N/A
Amended Exp. Date :	06/30/2021	Current Amendment Amount:	\$20,000.00
		Current Contract Total: \$	\$70,000.00

Project Identification: Maintenance Extraordinary Enforcement

State Project (SP): N/A

Trunk Highway #: Statewide

Federal Project # : N/A

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and the Minnesota Department of Public Safety ("DPS").

Recitals

1. MnDOT has an agreement with DPS identified as MnDOT Contract No. 1034703 ("Original Agreement") to provide traffic enforcement to field employees within work zones.
2. The Original Agreement is expiring. MnDOT would like to extend it for one year.
3. MnDOT and the DPS are willing to amend the Original Agreement as stated below.

Contract Amendment

In this Amendment deleted agreement terms will be ~~struck out~~ and the added agreement terms will be underlined.

REVISION 1. Article 1.2 "**Expiration Date**" is amended as follows:

1.2 **Expiration date:** This Agreement will expire on ~~June 30, 2020~~ June 30, 2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Article 3.3 is amended as follows:

3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Agreement will not exceed ~~Fifty Thousand and 00/100 Dollars (\$50,000)~~ Fifty Seventy Thousand and 00/100 Dollars (\$70,000) for the current State Fiscal Year.

The terms of the Original Agreement are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

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DEPARTMENT OF

DocuSigned by:

By: _____

Matthew Langer

Title: _____

8178F69DD4C24BD...

Date: 6/30/2020

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____

Date: 7/1/20

SWIFT Contract # 179498

SWIFT Purchase Order # 3000543905

MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

STATE OF MINNESOTA
INTERAGENCY CONTRACT

Project Identification: Veterans Affairs Cooperative Agreement _____

This Contract is between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Veterans Affairs ("MDVA").

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract 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 Contract will expire on 06/30/2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit 1 is attached and incorporated into this Contract.

2. Scope of Work

- 2.1 MDVA is requesting assistance with an acute need regarding recent network activity and is requesting assistance as a result of that activity. MnDOT is able to provide certain expertise and assets to assist with what MDVA deems, if any, additional actions need to be taken regarding the network activity. MnDOT will provide the assistance requested by MDVA (personnel, contracts, consultants, and vendors) and bill for the services consumed as billed by any person or entity associated with the project. MDVA will provide guidance to MnDOT staff regarding the services and provide payment for the requested services.
- 2.2 MnDOT will provide: Staff time, support services, vendors, consultants, and related services in support of those services.
- 2.3 MDVA will provide: Direction and funding for the services consumed.

3. Consideration and Payment

- 3.1 MnDOT will provide an itemized monthly bill to MDVA for any services consumed during the previous month.
- 3.2 MnDOT staff will be provided at MnDOT's own expense and will not be reimbursed by MDVA. All other costs borne by MnDOT will be compensated for ACCORDING TO THE SCHEDULE OF COSTS CONTAINED IN EXHIBIT 1.
- 3.3 The total obligation of MDVA for all compensation and reimbursements to MnDOT under this Contract will be within the limits of Exhibit 1, and will not to exceed a total obligation of **\$60,000.00**.

4. Conditions of Payment

- 4.1 MDVA is authorizing MnDOT to incur expenses on their behalf as directed by MDVA Authorized Representative, all costs generated are to be reimbursed.
- 4.2 MDVA will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124.
- 4.3 MnDOT must create and enter an invoice in SWIFT.
- 4.4 MDVA will make payment using the bilateral netting process in SWIFT.

5. Contract Personnel

5.1 MnDOT's Authorized Representative and Project Manager, will be the contact for technical issues
MnDOT's Project Manager will be:

Name: Joshua Root _____ or successor.
Title: Senior Counsel _____
Street Address: 395 John Ireland Blvd. _____
City, State, Zip: St. Paul, MN 55155 _____
Telephone: 651-366-4799 _____
Email: joshua.root@state.mn.us _____

5.2 MDVA Authorized Representative will be:

Name: Kristen Root _____ or successor.
Title: General Counsel _____
Street Address: 20 West 12th St. _____
City, State, Zip: St. Paul, MN 55155 _____
Telephone: 651-548-5956 _____
Email: Kristen.root@state.mn.us _____

6. Amendments

6.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

8.1 Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party.

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COMMISSIONER OF VETERANS AFFAIRS

The MDVA certifies that the appropriate person(s) have executed the contract on behalf of the Other Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: [Signature]
Title: MDVA Commissioner
Date: June 26, 2019

By: _____
Title: _____
Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: [Signature]
Date: 6/25/19

SWIFT Contract # K-160406

SWIFT Purchase Order # 3-39294

COMMISSIONER OF TRANSPORTATION

By: [Signature]
Title: Chief Counsel
Date: June 26, 2019

Minnesota Department of Transportation
Contract Management

By: [Signature]
Date: 6/26/2019



State of Minnesota
Interagency Contract
Amendment #1

MnDOT Contract #: 1034744
MDVA Contract # 160406

Table with contract details: Contract Start Date (6/26/19), Original Contract Expiration Date (6/30/20), Current Contract Expiration Date (6/30/20), Requested Contract Expiration Date (NA), Total Contract Amount (\$157,600.00), Original Contract (\$60,000.00), Previous Amendment(s) Total (\$47,600.00), This Amendment (\$50,000.00).

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Veterans Affairs ("MDVA").

Recitals

- 1. The parties have a contract identified as MnDOT Contract #1034744 or MDVA Contract # 160406 ("Original Contract") for MnDOT to provide assistance regarding recent network activity to MDVA.
2. The assistance necessary has increased, and as a result, may exceed the original estimated total obligation.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment #2

In this Amendment, changes to pre-existing Contract language will use strike through for deletions and underlining for insertions.

REVISION 1. Clause 3.3 is amended as follows:

The total obligation of MDVA for all compensation and reimbursements to MnDOT under this Contract will be within the limits of Exhibit 1, and will not exceed a total obligation of \$107,600.00 \$157,600.00.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: [Signature]

Date: 12/13/19

SWIFT Contract No. K-160406 v3/POB-39294

2. MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: [Signature]

Title: MDVA Commissioner

Date: 12/13/19

3. MINNESOTA DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: [Signature] (with delegated authority)

Date: 12/19/19



State of Minnesota
Interagency Contract

Amendment #1 Should be Amendment 02 SJB 03/06/2020

MnDOT Contract #: 1034744

MDVA Contract # 160406

Contract Start Date:	<u>6/26/19</u>	Total Contract Amount:	<u>\$157,600.00</u>
Original Contract Expiration Date:	<u>6/30/20</u>	Original Contract:	<u>\$60,000.00</u>
Current Contract Expiration Date:	<u>6/30/20</u>	Previous Amendment(s) Total:	<u>\$\$47,600.00</u>
Requested Contract Expiration Date:	<u>NA</u>	This Amendment:	<u>\$50,000.00</u>

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Veterans Affairs ("MDVA").

Recitals

1. The parties have a contract identified as MnDOT Contract #1034744 or MDVA Contract # 160406 ("Original Contract") for MnDOT to provide assistance regarding recent network activity to MDVA.
2. The assistance necessary has increased, and as a result, may exceed the original estimated total obligation.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment #2

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 3.3 is amended as follows:

The total obligation of MDVA for all compensation and reimbursements to MnDOT under this Contract will be within the limits of Exhibit 1, and will not exceed a total obligation of ~~\$107,600.00~~ \$157,600.00.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: [Signature]

Date: 12/13/19

SWIFT Contract No. K-160406 v3/POB-39294

2. MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: [Signature]

Title: MDVA Commissioner

Date: 12/13/19

3. MINNESOTA DEPARTMENT OF TRANSPORTATION

By: [Signature]

Title: (with delegated authority)

Date: 12/19/19



State of Minnesota
Interagency Contract
Amendment #3

MnDOT Contract #: 1034744
MDVA Contract # 160406

Table with contract details: Contract Start Date (6/26/19), Original Contract Expiration Date (6/30/20), Current Contract Expiration Date (6/30/20), Requested Contract Expiration Date (NA), Total Contract Amount (\$167,600.00), Original Contract (\$60,000.00), Previous Amendment(s) Total (\$97,600.00), This Amendment (\$10,000.00)

This amendment is by and between the Minnesota Department of Transportation ("MnDOT") and Minnesota Department of Veterans Affairs ("MDVA").

Recitals

- 1. The parties have a contract identified as MnDOT Contract #1034744 or MDVA Contract # 160406 ("Original Contract") for MnDOT to provide assistance regarding recent network activity to MDVA.
2. The assistance necessary has increased, and as a result, may exceed the amended estimated total obligation.
3. The Parties are willing to amend the Original Contract as stated below.

Contract Amendment #3

In this Amendment, changes to pre-existing Contract language will use strike-through for deletions and underlining for insertions.

REVISION 1. Clause 3.3 is amended as follows:

The total obligation of MDVA for all compensation and reimbursements to MnDOT under this Contract will be within the limits of Exhibit 1, and will not exceed a total obligation of \$157,600.00 \$167,600.00.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: [Signature]

Date: 1-8-2020

SWIFT Contract No. K-160406 PO 3-31294

3. MINNESOTA DEPARTMENT OF TRANSPORTATION

By: [Signature]

(with delegated authority)

Title:

Date:

2. MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: [Signature]

Title: MDVA Commissioner

Date: 1-8-20



MAD Project Number: 2020-017
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation- CVO

MAD Contact: Beth Bibus

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency: Transportation	Fiscal Year: 2020	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$19,880.00	Amount of Contract First FY: \$19,880.00	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
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 Department of Transportation- CVO (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 services (to be defined with the client as the work proceeds, tailored to match consulting hours available in the agreement):

- First round of feedback and edits to the draft report from CVO/OFCVO
- Additional research or analysis if needed
- Depending on CVO's needs: Prepare a presentation, meet with other MnDOT offices/leadership to discuss draft report
- Finalize the report
- Flexible consultation with CVO on next steps, which could include consulting with the hazmat specialists on implementation of identified improvements

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Beth Bibus

Requesting Agency: Deb Ledvina

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 142 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 \$19,880.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective July 1, 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 December 31, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Deb Ledvina. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: 
Title:	Title: <i>Director</i>
Date:	Date: <i>6-25-19</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date: (Future FY2020 Funds)	Date:

**AMENDMENT to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2020-017**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation-CVO**, has an interagency agreement identified as **2020-017** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective July 1, 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 ~~December 31, 2019~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Reuda E Rapp</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Oct 30, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-017

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation-CVO**, has an interagency agreement identified as **2020-017** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **3** of the original contract shall be amended to read:

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~442-282~~ 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 ~~\$19,880.00~~ \$39,480.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

**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 Department of Transportation.

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 DOT: Susan Mulvihill, Deputy Commissioner/Chief Engineer, or her successor, 395 John Ireland Blvd., St. Paul, MN 55155.

2. Consideration and Terms of Payment:

In consideration for the services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST for FY 20 = \$170,274

You will receive a quarterly invoice from MMB for 25% of this amount, beginning August 2019. Each quarterly invoice shall be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 1, 2019, and shall remain in effect until June 30, 2020.

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: <i>Dinin</i>
Title:	Title: <i>CFO</i>
Date:	Date: <i>6-26-19</i>

3. Encumbrance Verification

By/Date:

4. Contract Management

By/Date:

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.09 and 471.59, this is an agreement between Minnesota Management and Budget and Department of Transportation.

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 DOT: Susan Mulvihill, Deputy Commissioner/Chief Engineer, or her successor, 395 John Ireland Blvd., St. Paul, MN 55155.

2. Consideration and Terms of Payment:

In consideration for the services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST for FY 20 = \$75,920

You will receive an invoice from MMB for this amount in July 2019. This invoice shall be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 1, 2019, and shall remain in effect until June 30, 2020.

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:	Title: CFO
Date:	Date: 6-26-19

3. Encumbrance Verification

By/Date:

4. Contract Management

By/Date:

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055, 43A.01, 43A.04 and 471.59, this is an agreement between Minnesota Management and Budget and Department of Transportation.

1. Services to be Performed:

The chief inclusion officer will lead the development and implementation of proactive diversity, equity, and inclusion programs which will support the State's diversity and inclusion strategic plan. The chief inclusion officer will also provide strategic guidance and direction across the enterprise and support the Governor's Diversity, Inclusion, and Equity Council.

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 DOT: Susan Mulvihill, Deputy Commissioner/Chief Engineer, or her successor, 395 John Ireland Blvd., St. Paul, MN 55155.

2. Consideration and Terms of Payment:

In consideration for the services provided, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST for FY 20 = \$52,497

You will receive an invoice from MMB for this amount in July 2019. This invoice shall be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 1, 2019, and shall remain in effect until June 30, 2020.

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: <i>Dinn</i>
Title:	Title: <i>CFO</i>
Date:	Date: <i>6-26-19</i>

3. Encumbrance Verification

By/Date:

4. Contract Management

By/Date:

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16B.04 and 471.59, this is an agreement between the Department of Administration (ADMIN) and the Department of Transportation (MNDOT)

1. Services to be Performed:

The Office of Enterprise Sustainability (OES) will support state agencies' efforts to fulfill the sustainability goals outlined in the Executive Order 19-27 by managing sustainability metrics and reporting (e.g. Sustainability Reporting Tool); educating on sustainability best practices; assisting with development of their sustainability plans; administering the Productivity Loan Fund; publishing an annual report; and providing other technical assistance.

2. Authorized Agents:

The following persons will be the primary contacts and authorized agent for all matters concerning this agreement:

ADMIN: Erin Campbell, Assistant Commissioner, or her successor, Room 200, 50 Sherburne Ave., Saint Paul, MN 55155, (651) 201-2561

MNDOT: Timothy Sexton, Chief Sustainability Officer, 395 John Ireland Blvd., Saint Paul, MN 55155 (651) 366-3622

3. Consideration and terms of Payment

In consideration for sustainability services provided, MNDOT agrees to contribute to this effort as follows:

- If the method of payment is an appropriation transfer, the SWIFT accounting codes are: Fund 2001, FinDeptID G021ADMN, Approp ID G027203
- If paying by invoice, the coding will be the same as above except that the FinDeptID will be G0231009
- Please submit the following amounts not later than July 22nd of each fiscal year:
 FY 2020: \$60,000 FY 2021: \$60,000 Total for the biennium: \$120,000

4. Terms of Agreement

This agreement is effective July 1, 2019 and shall remain in effect until June 30, 2021.

5. Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

Approved:

Department of Administration By: <u>Erin Campbell</u> Title: <u>Assistant Commissioner</u> Date: <u>7-25-19</u>	Department of Transportation By: <u>Timothy Sexton</u> Title: <u>Assistant Division Director</u> Date: <u>7-18-19</u>
MnDOT Encumbrance Verification By: <u>Meredith Re</u> Date: <u>7-18-19</u> SWIFT Contract No. <u>162922</u> SWIFT PO No. : <u>3000489257</u>	MnDOT Contract Management By: <u>[Signature]</u> Title: <u>7-19-2019</u> Date: <u>Deputy Chief Counsel</u>

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Federal Project Number: SPR CR 20(001)

Project Identification: CRM Portal Business Analyst

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and **Minnesota Geospatial Information Office (MnGEO)**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **July 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGEO under this agreement will not exceed **\$120,000.00**.

4 Conditions of Payment

- 4.1 All services provided by MnGEO under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGEO invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGEO within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGEO within 30 days of receipt of such invoice.
- 4.3 MnGEO must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT’s Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered “received” within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT’s Consultant Services Section.

5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:
- Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)
- Address: Minnesota Department of Transportation
Consultant Services, Mail Stop 680
395 John Ireland Boulevard, St. Paul, MN 55155-1800
- Telephone: 651-366-4692

E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)
 Address: Minnesota Department of Transportation
 Cultural Resources Unit, Mail Stop 620
 395 John Ireland Boulevard, St. Paul, MN 55155-1800
 Telephone: 651-366-3616
 E-Mail: jacob.foss@state.mn.us

5.3 MnGEO's Authorized Representative will be:

Name/Title: Daniel Ross, Geographic Info Systems Director
 Address: Minnesota Geospatial Information Office
 658 Cedar Street
 St. Paul, MN 55155
 Telephone: 651-201-2460
 E-Mail: dan.ross@state.mn.us

6 Amendments

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGEO must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGEO will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGEO agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGEO's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGEO will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10 Contractor Payment Form Requirement

10.1 If MnGEO is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGEO must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGEO must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGEO to be withheld. MnGEO must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

MnDOT

(with delegated authority)

Signed:

Title:

Date:

MnIT

Signed: _____

Title: Procurement Director

Date: 8/12/2019

DocuSigned by:
Tracy Gerasch
58BF08075AF6441...

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

MNIT # 3628

SCOPE

There are a number Cultural Resource Management (CRM) portals/applications that have been built (MnDOT's Cultural Resource Information System [CRIS], the OSA Portal, Mankato State University [MSU] Minnesota Archaeological Inventory Database [MAID]), are in the process of being built (State Historic Preservation Office [SHPO] Portal), or will be developed in the near future (Minnesota Indian Affairs Council [MIAC] Portal, Cultural Resources Library [CRL]). Each of the sponsoring organizations recognizes that their portal/application have some datasets, inputs, throughputs, and workflows that are shared. In order to ensure that these can be efficiently shared among the portals/applications directed coordination is required. A Business Analyst (BA) working across these portals/applications to facilitate sharing is the best solution for this need and will have the added benefit of strengthening the functionality of each portal individually, as well as all of the applications/portals as a whole. This BA will work with the BAs already assigned to ongoing efforts (CRIS III – Rewrite, and eventually MIAC and SHPO), to minimize duplication of efforts and maximize MnGeo's understanding of the processes captured within each application/portal. In addition, this BA will help ensure the tasks and deliverables of this document will meet every partner agency's requirements.

There are several tasks, each with subsets of deliverables, outlined for this position, which are listed in order of chronological priority, though some may be worked on concurrently. The percentages provided are estimates of the BA's total time that will be required to complete the deliverables of each task.

WORK PLAN

MnGEO will perform the following tasks:

Task Descriptions

Task 1: Project Management and Administration (15%)

- 1.1 Schedule monthly meetings with MnDOT and partner agency staff to review progress and discuss issues that have arisen, as requested by MnDOT.
- 1.2 Conduct general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.
- 1.3 Conduct general project management services including status reports, meetings with clients, detailed requirements gathering, Quality Assurance (QA)/Quality Control (QC) of deliverables, tasks and deliverables definitions and creation, and project communication.

Task 2: Support SHPO Portal Phase II (15%)

- 2.1 Lay the groundwork and develop the requirements for the digitization of SHPO's architecture history inventory forms, archaeological site forms, and National Register of Historic Places (NRHP) files, and geospatial records. The deliverables for this task will be utilized by consultants for the Architecture History Structures Geographic Information System (GIS) QA/QC Project and the SHPO Portal Phase II-File Organization and Partial Scanning Project in Fiscal Year (FY) 2020. After the Architecture History Structures GIS QA/QC Project and SHPO Portal Phase II-File Organization and Partial Scanning Project are finished, but before the SHPO Portal Phase III is launched, the scanned documents and geospatial data will be utilized by MnDOT and SHPO staff via hyperlinks in ArcGIS.
- 2.2 During Phase III of SHPO Portal development, incorporate the digitized documents and geospatial data into that portal.
- 2.3 Write a document organization and acquisition plan that: 1) identifies the documents at SHPO that need to be scanned; 2) documents and maps the existing inventory submission and management process; 3) outlines how to organize the paper files, including filing the backlog, in preparation for scanning; 4) identifies the documents that have already been scanned or are stored electronically at SHPO; 5) determines the feasibility/utility of acquiring existing digital documents from past submitters of those documents (i.e. ask consultants to submit old digital inventory forms). This will be implemented by a consultant during the SHPO Portal Phase II-File Organization and Partial Scanning Project.
- 2.4 Develop a scanning plan. The scanning plan will be implemented by a consultant during the SHPO Portal Phase II-File Organization and Partial Scanning Project:
 - 2.4.1 Prepare metadata for scanned documents.
 - 2.4.2 Outline the appropriate technical specifications (resolution, Output Control Report [OCR], file format, etc.) for digital documents.

- 2.4.3 Determine the file management system that will organize and allow access to the documents.
 - 2.4.4 Determines how to ensure public accessibility is maintained during and after scanning.
 - 2.4.5 Determines scanning schedule, requirements, and protocols for legacy files (current paper files), in process files, and new input (including digital documents from consultants).
 - 2.4.6 Develop QA/QC protocols for scanning workflow.
- 2.5 Participate in coordination meetings with MnDOT, SHPO, and the Architecture History Structures GIS QA/QC Project consultant to ensure that the GIS deliverables identified in the Architecture History Structures GIS QA/QC Project will meet the requirements for incorporation into the SHPO Portal during Phase III of that effort. The coordination meetings will inform the methods and protocols developed for the Architecture History Structures GIS QA/QC Project.

Task 3: MIAC Portal Structure and Business Process (30%)

- 3.1 Define the structure and business processes that will be encapsulated within the MIAC Portal and MIAC collaboration application site. The MIAC Portal will be developed in two phases (Phase I in FY20 and Phase II in FY21), under separate contracts with MnGeo. The MIAC collaboration application site will be developed under a separate agreement with MNIT Services.
- 3.2 Develop a document outlining the structure and business processes for the MIAC Portal.
- 3.3 Provide two sets of scopes and budgets, one each for Phase I and Phase II, which break the MIAC Portal build into two discrete, but complementary phases. Collectively these scopes and budgets need to be workable on the \$95k earmarked for MIAC Portal development during each fiscal year.
- 3.4 Develop an estimate of the ongoing yearly hosting cost for the MIAC Portal.
- 3.5 Develop a document outlining the structure and business processes that will be captured in the MIAC collaboration application site. The documented plan needs to be workable on the \$20k earmarked for the MIAC collaboration application site development.

Task 4: Inter-Portal/Application Interactions (15%)

- 4.1 Develop a high level plan delimiting the purview of each portal/application, including how they connect to each other, roles among portals, and who is in control of what data and processes.
- 4.2 Focus on inter-portal/application interactions, not the specific business processes that begin and end within a single portal/application.
- 4.3 Develop a high level plan that delimits each portal/application and defines how they interact.
- 4.4 Develop a short (<10 page) document that weighs the benefits and drawbacks of the “single sign-on portal” vs. “standalone portals that interact” models. This document will provide decision makers with enough information to make an informed decision about the future degree of portal interface integration among the OSA Portal, SHPO Portal, CRIS, MIAC Portal, MAID, and Cultural Resources Library.
- 4.5 Develop a short (<10 page) document that outlines some sensible functionality buildouts for the two applications/portals that are already built (OSA and CRIS). The sensible buildouts will be defined by the agency’s application/portal steward in conjunction with the BA.

Task 5: SHPO Portal Phase I Business Process

- 5.1 Make substantial progress towards documenting the business process requirements for SHPO Portal Phase I.
- 5.2 Develop a document describing the business processes related to the historic inventory, NCHRP, archaeology, and bibliography/reports workflows that will be captured in the SHPO Portal Phase I.

Task 6: Cultural Resource Library Structure and Business Process

- 6.1 Develop structure and business processes for the “Cultural Resources Library” (CRL), which will be the clearinghouse for archaeology and architecture/history grey literature, studies, contexts, MPDFs, and other hard to find cultural resource management documents. The agency sponsor for the CRL is yet to be determined, but MnDOT, Office of State Archeologists (OSA), MIAC, and SHPO will all play a role in structuring how it is developed.
- 6.2 Develop a document outlining the structure and business processes for the CRL.
- 6.3 Develop a scope and budget for the eventual build and hosting of the CRL.
- 6.4 Develop an estimate of the ongoing yearly hosting cost for the CRL.
- 6.5 Develop a scope and budget that covers the acquisition of the digital documents, many of which will need to be scanned, that will be eventually accessed through the CRL.

PROJECT SCHEDULE

Task:	Date:
1:	N/A
2:	September 30, 2019
3:	November 30, 2019
4:	March 31, 2020
5:	November 30, 2019
6:	June 30, 2020

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Direct Labor Costs

Task	GIS Advanced	Total
Task 1		
Support SHPO Portal Phase II	188.1	188.1
Task 2		
MIAC Portal Structure and Business Process	376.2	376.2
Task 3		
Inter-Portal/Application Interactions	188.1	522.5
Task 4		
SHPO Portal Phase I Business Process	250.8	250.8
Task 5		
Cultural Resource Library Structure and Business Process	62.7	62.7
Task 6		
Project Management and Administration	188.1	188.1
Total Hours	1253.9	1253.9
Fixed Hourly Rate	\$ 95.70	
Total Direct Labor Costs:	\$ 120,000.00	\$ 120,000.00
TOTAL CONTRACT AMOUNT	\$	120,000.00

State Project Number:	Payment Reporting Period: to	Prime Contractor:
Invoice Number:	Date Paid by State:	Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State’s Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State’s OCR (at Joyce.Brown-Griffin@state.mn.us); State’s Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor’s Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)	(F) DBE? (indicate)	(G) Description of Work		(H) Subcontract Amount
1.		1.		1.
2.		2.		2.
3.		3.		3.
(I) Amount of Current Payment	(J) Date Subcontractor Payment Issued	(K) Amount Paid to Date	(L) % Paid to Date	(M) Final Payment? (Yes or No)
1.	1.		1.	1.
2.	2.		2.	2.
3.	3.		3.	3.
(N) Company Official’s Signature, Title & Contact Info		(O) Date Signed	(P) Name, Title & Contact Info for the Individual Completing the Report	
Signature:			Signature:	
Title:			Title:	
Phone Number:	Fax Number:	Phone Number:	Fax Number:	

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment?** (Yes or No): Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073

AMENDMENT NO. 01 TO MnDOT CONTRACT NO. 1034911

Contract Start Date: August 15, 2019	Original Contract Amount:	\$ 120,000.00
Original Contract Expiration Date: July 31, 2020	Previous Amendment(s) Total:	\$ 0.00
Current Contract Expiration Date: July 31, 2020	Current Amendment Amount:	\$ 50,000.00
New Contract Expiration Date: December 31, 2020	Total Amended Contract Amount:	\$ 170,000.00

Federal Project Number: SPR CR 20(001)
Project Identification: CRM Portal Business Analyst

This agreement is between the Minnesota Department of Transportation ("MnDOT"), the **Department of Administration** ("ADMIN"), and **Minnesota Geospatial Information Office** (MnGEO).

RECITALS

1. State has a contract with Contractor identified as MnDOT Contract Number 1034911 ("Original Contract"). MnDOT is in need of assistance with the Cultural Resources Management (CRM) portal applications.
2. As the contract progressed it became clear that the original scope and budget were inadequate because of changes MnDOT partners would like to make in regards to the development of their applications. Due to these factors, the scope and budget are being adjusted to accommodate this need. The Department of Administration is also being added as a party to this contract.
3. State and Contractor are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck out~~ and the added contract terms will be **bolded** and underlined.

REVISION 1. Subarticles 1.2-1.3 are amended as follows:

- 1.2 **Expiration Date:** This agreement will expire on ~~July 31, 2020~~ **December 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits ~~A through C~~ **A-1, B-1, C** are attached and incorporated into this agreement.

REVISION 2. Subarticle 2.2 is amended as follows:

- 2.2 MnGEO will perform the tasks and provide the deliverables described in Exhibit ~~A~~ **A-1**.

REVISION 3. Subarticles 3.1-3.2 are amended as follows:

- 3.1 MnGEO will be paid as follows: on a Fixed Hourly Rate basis according to the breakdown of costs contained in Exhibit ~~B~~ **B-1**.
- 3.2 **MnDOT will pay 94.12% of the project costs (up to \$160,004.00). ADMIN will pay 5.88% of the project costs (up to \$9,996.00).** The total obligation of MnDOT for all compensation and reimbursements to MnGEO under this agreement will not exceed ~~\$120,000.00~~ **\$170,000.00**.

REVISION 4. Subarticle 4.3 is amended as follows:

- 4.3 MnGEO must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. **MnGEO will invoice MnDOT and ADMIN directly. Invoices will detail the total cost of the project, and also identify the 94.12% MnDOT and 5.88% ADMIN amount due.** Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

REVISION 5. Subarticles 5.3-5.4 are amended as follows:

- 5.3 MnGEO's Authorized Representative will be:
- Name/Title: ~~Daniel Ross, Geographic Info Systems Director~~ **Sandi Stroud, Director**
- Address: Minnesota Geospatial Information Office

658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: ~~dan.ross@state.mn.us~~ sandi.stroud@state.mn.us

5.4 ADMIN's Authorized Representative will be:

Name/Title: Amy Spong, Division Director and State Historic Preservation Officer
Address: Minnesota Department of Administration
200 Administration Building, 50 Sherburne Avenue
St. Paul, MN 55155
Telephone: 651-201-3288
E-Mail: amy.spong@state.mn.us

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

MnDOT ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

MNIT

DocuSigned by:

Tracy Gerasch

Signed:

58BF08075AF6441...

Procurement Director

Title:

4/17/2020

Date:

ADMIN

Signed:

Amy Spong

Title:

Deputy SHPO

Date:

5/13/2020

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

COMMISSIONER OF ADMINISTRATION

Signed:

Date:

Admin Encumbered :

Jane Gailfr

5/12/20

25069/176714/300-9730

SCOPE

There are a number Cultural Resource Management (CRM) portals/applications that have been built (MnDOT's Cultural Resource Information System [CRIS], the OSA Portal, Mankato State University [MSU] Minnesota Archaeological Inventory Database [MAID]), are in the process of being built (State Historic Preservation Office [SHPO] Portal), or will be developed in the near future (Minnesota Indian Affairs Council [MIAC] Portal, Cultural Resources Library [CRL]). Each of the sponsoring organizations recognizes that their portal/application have some datasets, inputs, throughputs, and workflows that are shared. In order to ensure that these can be efficiently shared among the portals/applications directed coordination is required. A Business Analyst (BA) working across these portals/applications to facilitate sharing is the best solution for this need and will have the added benefit of strengthening the functionality of each portal individually, as well as all of the applications/portals as a whole. This BA will work with the BAs already assigned to ongoing efforts (CRIS III – Rewrite, and eventually MIAC and SHPO), to minimize duplication of efforts and maximize MnGeo's understanding of the processes captured within each application/portal. In addition, this BA will help ensure the tasks and deliverables of this document will meet every partner agency's requirements.

There are several tasks, each with subsets of deliverables, outlined for this position, which are listed in order of chronological priority, though some may be worked on concurrently. The percentages provided are estimates of the BA's total time that will be required to complete the deliverables of each task.

AMENDMENT

An amendment was needed to better compliment MnDOT efforts to support the development of the SHPO Historic Inventory Application, which will allow access to up-to-date, accurate, and complete records of SHPO's inventoried properties and sites. The added portions to Task 5 will leverage MnGEO's business analysis and technical expertise towards laying the foundation for this future application.

Much of what had been included in Task 4 and Task 6 has been eliminated to redirect efforts to more immediate needs. Some of the justification wording and deliverables for Tasks 1, 2, and 3 have been modified to reflect necessary changes that became evident as the project progressed.

WORK PLAN

MnGEO will perform the following tasks:

Task Descriptions

Task 1: Project Management and Administration

- 1.1 Schedule monthly meetings with MnDOT, and partner agency staff, to review progress and discuss issues that have arisen, as requested by MnDOT.
- 1.2 Conduct general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, and project documentation and archiving.
- 1.3 Conduct general project management services including status reports and meetings with MnDOT.

Task 2: Support SHPO Portal Phase II

- 2.1 Lay the groundwork and develop the requirements for the digitization of SHPO's architecture history inventory forms, archaeological site forms, National Register of Historic Places (NRHP) files, and geospatial records. The deliverables for this task will be utilized by consultants for the Architecture History Structures Geographic Information System (GIS) Quality Assurance (QA)/Quality Control (QC) Project, and the SHPO Portal Phase II-File Organization and Partial Scanning Project in Fiscal Year (FY) 2020. After the Architecture History Structures GIS QA/QC Project and SHPO Portal Phase II-File Organization and Partial Scanning Project are finished, but before the SHPO Historic Inventory Application is launched, the scanned documents and geospatial data will be utilized by MnDOT and SHPO staff via hyperlinks in ArcGIS.
- 2.2 During SHPO Historic Inventory Application development, incorporate the digitized documents and geospatial data into that application.

- 2.3 Write a document organization and acquisition plan that: 1) identifies the documents at SHPO that need to be scanned; 2) documents and maps the existing inventory submission and management process; 3) outlines how to organize the paper files in preparation for scanning; 4) identifies the documents that have already been scanned or are stored electronically at SHPO.
- 2.4 Develop a scanning plan:
 - 2.4.1 Outline the appropriate technical specifications (resolution, Optical Character Recognition [OCR], file format, etc.) for digital documents.
 - 2.4.2 Determine the file management system that will organize and allow access to the documents.
 - 2.4.3 Determine how to ensure public accessibility is maintained during and after scanning.
 - 2.4.4 Determine scanning schedule, requirements, and protocols for legacy files (current paper files), in process files, and new input (including digital documents from consultants).
 - 2.4.5 Develop QA/QC protocols for scanning workflow.
- 2.5 Participate in coordination meetings with MnDOT, SHPO, and the Architecture History Structures GIS QA/QC Project consultant to ensure that the GIS deliverables identified in the Architecture History Structures GIS QA/QC Project will meet the requirements for incorporation into the SHPO Historic Inventory Application effort. The coordination meetings will inform the methods and protocols developed for the Architecture History Structures GIS QA/QC Project.

Task 3: MIAC Portal Structure and Business Process

- 3.1 Define the structure and business processes that will be encapsulated within the MIAC Portal and MIAC collaboration application site. The MIAC Portal will be developed under MnDOT Agreement 1036273 with MnGeo. The MIAC collaboration application site will be developed under a non-MnDOT agreement with MNIT Services.
- 3.2 Develop a document outlining the structure and business processes for the MIAC Portal.
- 3.3 Develop an estimate of the ongoing yearly hosting cost for the MIAC Portal.
- 3.4 Develop a document outlining the structure and business processes that will be captured in the MIAC collaboration application site. Work document on the earmark for the MIAC collaboration application site development.

Task 4: Inter-Portal/Application Interactions

- 4.1 Attend meetings to discuss inter-portal/application interactions.

Task 5: SHPO Historic Inventory Application

- 5.1 Perform discovery and understand the entire SHPO historic inventory process, and its stakeholders, in order to identify and document the business problem and process workflow, analyze, and recommend solutions.
- 5.2 Conduct stakeholder engagement to discover, review, and agree on SHPO historic inventory problem statement to include and address the following:
 - 5.2.1 Review entire SHPO intake inventory workflow process (including form):
 - 5.2.1.1 Review current inventory intake process and reported pain points.
 - 5.2.1.2 Examine and document any external and/or internal to SHPO workflows that intersects with the end-to-end process of identifying, validating, and visualizing a historic inventory site.
 - 5.2.1.3 Identify all stakeholders to the SHPO inventory intake process. Including those that submit forms.
 - 5.2.1.4 Analyze the process.
 - 5.2.2 Review SHPO inventory legacy databases:
 - 5.2.2.1 Review and document the current workflow on the Historic Inventory, National Register, and Archaeology Database, and its pain point.
 - 5.2.2.2 Analyze and recommend sensible solution to the workflow and database problem.
 - 5.2.2.3 Identify other SHPO databases that are part of the business process (workflows not being documented).
 - 5.2.2.4 Provide technical data entry support to update inventory database.
 - 5.2.3 Review SHPO inventory spatial data viewer:
 - 5.2.3.1 Review and document the need and solution design for Map Viewer, to include shapefiles, Street View, plot map, parcels, database queries, and linkage to existing scanned documents.
 - 5.2.3.2 Document additional use cases for viewer tied to other SHPO business processes.
 - 5.2.3.3 Identify report viewer and query needs for viewer to underlying database.
 - 5.2.4 Conduct SHPO inventory spatial layer data discovery:

- 5.2.4.1 Discover, review, and document the need and solution design for the historic inventory spatial layer data. Include the value-added information such as: address points, historic identifier (#, date built.), and links to other relevant information.
- 5.2.4.2 Conduct technical design for integrating existing SHPO scanned documents with spatial layer.

Deliverables:

- Stakeholder matrix - a list of groups and stakeholders for each classification.
- Problem Statement Document.

5.3 Document the current workflows and validate with stakeholders:

5.3.1 Leverage existing discovery documentation.

5.3.2 Present initial workflow diagrams to each stakeholder group.

5.3.3 Clarify gaps identified or gaps to be closed in future work or in requirements documentation.

Deliverables:

- Workflow Diagram.
- Gap analysis document.

5.4 Produce high level solution recommendations:

5.4.1 Identify workflows that need updates and recommend technology solutions that won't negatively impact improved process.

5.4.2 Detail proposed solution options (present multiple if more than one is available with cost/benefit analysis).

5.4.3 Take other SHPO business processes into consideration so application recommendation is modular.

Deliverables:

- Technical recommendations will be brought to MnDOT and SHPO for discussion and final approval.
- Business case/cost-benefit analysis/feasibility - value proposition document.
- Combined stakeholder meeting to review recommendations and make decision on technology and/or workflows to be featured in requirements documentation.

5.5 Technical Scoping:

5.5.1 Conduct solution, workflows, and identify implementation.

Deliverables:

- Scope document (this document will show what will be in and out of scope).
- Solution design document.
- Combine all prior work products into requirements document. Include:
 - Problem Statement Document.
 - Stakeholder needs assessment and matrix.
 - Workflow diagram and gap analysis.
 - Business case/cost-benefit analysis/feasibility.
 - Solution and workflow recommendations:
 - o Will identify where future SHPO work may be added.
 - Implementation scope of work:
 - o Will only feature current scope tasked workflows.
 - Use Cases.
 - Cost:
 - o Only for current scope tasked workflows.

Task 6: Cultural Resource Library Structure and Business Process

6.1 Attend meetings to discuss cultural resource library structure and business process.

PROJECT SCHEDULE

Task:	Date:
1:	June 30, 2020
2:	January 9, 2020
3:	February 6, 2020
4:	November 5, 2019
5:-	June 30, 2020
6:	December 31, 2019

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Direct Labor Costs

Task	Data Entry	Advanced GIS	Business Analyst	Project Manager	SME	Total
Task 1						
Project Management and Administration	0	0	0	582	0	582
Task 2						
Support SHPO Portal Phase II	0	0	166.5	0	0	166.5
Task 3						
MIAC Portal Structure and Business Process	0	0	137	0	0	137
Task 4						
Inter-Portal/Application Interactions	0	0	10	0	0	10
Task 5						
SHPO Historic Inventory Application	208	65	591	0	85	949
Task 6						
Cultural Resource Library Structure and Business Process	0	0	1	0	0	1
Total Hours	208	65	905.5	582	85	1846
Fixed Hourly Rate	\$ 62.60	\$ 95.70	\$ 95.70	\$ 95.70	\$ 95.70	\$ 95.70
Total Direct Labor Costs:	\$ 13,020.80	\$ 6,220.50	\$ 86,656.35	\$ 55,697.40	\$ 8,134.50	\$ 169,729.55

Direct Expense Costs (must provide documentation)

Description	Cost
Miscellaneous	\$ 270.45
Total Direct Expenses	\$ 270.45

TOTAL CONTRACT AMOUNT

\$ 170,000.00

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Project Identification: LRS Mapping System Support

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and MN.IT Services (“MN.IT”), Minnesota Geospatial Information Office (“MnGeo”).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on June 30, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9025.
- 2.2 MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

3 Consideration and Payment

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$129,349.80.

4 Conditions of Payment

- 4.1 All services provided by MnGeo under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo must create and enter an invoice in SWIFT.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:
- Name/Title: Ron Bisek, Contract Administrator (or his/her successor)
 Address: 1500 West County Road B2, MS 725, Roseville, MN 55113
 Telephone: 651-234-7057
 E-Mail: ron.bisek@state.mn.us
- 5.2 MnDOT’s Project Manager will be:
- Name/Title: Nathan Drews (or his/her successor)
 Address: 1500 West County Road B2, MS 725, Roseville, MN 55113
 Telephone: 651-234-7014
 E-Mail: nathan.drews@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Daniel Ross, Chief Geographic Information Officer (or his/her successor)
Address: 658 Cedar Street, Suite 300, St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

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MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MN.IT

Signed: _____
DocuSigned by:
Tracy Gerasch
 ID: 075AF6441...
 Title: **Procurement Director**
 Date: **8/21/2019**

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Exhibit A Scope of Work

A. MnGeo deliverables, duties and responsibilities:

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for staff from the MnDOT Office of Traffic Engineering (OTE) team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, any budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The total obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties, however hours may be shifted between tasks as necessary after discussion with OTE's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

Task 1: Support of mapping applications and ongoing OTE data updates

As part of the OTE "FY18 OTST LRS Mapping and support" project with MnGeo, datasets were created to support OTE work including intersections, interchange and city-to-city sections. Additionally, crash data were processed and attributed to meet OTE's needs. MnGeo also set up Esri Portal and Esri Insights software and supporting server and database components to provide an environment to support OTST's mapping analysis needs.

Deliverables:

This project agreement will support ongoing updates to Portal and Insights mapping environment and ongoing data updates to support OTE's work. Within the constraints of this task's budget, and in consultation with OTE's primary contact, MnGeo will provide the following services:

1. Crash location updates, update of reference layers as needed, automated processing of crash data to provide "value-added" data, maintenance and support of Insights, CrashMART and other mapping or data tasks as requested.
2. Updates of the intersections, interchange and city-to-city sections datasets (2 updates/year)

Task 2: Project Administration and Business Analysis

Deliverables:

Within the constraints of this task's budget, and in consultation with OTE staff, MnGeo will provide the following services:

1. Monthly meetings with OTE staff will be scheduled by MnGeo to review progress and discuss work requested by OTE and any issues that may have arisen.
2. General project administration services including contract modifications, basic project design and business analysis, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving and future service authorization estimating and creating.
3. General business analysis services will be provided as needed and include defining, analyzing and documenting requirements, identifying business needs and determining solutions, and identifying potential process improvements.
4. Task 2 costs will be billed as incurred.

Task 3: Managed Hosting - System Maintenance and Infrastructure**Deliverables:**

1. Provide geospatial hosting infrastructure
2. Provide system maintenance

Infrastructure:

Dedicated geospatial hosting to support the minimum requirements for the Esri Portal and Insights software, supporting databases and data processing environments. For the purposes of this project, it is assumed that the production and development infrastructure will be available for 12 months of FY20.

MnGeo will provide the following ongoing services:

1. Provide a secure, reliable platform for hosting and deploying OTE's GIS data, web services, and applications, including CrashMART. This includes problem solving, periodic software and system upgrades. New applications and services will be evaluated as needed against the capabilities of the infrastructure deployed.
2. Ensure system performance, provide adequate data storage and server resources for the system. Application performance will be assessed during testing in order to use results as a benchmark for consistent, periodic performance testing.
3. Address any reported issues.
4. Answer questions as appropriate
5. MnGeo will coordinate with MNIT Managed Hosting regular OS patching and updates.
6. Infrastructure costs will be billed monthly. System maintenance and administration will be billed as incurred.

Expectations:

1. Within normal business hours, MnGeo will acknowledge system operational problems within one hour identified by OTE staff and reported to MnGeo through OTST's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by OTE staff and reported to MnGeo through OTE's primary contact. MnGeo staff will keep OTE's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide OTE with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise OTE of potential problems associated with these changes. MnGeo will follow IT best practices of making changes to the development environment, testing sufficiently and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. OTE staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.
4. Provide OTE with a minimum of one hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through OTE's primary contact.
6. If additional resources are required for the OTE environment specifically because of OTE deployments or at a request for additional resources by OTE's primary contact, OTE's infrastructure costs will be increased accordingly.

System Maintenance:

System maintenance has been separated from the infrastructure costs and will be assessed each month. System maintenance is assessed at approximately 40 hours per server per year.

System maintenance will be assessed each month.

Timeline: Products and services will be provided throughout the duration of the agreement.

B. MnDOT OTE deliverables, duties and responsibilities:

Under the terms of this agreement, OTE will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OTE staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OTE's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

**Exhibit B
Budget**

Overall breakdown	ITS Category	Hours	FY20 Rates	Charges
GIS - Basic	SWPP, ITS2	500	\$62.60	\$31,300.00
GIS - Intermediate	ITS3	250	\$80.60	\$20,150.00
GIS - Advanced	ITS4, ITS5, Supervisor and Director	814	\$95.70	\$77,899.80
Staffing Hours Total:		1,564		\$129,349.80

AMENDMENT NO. 1 TO MnDOT CONTRACT NO. 1034976

Contract Start Date: August 27, 2019	Original Contract Amount:	\$ 129,349.80
Original Contract Expiration Date: June 30, 2020	Previous Amendment(s) Total:	\$ N/A
Current Contract Expiration Date: June 30, 2020	Current Amendment Amount:	\$ 36,000.00
New Contract Expiration Date: N/A	Total Amended Contract Amount:	\$ 165,349.80

Federal Project Number: N/A
State Project Number (SP): N/A
Trunk Highway Number (TH): N/A
Project Identification: LRS Mapping System Support

This amendment is by and between the Minnesota Department of Transportation (“MnDOT”) and MN.IT Services (“MN.IT”), Minnesota Geospatial Information Office (“MnGeo”).

RECITALS

1. State has a contract with MN.IT MnGEO identified as MnDOT Contract Number 1034976 (“Original Contract”). This contract provides professional services to the MnDOT Office of Traffic Engineering Unit to support its data processes to analyze intersections and mapping needs.
2. The contract is being amended to include the necessary hosting costs in the budget.
3. State and MN.IT MnGEO are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be ~~struck-out~~ and the added contract terms will be **bolded** and underlined.

REVISION 1. Subarticle 1.3 is amended as follows:

- 1.3 Exhibits: Exhibits A and **B-1** are attached and incorporated into this agreement.

REVISION 2. Subarticle 3.1 is amended as follows:

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit **B-1**.

REVISION 3. Subarticle 3.2 is amended as follows:

- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$129,349.80 **165,349.80**.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

MnDOT ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MN.IT

Signed: _____
 Title: **Procurement Director**
 Date: 9/30/2019

DocuSigned by:
Tracy Gerasch
58BF08075AF6441...

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Exhibit B-1 Budget

Staffing Breakdown

Overall breakdown	ITS Category	Hours	FY20 Rates	Charges
GIS - Basic	SWPP, ITS2	500	\$62.60	\$31,300.00
GIS - Intermediate	ITS3	250	\$80.60	\$20,150.00
GIS - Advanced	ITS4, ITS5, Supervisor and Director	814	\$95.70	\$77,899.80
Staffing Hours Total:		1,564		\$129,349.80

Non-Staffing Breakdown

Category	Description			Charges
Non-Staffing	Managed Hosting			\$36,000.00
Non-Staffing Charges Total:				\$36,000.00

Cost Summary

Product Code	Description	Total
8PSMG1, 8PSMG2, 8PSMG3	Staffing	\$129,349.82
8MGEO5	Non-Staffing	\$36,000.00
Total Staffing & Non-Staffing Costs		\$196,349.80



MnDOT Contract Number: 1034976

AMENDMENT NUMBER 2 TO MnDOT CONTRACT NUMBER: 1034976

Contract Start Date: August 27, 2019	Original Contract Amount:	\$129,349.80
Original Contract Expiration Date: June 30, 2020	Previous Amendment(s) Total:	\$36,000.00
Current Contract Expiration Date: June 30, 2020	Current Amendment Amount:	\$0.00
New Contract Expiration Date: August 31, 2020	Total Amended Contract Amount:	\$165,349.80

Project Identification: LRS Mapping System Support

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation (“State”) and MN.IT Services (“MN.IT”), Minnesota Geospatial Information Office (“MnGeo”)

RECITALS

1. State has a contract with MN.IT MnGeo identified as MnDOT Contract Number 1034976 (“Original Contract”). This contract provides professional services to the MnDOT Office of Traffic Engineering Unit to support its data processes to analyze intersections and mapping needs.
2. This contract is being amended to provide additional time necessary to complete the project.
3. State and MN.IT MnGeo are willing to amend the Original Contract as stated below.

CONTRACT AMENDMENT

Unless otherwise noted, in this amendment, deleted contract terms will be struck out and the added contract terms will be bolded and underlined.

REVISION 1. Subarticle 1.2 is amended as follows:

1.2 Expiration Date: This agreement will expire on ~~June 30, 2020~~ **August 31, 2020**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

The Original Contract and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Contract and any previous amendment remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

MN.IT

MN.IT certifies that the appropriate person(s) have executed the amendment on behalf of MN.IT as required by applicable articles, bylaws or resolutions.

Signed: DocuSigned by:

EDA8221B8A5441F...

Title: Deputy Commissioner

Date: 6/24/2020

DEPARTMENT OF TRANSPORTATION

(with delegated authority)

Individual certifies that the applicable provisions of Minnesota Statutes §16C.08 subdivisions 2 and 3 are reaffirmed

Signed:

Title:

Date:

MnDOT CONTRACT MANAGEMENT

Signed:

Date:



MAD Project Number: 2020-026
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation- CVO

MAD Contact: Barbara Tuckner

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: \$66,260.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
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 Department of Transportation-CVO (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it would provide consulting services to provide one-on-one coaching for up to eight persons and conduct two Action Learning sessions.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner

Requesting Agency: Deb Ledvina

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 472 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division. The Division will also invoice up to \$180.00 for MBTI Assessments. The total amount the Division will invoice under this agreement shall not exceed \$66,260.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective July 6, 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 June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Deb Ledvina. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>[Signature]</i>
Title:	Title: <i>Asst. Director</i>
Date:	Date: <i>7/19/19</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

**AMENDMENT to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT
SERVICES AGREEMENT NUMBER 2020-026**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation-CVO**, has an interagency agreement identified as **2020-026** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective July 6, 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 ~~June 30, 2020~~ June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF TRANSPORTATION (agency).

Services

The OFFICE OF THE GOVERNOR agrees to provide:

- Policy advisors, communications specialists, public engagement specialists, constituent services caseworkers, and legal staff to work closely with each agency head and/or designees to support the work of both the agency and the Governor's Office related to each issue area as well as Federal affairs work to represent the funding and policy interests of the various state agencies in the nation's capital.

The Governor's Office will provide administrative and personnel oversight, with agencies having access to the staff as needed to achieve its goals.

Term of Agreement

Effective date: July 01, 2019

Expiration date: June 30, 2020

Consideration and Payment

Cabinet agencies will contribute funds to be used for salaries, fringe benefits, and operating expenses to help support work related to federal affairs, legislative and cabinet affairs staff, communications, constituent services, and legal staff.

The total obligation for the agency is \$133,000.00 for the fiscal year ending June 30, 2020. Fiscal year payment should be processed by July 15, 2019. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

Conditions of Payment

All services provided by the Office of the Governor under this agreement must be performed to the satisfaction of the agency's Commissioner.

Authorized Representative

The Office of the Governor's Authorized Representative is Amanda Simpson, Chief Operating Officer. The agency's Authorized Representative is the Commissioner.

Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

Liability

Each party will be responsible for its own acts and behavior and the results thereof.

Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

AUTHORIZED SIGNATURES

Agency Signature

By: Margaret Ann Kehn

Title: Comm

Date: 7.1.2019

Office of the Governor Signature

By: [Signature]

Title: COO

Date: 6/14/19



BUDGET TRANSFER INFORMATION

STATE OF MINNESOTA
GOVERNOR'S OFFICE
SAINT PAUL, MINNESOTA 55155

INVOICE DATE: 06/17/19
INVOICE NUMBER: G39-20-21-INT

Payable To:
Governor's Office, State of Minnesota

Account of: Commissioner
Department of Transportation

Send To: Governor's Office
75 Rev. Dr. Martin Luther King Blvd.
Suite 130
Saint Paul, MN 55155-1611

For information regarding this invoice, call Cherie Yates at (651) 201-3449

<u>Date of Expense:</u>	<u>Description:</u>	<u>Amount</u>
7/1/2019 - 6/30/2020	Policy advisors, communications specialists, public engagement specialists, constituent services caseworkers, and legal staff Federal affairs work	\$ 133,000.00

BUDGET TRANSFER OF APPROPRIATION CODING INFORMATION

Transfer in Agency Name	<u>Governor's Office</u>
BFY 20	
To Appropriation	
Business Unit	<u>MN001</u>
Ledger Group	<u>KK_APPROP</u>
Fund Code	<u>2001</u>
Fin DeptID	<u>G3910000</u>
AppropID	<u>G391300</u>
Amount	<u>\$ 133,000.00</u>

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN
MINNESOTA ATTORNEY GENERAL'S OFFICE AND
THE MINNESOTA DEPARTMENT OF TRANSPORTATION
FY 2020**

WHEREAS, pursuant to Minnesota Statutes chapter 8, the Attorney General shall provide legal services to state agencies, boards and commissions; and

WHEREAS, pursuant to Minnesota Statutes section 8.15, subdivision 3, the Attorney General is authorized to enter into agreements with executive branch and quasi-state agencies, including the Minnesota Department of Transportation ("Department") to provide legal services; and

WHEREAS, the Department needs legal services in order to administer and deliver its programs in Minnesota;

NOW, THEREFORE, IT IS AGREED:

1. **Scope:** The Department agrees to transfer to the Attorney General's Office ("AGO") in FY 2020 an amount equal to the costs of legal services directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided based on hourly rates of \$133.00 for attorney services and \$85.00 for legal assistant and investigator services.
 2. **Provision of Services:** The AGO will provide legal services to the Department in accordance with Minnesota Statutes section 8.06, except those duties, if any, delegated to Department personnel or provided by outside counsel under section 8.06. The scope of legal services to be provided includes all matters pertaining to the Department's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, and other legal needs as may be necessary. Pursuant to section 8.06, the Attorney General may authorize outside counsel to be employed to provide legal services to the Department.
 3. **Availability:** Upon request, the Attorney General agrees to make his representatives available to meet with the Department to review priorities for legal services and to discuss strategies for reducing litigation and related costs. AGO staff will provide a written periodic report identifying and describing the status of all cases handled by the AGO, showing any change in the status of each case since the last report. It is understood that the Department wishes to have a monthly report and that the AGO will do its best to provide a more or less monthly report. This requirement will not apply to eminent domain cases.
 4. **Terms of Payment:** The Department shall process payments to the AGO for legal services provided to it. The payments will be based on monthly billings for actual services provided at the rates agreed upon in paragraph 1 of this Agreement.
-

5. **Transfer Mechanism:** The Department shall make the monthly payments to the AGO based on billings for hours of service provided for legal work. The payments shall be made within 30 days of the date of the monthly billing. The first monthly billing to the Department under this Agreement will cover the period of time commencing July 1, 2019.
6. **Reporting:** Hours of legal services provided under this Agreement will be recorded by AGO staff for inclusion in the AGO payroll system. The AGO will provide the Department with a monthly billing report of all hours of service provided under this Agreement. When recording hours of legal services provided, the AGO staff will endeavor to provide information about the services rendered and to provide names of MnDOT staff involved in a matter when appropriate. The AGO billing report will show the total number of hours worked by each employee identifiable by case or matter type, the AGO docket number, the Department's funding code, and a requested payment amount.

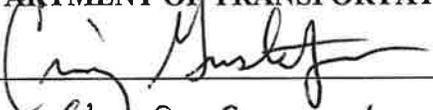
Each billing report will typically include two (2) complete pay periods. Billing reports may contain (3) complete pay periods in certain months or less than (2) complete pay periods at the beginning and end of the fiscal year. The AGO will provide each report to the Department no later than six (6) weeks after the end of the period covered by the report.

7. **Legal Costs and Expenses:** The Department will pay for legal costs and expenses associated with providing legal services under this Agreement. For purposes of this Agreement, such legal costs and expenses will include, but are not limited to, the costs of filing legal documents, the hiring of expert witnesses and court reporters, and travel expenses. The Department will pay invoices from third parties for costs and expenses that are forwarded for payment by the AGO to the Chief Counsel Office of the Department, or in the case of invoices for eminent domain or land acquisition cases, to the Department's Office of Land Management. The Department will also pay the AGO invoices for travel expenses submitted to the Chief Counsel Office. The AGO shall submit invoices from third parties and invoices for AGO travel related to eminent domain or land acquisition cases to the Department's Office of Land Management. When the AGO anticipates associated legal expenses, it shall notify the Department in advance of incurring the expenses.
8. **Amendments:** Any amendments to this Agreement shall be made in writing and executed as an amendment to the Agreement, including the mutual consent of both parties to the amendment.
9. **Litigation Holds.** The Department will manage Litigation Holds associated with legal work performed for it by the AGO and will provide documents and data needed by the AGO for the legal work.

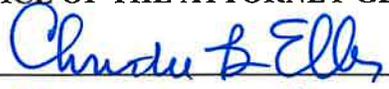
- 10. **Providing Pleadings.** The AGO will provide signed copies of pleadings to the Department as close as possible to the date it files the pleadings.
- 11. **Disposition of Files.** The AGO will notify the Chief Counsel Office of the Department when a Department litigation file reaches its disposition date on the AGO retention schedule so that the Department may choose to retain the file.
- 12. **Authorized Agent:** The authorized agent of the AGO for purposes of this Agreement is Ray Smith, Director of Finance. The Department's authorized agent for purposes of negotiating amendments to this Agreement is Craig Gustafson. The Department's authorized agent for payments under this Agreement is Kristi Schroedl.

APPROVED:

DEPARTMENT OF TRANSPORTATION

By: 
 Title: Chief Counsel
 Date: 8/16/2019

OFFICE OF THE ATTORNEY GENERAL

By: 
 Title: Deputy Attorney General
 Date: 8/20/2019

MINNESOTA MANAGEMENT AND BUDGET

By: 
 Title: Deputy Commissioner
 Date: 8/30/2019

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Jennifer Hoffman
Digitally signed by Jennifer Hoffman
Date: 2019.08.15 10:47:50 -05'00'
 Date: 7/1/2019

SWIFT Contract # _____

SWIFT Purchase Order # 3000482917



Minnesota Department of Public Safety (“State”) Minnesota State Patrol 445 Minnesota Street, Suite 130 St. Paul, Minnesota 55101	Grant Program: 2019 Motor Carrier Safety Administration Program (MCSAP) Grant Agreement No.: A-MCSAP19-2019-MNDOT-002 MnDOT Contract: <i>1035230</i>				
Grantee: Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 395 John Ireland Blvd. St. Paul, MN 55155	Grant Agreement Term: Effective Date: 10/01/2018 Expiration Date: 09/30/2020				
Grantee’s Authorized Representative: William Gardner, Transportation Operations Manager, MnDOT-OFCVO Minnesota Department of Transportation Transportation Building, Room 121, Mail Stop 460 395 John Ireland Blvd. St. Paul, MN 55155 (651) 366-3646 William.Gardner@state.mn.us	Grant Agreement Amount: <table border="0"> <tr> <td>Original Agreement</td> <td style="text-align: right;">\$ 1,405,024.50</td> </tr> <tr> <td>Matching Requirement</td> <td style="text-align: right;">\$ 247,945.50</td> </tr> </table>	Original Agreement	\$ 1,405,024.50	Matching Requirement	\$ 247,945.50
Original Agreement	\$ 1,405,024.50				
Matching Requirement	\$ 247,945.50				
State’s Authorized Representative: Captain Jon Olsen, District 4700 Commander Minnesota State Patrol Commercial Vehicle Section 1110 Centre Point Curve, Suite 410 Mendota Heights, Minnesota 55120 (651) 350-2012 Jonathan.olsen@state.mn.us	Federal Funding: CFDA 20.218 State Funding: None Special Conditions: None				

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2019 Motor Carrier Safety Administration Program (MCSAP) Application (“Application”) which is incorporated by reference into this grant agreement and on file with the State at 1110 Centre Point Curve, Suite 410 Mendota Heights, Minnesota 55120. The Grantee shall also comply with all requirements referenced in the 2019 Motor Carrier Safety Administration Program (MCSAP) Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the



Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

Grant Agreement No. A-MCSAP19-2019-MNDOT-002
P.O. No. 3-61034

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: William J Gards

Title: Director, OFCVO

Date: 8-21-19

3. STATE AGENCY

Signed: _____

Title: Chief, Minnesota State Patrol

Date: 9-10-19

4. MNDOT CONTRACT MANAGEMENT

Signed: _____

Title: Contract Admin.

Date: 8/29/2019

Distribution: DPS/FAS
Grantee
MSP's Authorized Representative
MnDOT's Contract Management

Holly Kuhn
Agency Grants Supervisor
8/28/19

CERTIFICATION REGARDING LOBBYING
For State of Minnesota Contracts and Grants over \$100,000

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S.Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Minnesota Department of Transportation

Organization Name

William Gardner, OFCVO Director

Name and Title of Official Signing for Organization

By: William D Gardner
Signature of Official

August 21, 2019

Date



Grant Agreement

Page 1 of 3

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101	Grant Program: 2020 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Conference Project No.: 20-06-06 Grant Agreement No.: A-CONFR20-2020-MNDOT-004
Grantee: Minnesota Department of Transportation Office of Traffic Safety and Technology 395 John Ireland Blvd. St. Paul, MN. 55155	Grant Agreement Term: Effective Date: October 1, 2019 Expiration Date: September 30, 2021
Grantee's Authorized Representative: Ronald Bisek, Contract Administrator Department of Transportation 1500 W County Road B2, MS 725 Roseville, MN 55113 (651) 234-7057 Ron.bisek@state.mn.us	Grant Agreement Amount: Original Agreement \$475,610.00 Matching Requirement \$ 0.00
State's Authorized Representative: Gordy Pehrson, Grant Coordinator 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101 Phone: (651) 201-7072 Email: Gordy.pehrson@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X9204020MN17 State Funding: None Special Conditions: Attached and incorporated into this grant agreement. See page 3*.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Conference Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101. The Grantee shall also comply with all requirements referenced in the 2020 National Highway Traffic Safety Administration (NHTSA) Toward Zero Deaths (TZD) Conference Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.



Grant Agreement

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Admin. Stat. §§ 16A.15 and 16C.05.

Signed: Nichole Alberg
Date: 9/19/19

Grant Agreement No. A-CONFR20-2020-MNDOT-004

PO No. 3-61911

3. STATE AGENCY 2b. GRANTEE

Signed: Amr Jabr Digitally signed by Amr Jabr
Title: Deputy Director Date: 2019.09.13 07:37:43 -05'00'

2.a GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: Brian Sorenson
Print Name: BRIAN SORENSON
Title: Traffic Engineering Office Director
Date: 8/27/19

3. STATE AGENCY

Signed: Coy W. Folkers
Title: Deputy Director
Date: 9/19/19

Signed: Holly Folkers Digitally signed by Holly Folkers
Print Name: Holly Folkers Date: 2019.09.13 15:16:11 -05'00'

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Signed: Kyle Fisher Digitally signed by Kyle Fisher
Print Name: Kyle Fisher Date: 2019.09.16 08:54:33 -05'00'



Special Conditions:

\$228,270.00 is available from October 1, 2019 to September 30, 2020.

\$247,340.00 is available from October 1, 2020 to September 30, 2021.

The funds are only available to the Grantee to spend upon receipt of approval of funds from National Highway Traffic Safety Administration.

2020 NHTSA Funding REP - TZD Conference

MnDOT Contract No. 1035267
 A-CONFR20-2020-MINDOT-004
 EXHIBIT A

Organization: Transportation, Department of (MNDOT)

Budget Summary

FFY20	Budget Category	State Reimbursement	Local Match
	Contracted Services		
	2019-2020 TZD Conference Planning & Delivery	\$228,270.00	\$0.00
	Total	\$228,270.00	\$0.00
	Total	\$228,270.00	\$0.00
FFY21			
	Budget Category	State Reimbursement	Local Match
	Contracted Services		
	2020-2021 TZD Conference Planning & Delivery	\$247,340.00	\$0.00
	Total	\$247,340.00	\$0.00
	Total	\$247,340.00	\$0.00
	Total	\$475,610.00	\$0.00



MAD Project Number: 2020-067
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

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: \$68,460.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
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 Department of Transportation – Intrastate Special Transportation Services (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Melinda Czaia Requesting Agency: Deb Ledvina

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 489 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 \$68,460.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective September 2, 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 September 1, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Deb Ledvina. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Aug 27, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

Proposal

Minnesota Department of Transportation – Intrastate Special
Transportation Services Rules Facilitation
August 13, 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

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 35 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

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

Minnesota Department of Transportation (MNDOT) is undertaking the updating of the Minnesota Intrastate Special Transportation Services Rules, which govern the operating standards for transportation of the elderly and disabled in special transportation service vehicles, including the safety of the clients transported, and the training and qualifications of the transportation providers. In order to understand the current context in which the special transportation services operates, MNDOT is seeking input from the affected stakeholder communities.

MNDOT has contacted MAD to provide consulting services with the goal of obtaining input and recommendations from stakeholders (such as riders and their families, providers, drivers, advocacy workers, health insurance companies, the Department of Human Services (DHS), MNDOT, and third-party payers), on the major issues and changes wanted for the operating standards for special transportation services in the state of Minnesota.

Products

MAD will prepare a report which summarizes the major issues and major changes wanted by the advisory committee, focus groups, and other stakeholders, and the engagement and advisory process.

Activities, Timeline, and Project Costs

The overall timeline for the project would be August 20, 2019 (or when the interagency agreement is signed) through September 30, 2020. If the interagency agreement is not signed by August 20, 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
Planning <ul style="list-style-type: none">Review of relevant background materialsDevelop project planDevelop and attend planning meetings with client	55
Advisory committee <p>Establish and facilitate an advisory committee with members representing the perspectives of all stakeholders. Meetings would take place approximately every other month for an approximate total of six meetings, with the goal of bringing diverse stakeholders together to identify issues facing special transportation services, and discuss benefits and implications of potential solutions or changes to the rules. Facilitation may also include advisory meetings to review the draft of the revised rules prepared by MNDOT. Specific work on the advisory committee could entail:</p> <ul style="list-style-type: none">Review and provide consultation to MNDOT on the selection of committee members to ensure all sectors affected by the rules are invited	171

Activities	Hours
<ul style="list-style-type: none"> Carry out initial interviews with up to two advisory group member to identify unique perspectives and interests to inform design on advisory committee Prepare invitations to the members Develop agendas Provide logistics, set up, and preparation for the meetings Facilitate advisory committee meetings every other month Provide notes and summaries of each meeting 	
Additional stakeholder engagement/input components <ul style="list-style-type: none"> <u>Sub-groups:</u> Design and facilitate up to six advisory committee sub-groups representing like sectors, such as riders and their families, and advocacy workers; health insurance providers, DHS, counties, and third-party payers; and drivers and providers, to explore details of specific rules affecting their respective topical areas <p>Consultation includes documentation of meetings and analysis of findings.</p>	138
Summary documentation <p>Prepare a summary document that outlines the engagement and advisory process and major issues and major changes wanted by the advisory committee, focus groups, and other stakeholders.</p>	50
Subtotal	414
Project management, including client communication (18%)	75
Estimated expenses: Travel with lodging, mileage and rental car costs	0
Total hours	489
Total costs: (489 hours times \$140)	\$68,460

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 is William Jensen-Kowski. The MAD project lead would be Melinda Czaia; other MAD consultants would also provide services to the client.

Client Responsibilities

The client would:

- Work with MAD to identify advisory committee members and sub-group members.
- Participate in the advisory committee meetings and consult on the development of the agendas.
- Draft the rules and manage rule-making process.
- Provide reasonable accommodations to participants if needed.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data.

Billing and Cost Calculations

Management Analysis and Development bills at the Minnesota Management and Budget-approved rate of \$140 an hour. The client would be billed only for actual hours worked and for expenses actually incurred, and the costs of the project will not exceed the total reflected above without pre-arranged amendment. If the scope of the project expands after the work begins, an interagency agreement amendment would be required to cover the anticipated additional hours and/or to extend the end date of the contract.

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-067

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2020-067** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **3 & 5** of the original contract shall be amended to read:

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~489~~ 374 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 ~~\$68,460.00~~ \$52,360.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

5. Effective Dates:

This agreement is effective September 2, 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 ~~September 1, 2020~~ March 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:



MAD Project Number: 2020-058
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation- Metro District

MAD Contact: Kris Van Amber

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: \$17,500.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
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 Department of Transportation-Metro District (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Kris Van Amber

Requesting Agency: Judy Schmidt

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 125 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 \$17,500.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective August 26, 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 November 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Judy Schmidt. 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. DIVISION
By:	By: <i>Ronda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Aug 15, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

Proposal

MN Department of Transportation – Metro District Engagement
Roles and Responsibilities
July 23, 2019

Proposal prepared by:

Kris Van Amber

651-259-3808

Kristin.van.amber@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

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Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Minnesota Department of Transportation (MnDOT) has incorporated the value of public engagement into their work. This includes the scoping and communication of construction projects, department transportation initiatives, and statewide transportation planning processes. The Metro district, one of the eleven MNDOT districts, plans, designs, constructs and maintains the highways within Anoka, Carver, Chisago, Dakota, Hennepin, Ramsey, Scott and Washington counties. In addition to the highway system, the Metro District provides transit, trail, and rail transportation services to just under half of the state’s total population. This complexity requires a high level of public engagement when deciding how to best move people efficiently.

The Metro District has increased their public engagement resources by incorporating public engagement activities into existing communication and project manager position descriptions and by creating dedicated public engagement positions. Through this expansion of more public engagement activity, roles and responsibilities have become blurred resulting in confusion and uncertainty amongst Metro District staff.

Products

The Metro District leadership has asked Management Analysis and Development (MAD) to provide assessment services to understand how the current public engagement practices and processes are contributing to or reducing the clarity of roles and responsibilities. The assessment summary would include recommendations that would potentially inform additional services to be proposed as a second phase.

Activities, Timeline, and Project Costs

The overall timeline for the project would be August 26 (or when the interagency agreement is signed) through November 30, 2019. If the interagency agreement is not signed by August 26, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Phase 1: August through November, 2019	
Background Review Review past and current engagement policies, reports, position descriptions, and gaps analysis documents	16
Discovery Assess the Metro District’s current engagement and communications roles and responsibilities. MAD will collaboratively design the interview guide with the client, draft staff emails for leadership to communicate the project purpose and interview process, conduct up to 15 one hour interviews, and provide a summary on the perceived efficacy of the current engagement roles and responsibilities, and provide recommendations.	90
Subtotal	106
Project management, including client communication (18%)	19

Activities	Hours
Total hours	125
Total costs: (125 hours times \$140)	\$ 17,500

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 Judy Schmidt. The MAD project lead would be Kris Van Amber; other MAD consultants would also provide services to the client.

Client Responsibilities

The client would provide names and contact information for interview participants and communicate the assessment purpose and process to the participants.

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.

**AMENDMENT to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES
AGREEMENT NUMBER 2020-058**

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation – Metro District**, has an interagency agreement identified as **MnDOT Contract No. 1035334** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 5 of the original contract shall be amended to read:

5. Effective Dates:

This agreement is effective August 26, 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 ~~November 30, 2019~~ June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Kendra E Ruyppa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>NOV 18, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



Minnesota Department of Public Safety ("State") Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101-2190	Grant Program: 2020-2021 Radiological Emergency Preparedness Grant Agreement No.: A-REP-2020/21-MNDOT-049
Grantee: Minnesota Department of Transportation 395 John Ireland Boulevard St. Paul, MN 55155-1800	Grant Agreement Term: Effective Date: 07/01/2019 Expiration Date: 06/30/2021
Grantee's Authorized Representative: Department of Transportation ATTN: Janet Cherney – Assistant Commissioner Workforce and Agency Services 395 John Ireland Boulevard St. Paul, MN 55155-1800 Phone: 651-366-4814 E-Mail: Janet.Cherney@state.mn.us	Grant Agreement Amount: Original Agreement \$ 240,000.00 Matching Requirement \$ 0.00
State's Authorized Representative: Patrick McLaughlin Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101-2190 Phone: 651-201-7434 E-Mail: Patrick.McLaughlin@state.mn.us	Federal Funding: None FAIN: None State Funding: Minnesota Statutes Chapter 12, Section 12.22, Subd.2 and Sections 12.13 and 12.14 Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020-2021 Radiological Emergency Preparedness Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101-2190. The Grantee shall also comply with all requirements referenced in the 2020-2021 Radiological Emergency Preparedness Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Nichole Alberg
Date: 9/25/19

3. STATE AGENCY

Signed: [Signature]
(with delegated authority)
Title: **BRANCH DIRECTOR**
Date: 09/20/19

Grant Agreement No. A-REP-2020/21-MNDOT-049 / PO #3000062447

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: [Signature]
Print Name: Janet Cherney
Title: Asst Commissioner
Date: 9/11/19
Mn/DOT Contract Management

Signed: [Signature]
Print Name: James Cornie
Title: Deputy Chief Counsel
Date: 9-9-2019

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Holly [Signature]
Agency Grants Supervisor
9/12/19

Budget Summary (Report)

FY20: Planning:		
Budget Category		Awarded
Equipment		
Equipment	\$17,000.00	
Total	\$17,000.00	
Supplies		
Supplies	\$1,000.00	
Total	\$1,000.00	
Communications		
Comms	\$18,000.00	
Total	\$18,000.00	
Employee Development		
Registration	\$4,500.00	
Total	\$4,500.00	
Other Operating Costs		
Other	\$250.00	
Total	\$250.00	
Agency Indirect Costs		
Indirect	\$8,000.00	
Total	\$8,000.00	
Travel		
In State	\$4,000.00	
Out State	\$4,000.00	
Total	\$8,000.00	
Full Time		
Salary	\$63,250.00	
Total	\$63,250.00	
Total	\$120,000.00	
FY21: Planning:		
Budget Category		Awarded
Equipment		
Equipment	\$17,000.00	

Organization: Transportation, Department of (MNDOT)

Budget Summary (Report)

Total	\$17,000.00
Supplies	
Office	\$1,000.00
Total	\$1,000.00
Other	
Operating Costs	\$250.00
Total	\$250.00
Communications	
Comms	\$18,000.00
Total	\$18,000.00
Employee Development	
Registration	\$4,500.00
Total	\$4,500.00
Agency Indirect Costs	
Indirect	\$8,000.00
Total	\$8,000.00
Travel	
In State	\$4,000.00
Out State	\$4,000.00
Total	\$8,000.00
Full Time	
Salary	\$63,250.00
Total	\$63,250.00
Total	\$120,000.00
Total	\$240,000.00
Allocation	\$240,000.00
Balance	\$0.00

STATE OF MINNESOTA
INTERAGENCY CONTRACT

Federal Project #: NA

State Project (SP) #: NA

Trunk Highway (TH) #: NA

Project Identification: FY '20-'24 Interagency Wetland Mitigation Agreement

This Contract is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Board of Water and Soil Resources ("BWSR").

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract 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 Contract will expire on June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A is attached and incorporated into this Contract.

2. Recitals

- 2.1 Under Minnesota Rules Chapter 8420, BWSR is responsible for providing wetland replacement for certain qualifying local public road projects that impact wetlands and MnDOT is responsible for providing replacement for wetland impacts associated with DOT projects. Wetland replacement is typically also required for many of these same projects by Section 404 of the Federal Clean Water Act as administered by the U.S. Army Corps of Engineers ("Corps").
- 2.2 BWSR established the Local Government Road Wetland Replacement Program (LGRWRP) in 1996 in accordance with statutory obligations to meet the wetland replacement needs of local road authorities for certain qualifying projects.
- 2.3 MnDOT historically established wetland banks to meet the wetland replacement needs for state transportation projects.
- 2.4 Previous interagency agreements between MnDOT and BWSR established a partnership, referred to as the Cooperative Wetland Replacement Partnership (CWRP), to collaborate and create efficiencies in the state's provision of wetland replacement for public road projects in Minnesota.
- 2.5 BWSR and MnDOT are currently committed to continuing to work together to efficiently provide wetland replacement for public road projects through shared procurement processes, technical expertise, etc.
- 2.6 Currently, MnDOT and BWSR provide wetland replacement either by establishing wetland banks that generate wetland credits or by purchasing wetland credits from existing privately-owned wetland banks. An alternative method for satisfying wetland replacement requirements, through a purchase of credits from an In-Lieu Fee Program (ILFP), is currently under development by BWSR and expected to become available for both BWSR and MnDOT use in calendar year 2020.
- 2.7 The LGRWRP has an outstanding debt owed to MnDOT as a result of previous cooperative efforts to establish and maintain the CWRP. Exhibit A depicts the current value of the outstanding debt.

3. Duties of the Parties

3.1 BWSR Duties.

- 3.1.1 BWSR will provide wetland credits for MnDOT's use through purchases of wetland bank credits approved for use under the Wetland Conservation Act and the Section 404 permitting program (hereafter referred to as "approved credits"), development of wetland banks that will produce approved credits, or the ILFP in response to MnDOT specified needs throughout the period of this agreement.
- 3.1.2 BWSR will consult with MnDOT in the targeting and selection of wetland bank sites and make all reasonable efforts to identify opportunities for both MnDOT and LGRWRP wetland bank credit purchases and wetland bank development projects to accommodate the anticipated wetland replacement needs of both the LGRWRP and MnDOT.
- 3.1.3 For wetland credit purchases, BWSR will provide MnDOT a written cost estimate for each proposed wetland credit purchase. BWSR will proceed with the credit purchase after receiving written approval of the estimate from MnDOT and will invoice MnDOT for the amount specified in the approved cost estimate.
- 3.1.4 For development of wetland banks, BWSR will provide a cost estimate for the project by task (including, as appropriate, design and review, easement payments, construction activities, monitoring, fees and contributions, post construction management activities, etc.). BWSR will proceed with project development tasks after receiving written approval of the estimate from MnDOT and will invoice MnDOT periodically through the process as funds are needed to complete project tasks.
- 3.1.5 As LGRWRP funding allows, BWSR will make all reasonable efforts to pay back the LGRWRP debt to MnDOT through transfers of credits in LGRWRP bank accounts and any other means agreeable to both agencies. BWSR will respond to MnDOT requests for debt repayment in writing and may deny a request to transfer particular LGRWRP credits to MnDOT accounts with cause if the credits are necessary to meet LGRWRP needs. Transfer of credits from LGRWRP to MnDOT accounts will reduce the outstanding debt. The value of transferred credits will be based on the full cost to establish those particular credits.
- 3.1.6 BWSR will provide an annual summary of the status of BWSR's debt to MnDOT.

3.2 MnDOT Duties.

- 3.2.1 MnDOT will provide funds in an amount not to exceed \$12,500,000 for purchases of approved wetland bank credits, development of wetland banks, and use of the ILFP.
- 3.2.2 MnDOT will provide a forecast of wetland credit needs for fiscal years FY '21 through FY '24 no later than May 31 of the preceding fiscal year so that BWSR can incorporate credit acquisition and credit development tasks into its annual spending plan.
- 3.2.3 Any MnDOT request for credits will be in writing in a form agreeable to both agencies.

4. Consideration and Payment

- 4.1 The total obligation of MnDOT for all compensation and reimbursements to BWSR for the services provided under this Contract will be an amount not to exceed \$12,500,000.
- 4.2 BWSR will not initiate credit acquisition or wetland bank development for MnDOT use until MnDOT has provided written approval of each transaction, and the commitment to provide funding in the amount necessary to acquire or develop the credits has been provided to BWSR.

5. Conditions of Payment

- 5.1 All services provided by BWSR under this Contract must be performed to MnDOT's satisfaction, as determined at the sole and reasonable discretion of MnDOT's Authorized Representative.
- 5.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving BWSR invoices for services performed or scheduled to be performed, in cases where funds will be provided in advance. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify BWSR within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay BWSR within 30 days of receipt of such invoice.
- 5.3 BWSR must create and enter an invoice in SWIFT for each transaction after the transaction's approval by MnDOT, in accordance with Section 4.2. Invoices must be sent to MnDOT's Project Manager.
- 5.4 MnDOT will make payment using the bilateral netting process in SWIFT.

6. Contract Personnel

- 6.1 MnDOT's Authorized Representative will be:

Name: Marni Karnowski or his/her successor.
 Title: Chief Environmental Officer
 Street Address: 395 John Ireland Blvd., MS #620
 City, State, Zip: Saint Paul, MN 55155
 Telephone: 651-366-3602
 Email: marni.karnowski@state.mn.us

- 6.2 MnDOT's Project Manager will be the contact for technical issues. MnDOT's Project Manager will be:

Name: Beth Brown or successor.
 Title: Environmental Program Specialist
 Street Address: 395 John Ireland Blvd., MS #620
 City, State, Zip: Saint Paul, MN, 55155
 Telephone: 651-366-4297
 Email: elizabeth.a.brown@state.mn.us

- 6.3 BWSR's Authorized Representative will be:

Name: Tim Smith or successor.
 Title: Wetland Mitigation Coordinator
 Street Address: 520 Lafayette Road North
 City, State, Zip: Saint Paul, MN 55155
 Telephone: 651 600-7554
 Email: tim.j.smith@state.mn.us

7. Amendments

- 7.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

8. Liability

- 8.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

9. Termination

- 9.1 Either party may terminate this Contract at any time, with or without cause, upon 30 days' written notice to the other party.

- 9.2 Termination for Insufficient Funding. MnDOT may immediately terminate this Contract if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to BWSR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, BWSR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide BWSR notice of the lack of funding within a reasonable time of MnDOT's receipt of that notice.
- 9.3 Suspension. MnDOT may immediately suspend this Contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by BWSR during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

BWSR

BWSR certifies that the appropriate person(s) have executed the contract on behalf of the Other Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: [Signature]
Title: Chief Financial Officer
Date: 10-04-19

By: [Signature]
Title: Assistant Director
Date: 10-4-19

COMMISSIONER OF TRANSPORTATION

Nancy
Daubenberger

Digitally signed by Nancy
Daubenberger
Date: 2019.10.18 15:31:12 -05'00'

By: _____
Title: Assistant Commissioner
Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Marcia
Date: Guerra
Digitally signed by
Marcia Guerra
Date: 2019.10.18 10:34:23
-05'00'

SWIFT Contract # 167743

SWIFT Purchase Order # 3000504074

MNDOT CONTRACT MANAGEMENT

By: [Signature]
Date: 10/28/2019

Exhibit A

LGRWRP MNDOT Debt Repayment

Debt repayment based on outstanding amount of \$1,701,476 on 1 November 2016

Date	LRWRP Bank	Credit Amt	Credit Type	Credit value	Total	Cumulative Total	BWSR Debt	Bsulto App Number	Notes
9-Nov-16	Schramel	2.0000	fresh wet meadow	\$12,383.00	\$24,766.00	\$24,766.00	\$1,676,710.00	9897T	Credits transfered to MNDOT account 1620
9-Nov-16	Schramel	3.0000	shrub-carr	\$12,383.00	\$37,149.00	\$61,915.00	\$1,639,561.00	9897T	Credits transfered to MNDOT account 1620
22-Feb-17	Reed	6.78	fresh wet meadow	\$17,265	\$117,056.70	\$178,971.70	\$1,522,504.30	xxxxx	Eagles Nest project - direct debit, no transfer
22-Feb-17	Reed	1.4495	shrub-carr	\$17,265	\$25,025.62	\$203,997.32	\$1,497,478.68	xxxxx	Eagles Nest project - direct debit, no transfer
22-Feb-17	Reed	1.2605	hardwood swamp	\$17,265	\$21,762.53	\$225,759.85	\$1,475,716.15	xxxxx	Eagles Nest project - direct debit, no transfer
20-Nov-17	Reed	1.25	shrub-carr	\$17,265	\$21,581.25	\$247,341.10	\$1,454,134.90	10452T	Credits transfered to MNDOT account 1639
20-Nov-17	Reed	1.25	fresh wet meadow	\$17,265	\$21,581.25	\$268,922.35	\$1,432,553.65	10452T	Credits transfered to MNDOT account 1639

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Employment & Economic Development (DEED) and the Minnesota Department of Transportation (MnDOT).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** October 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** December 1, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this Agreement.

2 Scope of Work

Minnesota Business First Stop streamlines the development process for complex business startups, expansions, or relocations that involve financing, licensing, permitting, and regulatory issues that overlap multiple state agencies. The team is managed by the Department of Employment and Economic Development and includes the following state agencies: Commerce, Natural Resources, Transportation, Labor and Industry, Revenue, Pollution Control Agency, Agriculture, and Iron Range Resources and Rehabilitation.

The "One Minnesota Tour" is a state-wide tour that begins in Saint Paul and travels to Le Sueur, Saint Peter, Waseca, Janesville, Mankato, Fairmont, Jackson, Windom, New Ulm, Glencoe, and returns to Saint Paul. The tour provides these agency commissioners a first-hand view of the team's collaborative efforts and successes for the State and businesses. A tentative itinerary is described in Exhibit A.

This agreement is a commitment to share the expenses of the tour. See Exhibit B for the tentative tour budget.

3 Consideration and Payment

As the lead agency, DEED will manage the logistics, expend funds for the costs of the tour, and will invoice the partnering agency for reimbursement of their portion of the tour.

The total obligation of for the One Minnesota Tour is an estimated \$3,987.38. All compensation and reimbursements to DEED by the partnering agency will not exceed \$500.00 under this agreement.

4 Conditions of Payment

All services provided by DEED under this agreement must be performed to the partnering agency's satisfaction, as determined at the sole discretion of the partnering agency's commissioner. DEED must create and enter an invoice in SWIFT. MnDOT will make payment using the bilateral netting process in SWIFT.

5 Authorized Representative

DEED's Authorized Representative is Kevin McKinnon, Deputy Commissioner, 332 Minnesota Street, Suite E200, Saint Paul, MN 55101 or his successor.

MnDOT's Authorized Representative is Margaret Anderson Kelliher, Commissioner, 395 John Ireland Blvd. MS 120, Saint Paul, MN 55155 or her successor. The Contract Administrator is Matt Damian, Fiscal and Administrative Services Manager, Engineering Services Division, 651-366-

4827, 395 John Ireland Blvd. MS: 120, Saint Paul, MN 55155.

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.

DEED

The DEED certifies that the appropriate person(s) have executed the contract on behalf of the DEED as required by applicable articles, bylaws, resolutions or ordinances.

By: *[Signature]*

Title: Deputy Const

Date: 10/21/19

By: _____

Title: _____

Date: _____

MnDOT ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Jessica Digitally signed by Jessica Zielinski

Date: Zielinski Date: 2019.10.21 12:28:30 -05'00'

SWIFT Contract # 168223

SWIFT Purchase Order # 3000504278

COMMISSIONER OF TRANSPORTATION

By: *[Signature]*

Title: Commissioner

Date: 10/21/2019

MnDOT Contract Management

By: *[Signature]*
(As to Form and Execution.)

Date: 10/21/2019

EXHIBIT A

**Wednesday,
October 23, 2019**

Time	Activity	Location
7:30 AM – 8:15 AM	Arrival/Check-In	MnDOT Aeronautics 222 Plato Blvd. E Saint Paul
8:15 AM – 10:00 AM	Travel: Saint Paul to Le Sueur	
10:00 AM – 10:45 AM	Visit and Tour	Hometown Bioenergy 31889 356 th Street Le Sueur
10:45 AM – 11:05 AM	Travel: Le Sueur to Saint Peter	
11:05 AM – 12:30 PM	Lunch with Community Guests	City of Saint Peter Community Center 600 South 5 th Street Saint Peter
12:30 PM – 1:10 PM	Travel: St. Peter to Waseca	
1:10 PM – 2:15 PM	Visit and Tour	Midwest Hemp Farms 2300 Brown Avenue Waseca
2:15 PM – 2:30 PM	Travel: Waseca to Janesville	
2:30 PM – 3:30 PM	Visit and Tour	Guardian Energy, LLC. 4745 380 th Avenue Janesville
3:30 PM – 3:45 PM	Travel: Janesville to Eagle Lake	
3:45 PM – 4:15 PM	Visit and Tour	Eagle Lake
4:15 PM – 4:30 PM	Travel: Eagle Lake to Mankato	
4:30 PM – 5:30 PM	Visit and Tour	Center for Innovation & Entrepreneurship Minnesota State University Mankato Hubbard Building/Strategic Partnerships Center 424 North Riverfront Drive Mankato
5:30 PM – 5:45 PM	Travel: MSU to Hotel	
5:45 PM	Overnight in Mankato	Country Inn & Suites by Radisson 1900 Premier Drive Mankato
7:00 PM	Dinner	Bonfire Wood Fire Cooking, attached to hotel.

One Minnesota



Commissioners Tour

**Thursday,
October 24, 2019**

Time	Activity	Location
6:00 AM – 7:00 AM	Continental Breakfast	Country Inn & Suites by Radisson
7:00 AM – 7:15 AM	Travel: Mankato to Minneopa State Park	
7:15 AM – 7:45AM	Drive Thru Tour	Minneopa State Park 54497 Gadwall Rd. Mankato
7:45 AM – 8:40 AM	Travel: Mankato to Fairmont	
8:40 AM – 9:30 AM	Visit and Tour	CHS Oilseed Processing 1833 130 th Street Fairmont
9:30 AM – 10:00 AM	Travel: Fairmont to Jackson	
10:00 AM – 10:45 AM	Visit and Tour	AGCO Jackson Operations 202 Industrial Park Jackson
10:45 AM – 11:15 AM	Travel: Jackson to Windom	
11:15 AM – 12:00 PM	Visit and Tour	Comfrey Farm Prime Pork 2850 MN-60 Windom
12:00 PM – 1:05 PM	Travel: Windom to New Ulm	
1:05 PM – 2:30 PM	Lunch with Community Guests	New Ulm Turner Hall 102 S. State Street New Ulm
2:30 PM – 3:30 PM	Travel: New Ulm to Glencoe	
3:30 PM – 4:30 PM	Visit and Tour	Miller Manufacturing 1400 13 th Street W Glencoe
4:30 PM – 5:45 PM	Travel: Glencoe to Saint Paul	



**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Project Identification: LRS Mapping System Enhancements

This agreement is between the Minnesota Department of Transportation (“MnDOT”) and MN.IT Services (“MN.IT”), Minnesota Geospatial Information Office (“MnGeo”).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on January 31, 2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A and B are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9025.
- 2.2 MnGeo will perform the duties and provide the deliverables as identified in Exhibit A.

3 Consideration and Payment

- 3.1 MnGeo will be paid on a Unit Rate basis according to the costs contained in Exhibit B.
- 3.2 The total obligation of MnDOT for all compensation and reimbursements to MnGeo under this agreement will not exceed \$199,996.00.

4 Conditions of Payment

- 4.1 All services provided by MnGeo under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.
- 4.3 MnGeo must create and enter an invoice in SWIFT.
- 4.4 MnDOT will make payment using the bilateral netting process in SWIFT.

5 Agreement Personnel

- 5.1 MnDOT’s Authorized Representative will be:
 - Name/Title: Ron Bisek, Contract Administrator (or his/her successor)
 - Address: 1500 West County Road B2, MS 725, Roseville, MN 55113
 - Telephone: 651-234-7057
 - E-Mail: ron.bisek@state.mn.us

- 5.2 MnDOT’s Project Manager will be:
 - Name/Title: Nathan Drews (or his/her successor)
 - Address: 1500 West County Road B2, MS 725, Roseville, MN 55113
 - Telephone: 651-234-7014
 - E-Mail: nathan.drews@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Daniel Ross, Chief Geographic Information Officer (or his/her successor)
Address: 658 Cedar Street, Suite 300, St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: dan.ross@state.mn.us

6 Amendments

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;
- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MN.IT

DocuSigned by:
Tracy Gerasch
58BF08075AF6441...

Signed: _____

Procurement Director

Title: _____

12/12/2019

Date: _____

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

Exhibit A Scope of Work

A. MnGeo deliverables, duties and responsibilities:

This proposal consists of a series of tasks as described below. In some instances, it may be necessary for staff from the MnDOT Office of Traffic Engineering (OTE) team and MnGeo to revise this list of deliverables, staff and timelines as work proceeds.

Unless otherwise stated, any budgets identified by task in this agreement were established for planning purposes only. Actual costs may vary as needed to complete the deliverables. The total obligation of the agreement shall not be exceeded without prior notification and written approval in the form of a service agreement amendment signed by both parties, however hours may be shifted between tasks as necessary after discussion with OTE's primary contact without amending the agreement. MnGeo staff assigned to complete a task will reflect the complexity of said task and availability of appropriate staff.

Task 1: Enhancements of Mapping Applications and Data to Support OTE Needs

As part of the OTE "FY18 OTST LRS Mapping and support" project with MnGeo, datasets were created to support OTE work including intersections, interchange and city-to-city sections. Additionally crash data were processed and attributed to meet OTE's needs. MnGeo also set up Esri Portal and Esri Insights software and supporting server and database components to provide an environment to support OTE's mapping analysis needs.

Deliverables:

This project agreement will support enhancements to both data and web applications within the Esri Insights and Portal environment to support OTE's work. Within the constraints of this task's budget, and in consultation with OTE's primary contact, MnGeo will support the following services:

1. Update CrashMART tool with new functionality such as improving query and filter user interface windows and adding trunk highway mileposts to basemap.
2. Creation of new dataset (sections - roadway characteristics) and share the data with DOT Business Intelligence (BI) system, Insights, and CrashMART
3. Creation of new "area of influence" dataset
4. Addition of new "focus area" attributes to crash data
5. Other new datasets and/or functionality in CrashMART to be determined and defined by DOT.

Task 2: Project Administration and Business Analysis

Deliverables:

Within the constraints of this task's budget, and in consultation with OTE staff, MnGeo will provide the following services:

1. Monthly meetings with OTE staff will be scheduled by MnGeo to review progress and discuss work requested by OTE and any issues that may have arisen.
2. General project administration services including contract modifications, basic project design and business analysis, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted and project documentation and archiving.
3. General business analysis services will be provided as needed and include defining, analyzing and documenting requirements, identifying business needs and determining solutions, and identifying potential process improvements.
4. Task 2 costs will be billed as incurred.

B. MnDOT OTE deliverables, duties and responsibilities:

Under the terms of this agreement, OTE will:

1. Meet as needed with MnGeo staff to review the applications, services and resources being deployed, and other related topics as requested by OTE staff.
2. Provide MnGeo with timely review and comments on the applications, services and resources being deployed, as requested by MnGeo.
3. Acting through OTE's primary contact for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

**Exhibit B
Budget**

Overall breakdown	ITS Category	Hours	FY20 Rates	Charges
GIS - Basic	SWPP, ITS2	200	\$62.60	\$12,520.00
GIS - Intermediate	ITS3	450	\$80.60	\$36,270.00
GIS - Advanced	ITS4, ITS5, Supervisor and Director	1,580	\$95.70	\$151,206.00
Staffing Hours Total:		2,230		\$199,996.00



Grant Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 St. Paul, MN 55101	Grant Program: 2020 Regional Coordinators Toward Zero Deaths Project No.: 20-06-07 Grant Agreement No.: A-COORD20-2020-MNDOT-002
Grantee: Minnesota Department of Transportation Office of Traffic Engineering 1500 West County Rd. B-2 Roseville, Minnesota 55113-0000	Grant Agreement Term: Effective Date: October 1, 2019 Expiration Date: September 30, 2020
Grantee's Authorized Representative: Ron Bisek Minnesota Department of Transportation Office of Traffic Engineering 1500 West County Rd. B-2 Roseville, Minnesota 55113-0000 Phone:(651) 234-7057 Email: ron.bisek@state.mn.us	Grant Agreement Amount: Original Agreement \$ 230,000.00 Matching Requirement \$ 0.00
State's Authorized Representative: Shannon Ryder 445 Minnesota Street, Suite 1620 St. Paul, MN 55101 Phone: 651-201-7082 Email: shannon.ryder@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X9204020MN17 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 Regional Coordinators Toward Zero Deaths Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 1620, St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2020 Regional Coordinators Toward Zero Deaths Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

	Grant Agreement	Page 2 of 2
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Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Nicole Alberg
 Date: 12/17/19

3. STATE AGENCY - DPS

Signed: [Signature]
 (with delegated authority)
 Title: Director
 Date: 12-10-2019

Grant Agreement No. A-COORD20-2020-MNDOT-002

PO No. 3-63382

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: [Signature]
 Print Name: Brian Sorenson

Title: State Traffic Engineer

Date: 11/6/19

MnDOT Contract Management

Signed: _____

Print Name: Kyle Fisher
Digitally signed by Kyle Fisher
 Date: 2019.11.15 08:23:33 -06'00'

Title: _____

Date: _____

MnDOT Grants Management

Signed: _____

Print Name: Holly Folkers
Digitally signed by Holly Folkers
 Date: 2019.11.14 16:43:24 -06'00'

Title: _____

Date: _____

Distribution: DPS/FAS
 Grantee
 State's Authorized Representative

2020 NHTSA Funding RFP - TZD Regional Coordination

Organization: Transportation, Department of (MNDOT)

Budget Summary

Budget Category	State Reimbursement	Local Match
Out of State Travel to Conferences	\$14,000.00	\$0.00
Travel for MnDOT Regional TZD Coordinators	\$14,000.00	\$0.00
Total		
Salaries & Fringe	\$216,000.00	\$0.00
Funding for MnDOT Regional TZD Coordinators	\$216,000.00	\$0.00
Total	\$230,000.00	\$0.00

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *November 19, 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:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Allison McGuire or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Nicole Resz

Date: 11-21-19

Purchase Order No.: 3000509316

3. DEPARTMENT OF TRANSPORTATION

By: Melissa Brauf
(with delegated authority)

Title: Asst. Director, Consultant Serv.

Date: 11/21/19

2. MINNESOTA MANAGEMENT & BUDGET

By: David Moore
(With delegated authority)

Title: Chief Financial Officer

Date: 11-22-2019

4. MNDOT CONTRACT MANAGEMENT

BY/DATE: **Kyle Fisher** Digitally signed by Kyle Fisher
Date: 2019.11.21 15:39:52 -06'00'



Grant Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 150 St. Paul, Minnesota 55101-5150	Grant Program: 2020 National Highway Traffic Safety Administration (NHTSA) RFP: Drowsy Driving Study Project No.: 20-06-02 Grant Agreement No.: A-DRWSY20-2020-MNDOT-002
Grantee: Minnesota Department of Transportation Office of Traffic Safety and Operations 1500 West County Road B2-MS 725 Roseville, Minnesota, 55113	Grant Agreement Term: Effective Date: 10/01/2019 Expiration Date: 09/30/2020
Grantee's Authorized Representative: Ron Bisek Minnesota Department of Transportation 1500 West County Road B2-MS 725 Roseville, Minnesota, 55113 651-234-7057 Ronald.bisek@state.mn.us	Grant Agreement Amount: Original Agreement \$67,151.00 Matching Requirement \$0.00
State's Authorized Representative: Office of Traffic Safety Kristen Oster Grant Coordinator 445 Minnesota Street, Suite 1620 St. Paul, Minnesota 55101 Phone: (651) 201-7077 Email: Kristen.oster@state.mn.us	Federal Funding: CFDA 20.600 FAIN: 18X9204020MN17 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 National Highway Traffic Safety Administration (NHTSA) RFP: Drowsy Driving Study Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at the Department of Public Safety, Office of Traffic Safety, 445 Minnesota Street, #150, Saint Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2020 National Highway Traffic Safety Administration (NHTSA) RFP: Drowsy Driving Study Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

	Grant Agreement	Page 2 of 2
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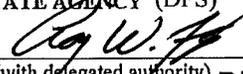
Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

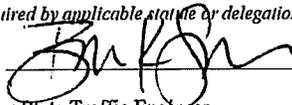
1. ENCUMBRANCE VERIFICATION
Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

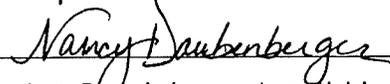
Signed: _____
Date: _____

3. STATE AGENCY (DPS)
By: 
(with delegated authority)
Title: Deputy Director
Date: 12/9/19

Grant Agreement No. A-DRWSY20-2020-MNDOT-002
PO No. 3-63360

2. GRANTEE (MnDOT)
The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

By: 
Title: State Traffic Engineer
Date: 11/25/19

By: 
Title: Asst. Commissioner or Asst. Division Director
Date: 12/3/2019

Distribution: DPS/FAS
Grantee
State's Authorized Representative

By: Holly Folkers Digitally signed by Holly Folkers
Date: 2019.12.03 11:56:53
+06'00'
Title: Grant Administration
Date: _____

By: 
Title: Contract Administrator
Date: 12/4/2019

2020 NHTSA Funding RFP - Drowsy Driving Study

MaDOT Contract No. 1035861 EXHIBIT A

A-DRWSY20-2020-MNDOT-002

Organization: Transportation, Department of (MNDOT)

Budget Summary

Budget			
Budget Category	State Reimbursement	Local Match	
Contracted Services			
Validate an Objective Roadside Tool to Assess Driver Fatigue	\$67,151.00	\$0.00	
Total	\$67,151.00	\$0.00	
Total	\$67,151.00	\$0.00	



MAD Project Number: 2020-112
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Barbara Tuckner

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G10000000, Location 001
Total Amount of Contract: \$15,260.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
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 Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Barbara Tuckner Requesting Agency: Glenn Engstrom

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 109 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 \$15,260.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective December 15, 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 June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Glenn Engstrom. 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. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Dec 4, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

Proposal

DOT Training Certification Project Activities, Timeline, and Project Costs

The overall timeline for the project would be 12/15/2019 (or when the interagency agreement is signed) through 6/30/2020. If the interagency agreement is not signed by 12/10/19, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
Review background materials and interview key training staff to understand the work and perceived gaps in the current program.	30
Prepare a bulleted summary of findings and develop a planning session to improve the training program.	10
Prepare and conduct planning session that describes the overall business and delivery model for concrete, asphalt and aggregate training, compile notes, and develop next step options.	25
Develop and facilitate a more detailed strategy session to include training delivery options, staffing responsibilities, etc. Compile notes accordingly	25
Meet with NRRRA leadership as needed to further refine the training program and provide support as needed	2
Subtotal	92
Project management, including client communication (18%)	17
Total hours	109
Total costs: (109 hours times \$140)	\$15,260



MAD Project Number: 2020-128
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

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: \$18,144.00	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 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: _____
 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 Department of Transportation (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 Mahmish, LLC it will sub-contract with Mahmish, LLC to provide the services as identified in Exhibit A, which is attached and incorporated into this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis & Development: Renda Rappa Requesting Agency: Deb Ledvina

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 120 hours at a rate of \$140 per hour for services provided Mahmish, LLC. and up to \$1,344 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$18,144.00.

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 services 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 December 16, 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 31, 2020, 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 Deb Ledvina. This person shall have final authority for accepting the Division's services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By: <i>Rendra E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Dec 12, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

State Programs, Commercial Vehicle Operations Program Training Assessment & Recommendations

Proposal by:
Jim Jarvis, Mahmish, LLC
612.859.7732
jim@mahmish.com

December 9, 2019

Background and Purpose

The State Programs work unit of Commercial Vehicle Operations (CVO), Minnesota Department of Transportation has implemented a regulatory program involving inspections, audits and reviews of intrastate Minnesota carriers.

CVO leadership seeks an assessment of the training needs for this work unit and has assembled a number of relevant documents related to past training, program specifics, TPS position descriptions and regulatory criteria for inspections, audits and reviews. Given the broad range of work experience and professional backgrounds of current CVO staff, an efficient means for assessing and identifying program training needs could be achieved through a combination of one-on-one interviews with: appropriate CVO staff and leadership; selected private carriers and training institutions; legal and human resource professionals; and 1 – 2 sister states that also conduct intrastate vehicle regulation.

Products

This engagement will produce three products: 1) summary of interview comments; 2) 1-2 page description of a proposed training program for the State Programs work unit of the CVO; and 3) a PowerPoint presentation summarizing the engagement methodology, high-level interview results, and options for training implementation.

Assessment Activities, Hours and Timetable

1. **Kick-off and Review of Relevant Documents and Information.** Draft kick-off announcement for staff for management distribution. Review: position descriptions; audit, inspection and review standards/practices; status of CVO intrastate passenger regulation implementation; relevant statutes and rules; and existing training practices).

Estimated hours: 15. Timetable: Contract execution, ongoing

2. **Conduct One-on-One Interviews and Site Visit.**

- a. Up to 27 one-on-one confidential interviews of: CVO state program staff and leadership; 1-2 other states; 3-4 selected private carriers; and 1-2 community

colleges and/or training organizations. Interview candidates will be selected in consultation with client.

- b. One-day site visit to observe state program audit, inspection and review activities.
- c. Analyze and summarize the interview and site visit data and review redacted copy with client.

Estimated hours: 72. Timetable: December - January

3. Project communications and final deliverables.

- a. Weekly email updates to CVO leadership
- b. 3-4 check-in calls to CVO leadership
- c. Draft/review/revise training outline in consultation with CVO leadership
- d. Draft/review/revise PPT presentation (suitable for staff presentation) in consultation with CVO leadership

Estimated hours: 33. Timetable: Contract execution; ongoing

It is anticipated that this engagement will be completed by February 28, 2020

Contacts:

The following persons will be the primary contacts for all matters concerning this agreement. Management Analysis & Development (Division): Beth Bibus; Mahmish, LLC: James Jarvis; Requesting Agency: CVO director Deb Ledvina

Consideration and Terms of Payment:

Mahmish, LLC Consulting Services

Total hours: 120; Total consulting services cost @ \$140/hour: \$16,800

Total Project Hours: 120; Total Project Cost: \$16,800

Effective Dates:

This agreement is effective December 9, 2019 or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05, subd. 2, or whichever occurs later, and shall remain in effect until March 31, 2020 or until all obligations have been satisfactorily fulfilled, whichever comes first.

AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS & DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-128

WHEREAS, the State of Minnesota, **Minnesota Department of Transportation**, has an interagency agreement identified as **2020-128 (MnDOT Contract No. 1035962)** with Minnesota Management & Budget, Management Analysis & Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **3 and 5** of the original contract shall be amended to read:

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~420~~ 135 hours at a rate of \$140 per hour for services provided Mahmish, LLC. and up to \$~~1,344~~ 1,512 for contract management as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed \$~~18,144.00~~ \$20,412.00.

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 services performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

5. Effective Dates:

This agreement is effective December 16, 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 31~~ June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <i>Renda E Rappa</i> Title: <i>Business Manager</i> Date: <i>March 3, 2020</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Department of Transportation [REQUESTING AGENCY] and Minnesota Management & Budget [PROVIDING AGENCY].

Agreement

1 Term of Agreement

- 1.1 **Effective date:** *December 10, 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:** *90 days*, or when the investigation final report has been submitted to the REQUESTING AGENCY and the investigation's final itemized statement is received and paid, EXCEPT if the investigator is called upon to prepare for and testify at an Arbitration Hearing or other contractual and legal hearings about the investigation/report written about the findings of the investigation.

2 Scope of Work

- A. Select and hire an outside investigator to conduct a sensitive employee misconduct investigation.
- B. Pay for the investigator's services directly at the conclusion of the investigation and upon presentation of an itemized invoice.
- C. Provide a copy of the invoice to the REQUESTING AGENCY for reimbursement.

3 Consideration and Payment

An hourly rate of \$175.00 will be assessed plus an additional \$50.00 fee for administrative purposes. In addition, the REQUESTING AGENCY will be invoiced for travel and subsistence expenses actually and necessarily incurred by the investigator as a result of this agreement in the same manner and in no greater amount than provided in the current Commissioner's Plan promulgated by the Commissioner of the PROVIDING AGENCY, which is incorporated into this agreement by reference. The REQUESTING AGENCY will be invoiced by the PROVIDING AGENCY for the investigation upon receipt of the invoice from the investigator. Reimbursement for services rendered is to be paid within 30 days.

The total obligation will not exceed \$25,000 for all compensation and reimbursements to the PROVIDING AGENCY under this agreement without the consent and approval of both agencies.

4 Conditions of Payment

All services provided by the PROVIDING AGENCY under this agreement must be reimbursed regardless of the outcome of the investigation and the satisfaction of the REQUESTING AGENCY.

5 Authorized Representative

The REQUESTING AGENCY'S authorized representative for the purposes of administration of this agreement is Seema Desai or his/her successor. The PROVIDING AGENCY'S authorized representative for the purposes of administration of this agreement is Edwin Hudson or his successor. Each representative shall have final authority for acceptance of services of the other party and shall have responsibility to insure that all payments due to the other party are made pursuant to the terms of this agreement.

6 Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8 Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Nicole Res

Date: 1-6-2020

P.O./SWIFT #: 3000515196/171058

2. MINNESOTA MANAGEMENT AND BUDGET

Signed: James Moran
(with delegated authority)

Title: CFO

Date: 01-10-2020

3. DEPARTMENT OF TRANSPORTATION

Signed: Melissa Brand
(with delegated authority)

Title: ASST. Director, Consultant serv.

Date: 01/06/2020

4. MNDOT Contract Management

By/Date: **Kyle Fisher**
Digitally signed by Kyle Fisher
Date: 2020.01.10 08:13:03 -06'00'



MAD Project Number: 2020-121
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation- Operations, Market Research
 MAD Contact: Ashley Johnson

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: \$29,680.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
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 Department of Transportation-Operations, Market Research (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. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Ashley Johnson

Requesting Agency: Laurie Ryan

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to 212 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 \$29,680.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective December 16, 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 June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

This agreement may be terminated by the Requesting Agency or the Division at any time with thirty (30) days written notice to the other party. In this event, the Division shall receive payment on a pro rata basis for the work performed.

7. Requesting Agency's Authorized Representative:

The Requesting Agency's authorized representative for the purposes of this agreement is Laurie Ryan. 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. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>Dec 11, 2019</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

Proposal

MnDOT—Manufacturers' Perspective District 3
December 11, 2019

Proposal prepared by:

Ashley Johnson
(651) 259-3821

ashley.johnson@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 35 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

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Minnesota Department of Transportation (MnDOT) is conducting a study of manufacturers' perspectives on Minnesota's transportation system in MnDOT District 3. District 3 serves 12 counties and encompasses the Central region of the state, with its headquarters in Baxter. Other cities in District 3 include Pine River, Long Prairie, Sauk Centre, Buffalo, Monticello, and Mora.

The study approach closely mirrors previous projects in MnDOT Districts 1, 2, 4, 6, 7, 8 and Metro Phase I. Through face-to-face interviews with businesses, MnDOT is collecting information on transportation needs and building relationships with economic development professionals and businesses. Information gleaned from interviews will help MnDOT understand the needs and priorities of businesses in District 3 and contribute to near-term project planning to support regional economic vitality.

MnDOT has asked Management Analysis and Development (MAD) to provide data management and coding services in Phase II of the project. MnDOT may ask MAD to provide analysis, reporting, and data sharing services in Phase III of the project. MnDOT is currently working with another vendor to schedule interviews and collect data. Other project partners include economic development organizations (EDOs) within District 3 and the State and Local Policy Program (SLPP) at the Humphrey School of Public Affairs.

This project is part of an ongoing effort by MnDOT to understand the perspectives of manufacturers throughout the State of Minnesota. MAD and SLPP are continuing partners in this effort.

Products

1. Create a Dedoose file for District 3 data, including uploading interview notes, descriptors, and codes.
2. Create a descriptors Excel file in a format that matches past district's descriptors files.
3. Code all District 3 interviews.
4. Develop and vet an analysis plan for District 3 data.
5. Develop preliminary findings.

Activities, Timeline, and Project Costs

The overall timeline for Phase II of the project would be December 16, 2019 (or when the interagency agreement is signed) through June 30, 2020, though MAD anticipates that project work would be completed for Phase II in April 2020. If the interagency agreement for Phase II is not signed by December 16, 2019, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

MAD anticipates that the project would follow the approximate timeline outlined below. If client needs or project circumstances lead to alterations in these approximate dates, MAD would work with the client to adjust the overall schedule accordingly.

- January –February: Create a Dedoose file, create a descriptors Excel file in a format that matches past district’s descriptors files, code all District 3 interviews
- Early March – mid-March: Develop an analysis plan for District 3 data
- Mid-March – early April: Preliminary analysis and theming, develop report outline

Phase II Activities (FY20 Funding)	Hours
Documentation from interviews. Review 125 interview transcripts for descriptors data to create formatted descriptors spreadsheet and Dedoose file. Hours assume that MAD staff will not check interview notes for quality (e.g., level of detail, clarity) for coding and analysis purposes; notes will be checked by MnDOT staff and/or another vendor for quality.	10
File creation. MAD staff will create two types of files to support project work: <ul style="list-style-type: none"> • Dedoose coding and analysis file • Descriptors Excel file in a format that matches past district’s descriptors files 	10
Code interview data. MAD staff will develop a coding structure and code 125 interview transcripts. Data must be coded during Phase II in order to provide preliminary findings to inform the district’s freight plan, and to produce the final action items spreadsheet quickly in Phase III.	125
Develop an analysis plan for District 3 data. Analysis of District 3 data will be more complex than previous districts as different guides were tailored for different geographies (i.e., urban, rural) and guides were revised after initial use with some businesses. Development of an analysis plan occurs after coding of interview data to allow MAD staff the opportunity to become more familiar with the data before proposing an analysis method.	20
Preliminary findings. MAD staff will develop high-level preliminary findings early in the analysis process to inform the district’s freight plan as soon as possible. Preliminary findings will also drive the outline of the report.	15
Subtotal	180
Project management, including client communication (18%)	32
Total hours	212
Total costs: (212 hours times \$140)	\$ 29,680

Optional Future Consulting

If MnDOT selects MAD to work on Phase III of the project, the overall timeline would be June 1, 2020 (or when the interagency agreement is signed) through October 31, 2020. If the interagency agreement for Phase III is not signed by June 1, 2020, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs. MAD may also begin working on activities outlined below earlier than June 1, 2020, if efficiencies are found in Phase II, or if additional FY20 funds become available.

MAD anticipates that the project would follow the approximate timeline outlined below. If client needs or project circumstances lead to alterations in these approximate dates, MAD would work with the client to adjust the overall schedule accordingly.

- Early June – mid-June: Creation of the final action items spreadsheet
- Early June – late-July: Complete analysis and report drafting
 - Late July – mid-August: MnDOT District 3 and Central Office staff review report
- Mid-August – late August: Revise report based on client and district feedback
- Early September – mid-September: Develop presentations and meetings to share study findings
- Late September – early October: Share study findings, which may include a report-out meeting and implementation meeting(s), and perform final project tasks, such as adding District 3 data to the All District Database in Dedoose

Phase II Activities (FY21 Funding)	Hours
Final action items spreadsheet. A final action items spreadsheet will be developed for the district, using coded interview data from Phase II. The final action items spreadsheet will include both short- and long-term action items.	25
Summarize research findings. Summarize research findings and provide recommendations through the lenses of transportation and economic development. Estimate includes development of spotlights to highlight priority areas for the district and working with district staff to develop the early benefits section of the report.	160
Revise report. MAD staff will provide a final, public-ready report.	60
Share study findings. This may include preparing presentation(s) of study findings and facilitating implementation meetings. Hours assume travel to meetings in the District.	75
Complete final project tasks. Add District 3 data to the All District Database in Dedoose.	10
Subtotal	330
Project management, including client communication (18%)	59
Total hours	389
Total costs: (389 hours times \$140)	\$ 54,460

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 Laurie Ryan. The MAD project lead would be Ashley Johnson; other MAD consultants would also provide services to the client.

Client Responsibilities

Many of MAD's deliverables for Phase II involve inputs from other vendors or partners, such as interview data from other vendors and MnDOT staff. Phase III deliverables involve inputs from SLPP and other vendors, such as the business list and the industry cluster analysis. MAD would look to the client to hold these partners accountable for meeting the agreed upon timeline and deliverables. Other client responsibilities include:

- Initiating and overseeing SLPP and other vendor activities detailed in the MAD-designed project plan.
- Providing input and involvement on approach to key project deliverables, such as interview documentation, analysis plan, report structure, and presentations
- Ensuring that District 3 and other MnDOT staff provide sufficient documentation of interviews and provide subject matter insight, as needed

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public.

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.



AMENDMENT to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-121

WHEREAS, the State of Minnesota, Department of Transportation-Operations, Market Research, has an interagency agreement identified as **2020-121** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **3** of the original contract shall be amended to read:

3. Consideration and Terms of Payment:

In consideration for all services performed and materials provided, the Requesting Agency agrees to pay the Division as follows:

Up to ~~212~~ 397 hours at a rate of \$140 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$29,680.00~~ \$55,580.00.

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 service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: <i>Rendra S Rappa</i> Title: <i>Business Manager</i> Date: <i>March 12, 2020</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:



AMENDMENT #2 to INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES AGREEMENT NUMBER 2020-121

WHEREAS, the State of Minnesota, Department of Transportation-Operations, Market Research, has an interagency agreement identified as **2020-121** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) 1, 3 & 5 of the original contract shall be amended to read:

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. Additional revisions and merging of the final data file with all projects will also take place.

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 ~~397,488~~ hours at a rate of \$140 per hour as documented by invoice prepared by the Division. The total amount the Division will invoice under this agreement shall not exceed ~~\$55,580.00~~ \$68,320.00.

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 service performed in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

5. Effective Dates:

This agreement is effective December 16, 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 ~~June 30, 2020~~ September 15, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By:	By:
Title:	Title:
Date:	Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:



**AMENDMENT #3 to INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES
AGREEMENT NUMBER 2020-121**

WHEREAS, the State of Minnesota, Department of Transportation-Operations, Market Research, has an interagency agreement identified as **2020-121** with Minnesota Management and Budget, Management Analysis and Development (Division), for consulting services; and

WHEREAS, the Requesting Agency and the Division agree that the above-referenced contract should be amended; and

WHEREAS, Paragraph(s) **5** of the contract shall be amended to read:

5. Effective Dates:

This agreement is effective December 16, 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 ~~September 15, 2020~~ September 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever comes first.

Except as herein amended, the provisions of the Original Agreement remain in full force and effect. The Original Agreement and any previous amendments are incorporated into this amendment by reference.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Title: Date:
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:



Grant Agreement

Page 1 of 2

Minnesota Department of Public Safety ("State") Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, MN 55101	Grant Program: 2020 NHTSA: MnDOT Local Updates Project No.: 20-05-04 Grant Agreement No.: A-LOCUPDT20-2020-MNDOT-002
Grantee: Minnesota Department of Transportation 395 John Ireland Blvd MS 450 Saint Paul, Minnesota 55155	Grant Agreement Term: Effective Date: October 1, 2019 Expiration Date: September 30, 2020
Grantee's Authorized Representative: Jesse Pearson 395 John Ireland Blvd MS 450 Saint Paul, Minnesota 55101 Phone: (651-366-3881) Email: jesse.pearson@state.mn.us	Grant Agreement Amount: Original Agreement \$ 50,000.00 Matching Requirement \$ 0.00
State's Authorized Representative: Allison Hawley Office of Traffic Safety 445 Minnesota Street, Suite 1620 Saint Paul, Minnesota 55101 Phone: (651)201-7081 Email: Allison.hawley@state.mn.us	Federal Funding: CFDA #20.616 FAIN: 18X920405CMN17 State Funding: None Special Conditions: None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant agreement.

Term: Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee's approved 2020 NHTSA: MnDOT Local Updates Application ("Application") which is incorporated by reference into this grant agreement and on file with the State at 445 Minnesota Street, Suite 1620, St. Paul, MN 55101. The Grantee shall also comply with all requirements referenced in the 2020 NHTSA: MnDOT Local Updates Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant agreement.

Budget Revisions: The breakdown of costs of the Grantee's Budget is contained in Exhibit A, which is attached and incorporated into this grant agreement. As stated in the Grantee's Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.

Matching Requirements: (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

Payment: As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the



Grant Agreement

Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

Certification Regarding Lobbying: (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

1. ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

3. STATE AGENCY

Signed: [Signature]
(with delegated authority)

Title: Director

Date: 3-05-2020

Grant Agreement No. A-LOCUPDT20-2020-MNDOT-002
PO No. 3-65173

2. GRANTEE (MnDOT)

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable statute or delegation.

Signed: [Signature]

Print Name: MARK GIESEKE

Title: ASSISTANT COMMISSIONER ESD

Date: _____

MnDOT Grant Management

Signed: [Signature]

Print Name: Kelli Peters

Title: Grant Coordinator

Date: 2-27-20

MnDOT Contract Management

Signed: [Signature]

Print Name: Kyle Fisher

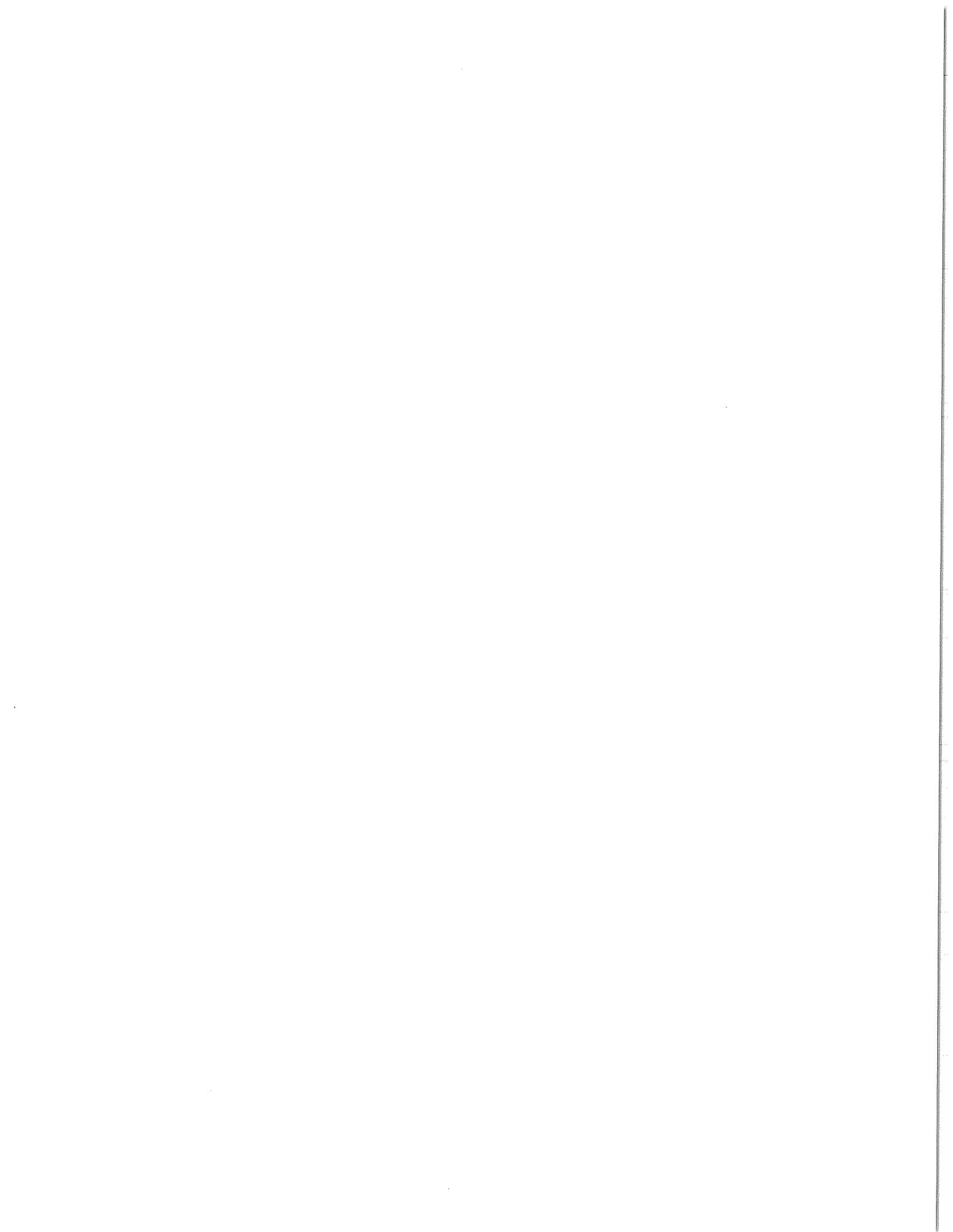
Title: Contact Admin.

Date: 2/27/2020

Distribution: DPS/FAS
Grantee
State's Authorized Representative

Budget Summary

Budget	State Reimbursement	Local Match		
Budget Category				
Contracted Services				
Scoping and Development	\$50,000.00	\$0.00		
Total	\$50,000.00	\$0.00		
Total	\$50,000.00	\$0.00		





**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Federal Project Number: SPR CR20(001)

Project Identification: MIAC Spatial Layers and MIAC/OSA Project Application

This agreement is between the Minnesota Department of Transportation (“MnDOT”), Minnesota Department of Administration (“ADMIN”), Minnesota Indian Affairs Council (“MIAC”), and **Minnesota Geospatial Information Office (“MnGeo”)**.

This agreement is funded in whole or in part with federal dollars from CFDA #20.205 (FHWA – Highway Planning and Construction).

Agreement

1 Term of Agreement; Incorporation of Exhibits

- 1.1 **Effective Date:** This agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2 **Expiration Date:** This agreement will expire on **June 30, 2021**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Exhibits:** Exhibits A through C are attached and incorporated into this agreement.

2 Scope of Work

- 2.1 This entire scope of work falls under Source Type 9085.
- 2.2 MnGeo will perform the tasks and provide deliverables described in Exhibit A.

3 Consideration and Payment

- 3.1 MnGeo will be paid as follows: according to the breakdown of costs contained in Exhibit B.
- 3.2 MnDOT will pay eighty percent of the project costs (up to \$151,817.08), ADMIN will pay ten percent of the project costs (up to \$18,977.14), and MIAC will pay ten percent of the project costs (up to 18,977.14). The total obligation for all compensation and reimbursements to MnGeo under this agreement will not exceed **\$189,771.36**.

4 Conditions of Payment

- 4.1 MnGeo will invoice MnDOT, ADMIN, and MIAC directly. Invoices will detail the total cost of the project, and also identify the 80% MnDOT, 10% ADMIN, and 10% MIAC amount due.
- 4.2 All services provided by MnGeo under this agreement must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.3 MnDOT will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving MnGeo invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify MnGeo within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay MnGeo within 30 days of receipt of such invoice.

5 Agreement Personnel

5.1 MnDOT’s Authorized Representative will be:

Name/Title: Kendall Lausche, Contract Administrator (or his/her successor)
 Address: Minnesota Department of Transportation
 Consultant Services, Mail Stop 680
 395 John Ireland Boulevard, St. Paul, MN 55155-1800
 Telephone: 651-366-4692
 E-Mail: kendall.lausche@state.mn.us

5.2 MnDOT's Project Manager will be:

Name/Title: Jacob Foss, State Program Admin Principal (or his/her successor)
Address: Minnesota Department of Transportation
Cultural Resources Unit, Mail Stop 620
395 John Ireland Boulevard, St. Paul, MN 55155-1800
Telephone: 651-366-3616
E-Mail: jacob.foss@state.mn.us

5.3 MnGeo's Authorized Representative will be:

Name/Title: Sandi Stroud, Director
Address: Minnesota Geospatial Information Office
658 Cedar Street
St. Paul, MN 55155
Telephone: 651-201-2460
E-Mail: sandi.stroud@state.mn.us

5.4 ADMIN's Authorized Representative will be:

Name/Title: Laurie Beyer-Kropuenske
Address: Minnesota Department of Administration
200 Administration Building
50 Sherburne Avenue, St. Paul, MN 55155
St. Paul, MN 55155
Telephone: 651-201-2501
E-Mail: laurie.beyer-kropuenske@state.mn.us

5.5 MIAC's Authorized Representative will be:

Name/Title: Shannon Geshick, Executive Director
Address: Minnesota Indian Affairs Council
161 St. Anthony Avenue, Suite 919
St. Paul, MN 55103
Telephone: 651-249-0160
E-Mail: shannon.geshick@state.mn.us

6 Amendments

6.1 Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7 Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8 Termination

8.1 Either party may terminate this agreement at any time, with or without cause, upon 15 days' written notice to the other party.

9 Plain Language; Accessibility Standards

9.1 **Plain Language.** Except for designs, plans, layouts, maps and similar documents, MnGeo must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, MnGeo will take the following steps in the deliverables:

- Use language commonly understood by the public;

- Write in short and complete sentences;
- Present information in a format that is easy-to-find and easy-to-understand; and
- Clearly state directions and deadlines to the audience.

9.2 **Accessibility Standards.** Except for designs, plans, layouts, maps and similar documents, MnGeo agrees to comply with the State of Minnesota's Accessibility Standard (http://mn.gov/oet/images/Std_State_Accessibility.pdf) for all deliverables under this agreement. The State of Minnesota's Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. MnGeo's compliance with the State of Minnesota's Accessibility Standard includes, but is not limited to, the specific requirements as follows:

- All videos must include closed captions, audio descriptions and a link to a complete transcript;
- All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, MnGeo will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
- All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

10 Contractor Payment Form Requirement

10.1 If MnGeo is making payments to subcontractors, regardless of their tier or Disadvantaged Business Enterprise (DBE) status, MnGeo must complete Exhibit C, the "Contractor Payment Form", and submit it to MnDOT's Office of Civil Rights (OCR) until final payment is made. MnGeo must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota's prompt payment law may cause progress payments to MnGeo to be withheld. MnGeo must submit one copy of this form to MnDOT's OCR and one to MnDOT's Project Manager, no later than 10 days after receiving a payment from MnDOT.

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MnDOT ENUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed: _____

Date: _____

MNIT

DocuSigned by:
Tracy Berasch
58BF08075AF8441...

Signed: _____

Title: Procurement Director

Date: 3/17/2020

Date: _____

MnDOT

(with delegated authority)

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed: _____

Date: _____

ADMIN

Signed: *[Signature]*

Title: General Counsel

Date: 3/24/20

MIAC

Signed: *Shannon Geshick*

Title: Executive Director

Date: 3/23/2020

MIAC

Signed: *[Signature]*

Title: Chairman

Date: 3/24/2020

SCOPE

MnDOT is in need of assistance with Geographic Information System (GIS) professional services required to support the business needs of the Minnesota Indian Affairs Council (MIAC), the Office of the State Archeologist (OSA) and MnDOT to create two spatial layers for the OSA portal and create a review application to enter, track, and archive requests for review in a consistent manner.

WORK PLAN

The MnGeo will perform the following tasks:

Task Descriptions

Task 1: Project Administration and Project Management

- 1.1 Perform general project management services including status reports, meetings with clients, detailed requirements gathering, Quality Assurance (QA)/Quality Control (QC) of deliverables, tasks, deliverables definitions, creation, and project communication.
- 1.2 Perform general project administration services including contract modifications, basic project design, meetings with clients, accounting, invoicing, budget tracking, travel time, additional metadata not previously noted, project documentation and archiving, and future service authorization estimating and creating.

Task 2: Creation of Two Spatial Layers

- 2.1 Create two spatial layers to reside in the OSA portal based on MIAC's collective access records.
- 2.2 Gather data from source repository.
- 2.3 Create MIAC spatial layer (public facing).
- 2.4 Create MIAC spatial layer (published for only authenticated users)

Task 3: Creation of Reviewer Application

- 3.1 Create a reviewer application to enter, track, and archive requests for review and the review responses.
- 3.2 Setup development environments and any associated tasks with development of an application.
- 3.3 Get data from Cultural Resources Information System (CRIS) to MIAC and OSA Project Review Application.
- 3.4 Create functionality to include:
 - 3.4.1 Enter new requests (irrespective of CRIS application)
 - 3.4.2 Track review requests
 - 3.4.3 Notification for review requests
 - 3.4.4 Search capabilities
 - 3.4.5 User management, i.e. security around records, roles to functions, etc.
 - 3.4.6 Generate response letters

Task 4: Data Sharing Identification and Mapping

- 4.1 Identify data sharing points between OSA, SHPO, MnDOT, and MIAC. Identify where the data sits in terms of database and format and not the business process.
- 4.2 Create a high level plan that delimits each data sharing point between each agency.
- 4.3 Map the process which shows interaction between agency data including database and format.

Task 5: Managed Hosting - System Maintenance and Infrastructure

- 5.1 **Infrastructure:** For the purposes of this project, production and development infrastructure will be available for 5 months of Fiscal Year (FY)20 and 12 months of FY21.
 - 5.1.1 Provide a secure, reliable platform for hosting and deploying MIAC, OSA and MnDOT's GIS data, web services, and applications. This includes problem solving, periodic software, and system upgrades. Evaluate new applications as needed against the capabilities of the infrastructure deployed.
 - 5.1.2 Ensure system performance, provide adequate data storage, and server resources for the system. Assess application performance during testing in order to use results as a benchmark for consistent, periodic performance testing.
 - 5.1.3 Address any reported issues.

- 5.1.4 Answer questions as appropriate.
- 5.1.5 Coordinate with Minnesota Information Technology (MNIT) Managed Hosting regular Operating System (OS) patching and updates.
- 5.2 System Maintenance: Assess system maintenance each month. System maintenance is estimated at 25 hours per server per year.

EXPECTATIONS

1. Within normal business hours, MnGeo will acknowledge website operational problems within one hour identified by MIAC, OSA, and MnDOT staff and reported to MnGeo through MIAC, OSA, and MnDOT's primary contact. Within one business day, MnGeo staff will respond to website operational problems identified by MIAC, OSA, and MnDOT staff and reported to MnGeo through MIAC, OSA, and MnDOT's primary contact. MnGeo staff will keep MIAC, OSA, and MnDOT's primary contact apprised of needed repairs and anticipated timelines to complete repairs.
2. MnGeo staff will provide MIAC, OSA, and MnDOT with notice as soon as possible regarding impending changes that are unplanned or external in nature. For changes planned by MnGeo, no less than one month's notice will be provided before instituting major system / software changes. In each case, MnGeo will apprise MIAC, OSA, and MnDOT of potential problems associated with these changes. MnGeo will follow Information Technology (IT) best practices of making changes to the development environment, testing sufficiently, and confirming the change succeeded before proceeding to make changes to production environment.
3. When upgrades are instituted, MnGeo staff will review the platform to ensure all core components are operational. MIAC, OSA, and MnDOT staff will provide detailed testing of applications and services, using their discretion to determine the appropriate level of effort. As part of this task, testing plans will be developed and shared as well as incorporated into MNIT Change Management routines.
4. Provide MIAC, OSA, and MnDOT with a minimum of one hour notice before any scheduled reboot of servers as defined by MNIT Managed Hosting.
5. Maintenance will be conducted during MnGeo's standard maintenance windows and will be communicated through MIAC, OSA, and MnDOT's primary contact.
6. If additional resources are required for the shared environment specifically because of MIAC, OSA, and MnDOT deployments or at a request for additional resources by MIAC, OSA, and MnDOT's primary contact, MIAC, OSA, and MnDOT's infrastructure costs will be increased accordingly.

ASSISTANCE

Under the terms of this agreement, MIAC, OSA, and MnDOT will:

1. Meet as needed with MnGeo staff to review the applications, services, and resources being deployed, and other related topics as requested by MnGeo Staff.
2. Provide MnGeo with timely review and comments on the applications, services, and resources being deployed, as requested by MnGeo.
3. Acting through MIAC, OSA, and MnDOT's primary contacts for this contract, provide MnGeo with timely notification of any problems related to this service authorization.

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<u>Direct Labor Costs</u>				
Task	GIS Basic	GIS Intermediate	GIS Advanced	Total
Task 1				
Project Management and Administration	0	0	513	513
Task 2				
Creation of Two Spatial Layers	6	336	108	450
Task 3				
Creation of Reviewer Application	45	450	450	945
Task 4				
Data Sharing Identification and Mapping	0	0	136	136
Task 5				
Managed Hosting - System Maintenance and Infrastructure	0	0	40	40
Total Hours	51	786	1247	2084
Fixed Hourly Rate	\$ 62.60	\$ 80.60	\$ 95.70	
Total Direct Labor Costs:	\$ 3,192.60	\$ 63,351.60	\$ 119,337.90	\$ 185,882.10

<u>Direct Expense Costs (must provide documentation)</u>			
Description	Unit	Rate	Cost
FY20 & FY21 Dedicated Server Fees	17 \$	228.78	\$ 3,889.26
Total Direct Expenses			\$ 3,889.26

TOTAL CONTRACT AMOUNT \$ 189,771.36

State Project Number:	Payment Reporting Period:	to	Prime Contractor:
Invoice Number:	Date Paid by State:		Subcontractor:

Submittal Instructions: Contractors making payments to subcontractors, regardless of their tier or DBE status, are required to complete and submit this form to State’s Office of Civil Rights (OCR) until final payment is made. Contractor must include payments to subcontractors, service providers, sub-consultants and independent contractors. Failure to comply with this form and Minnesota’s prompt payment law may cause progress payments to the Prime Contractor to be withheld. Contractor must submit one copy of this form to State’s OCR (at Joyce.Brown-Griffin@state.mn.us); State’s Project Manager, Consultant Services (at ptinbox@state.mn.us) no later than 10 days after receiving a payment from State.

(A) Contractor’s Name, Address & Telephone Number		(B) Total Contract Amount	(C) Committed DBE %	(D) Actual DBE % to Date
Name:				
Address:				
Phone:				
(E) Name of Subcontractor(s)/Supplier(s)		(G) Description of Work		
(F) DBE? (indicate)				
1.		1.		
2.		2.		
3.		3.		
(I) Amount of Current Payment		(K) Amount Paid to Date		(L) % Paid to Date
(J) Date Subcontractor Payment Issued				(M) Final Payment? (Yes or No)
1.				1.
2.				2.
3.				3.
(N) Company Official’s Signature, Title & Contact Info		(O) Date Signed		
Signature:		Signature:		
Title:		Title:		
Phone Number:		Phone Number:		Fax Number:
Fax Number:		Fax Number:		Fax Number:

(This form may be submitted in an alternate format)

Contractor Payment Form Instructions:

- (A) **Contractor's Name, Address & Telephone Number:** Enter the Prime Contractor's Information
- (B) **Total Contract Amount:** Enter the Total Contract Amount of the contract, as a whole
- (C) **Committed DBE %:** Enter the DBE requirement, as certified by the Prime Contractor in their proposal, which is the minimum percentage to be met.
- (D) **Actual DBE % To Date:** Enter the DBE percentage that have been met to date.
- (E) **Name of Subcontractor(s)/Supplier(s):** Enter the name of each subcontractor and/or supplier being used under the contract (add lines if necessary).
- (F) **DBE?:** Indicate whether each subcontractor and/or supplier is a DBE, or not.
- (G) **Description of Work:** Enter a description of the service(s) each subcontractor and/or supplier is providing under the contract.
- (H) **Subcontract Amount:** Enter the amount each subcontractor and/or supplier has been contracted for.
- (I) **Amount of Current Payment:** Enter the amount each subcontractor and/or supplier is being paid in this reporting period.
- (J) **Date Subcontractor Payment Issued:** Enter the date that the Prime issued payment to the Subcontractor.
- (K) **Amount Paid to Date:** Enter the amount each subcontractor and/or supplier has been paid to date, including the current payment.
- (L) **% Paid to Date:** Enter the percentage of total payments each subcontractor and/or supplier has received to date, in comparison to their contracted amount.
- (M) **Final Payment? (Yes or No):** Indicate whether the payment for each subcontractor and/or supplier, for the current payment, is the final payment or not.
- (N) **Company Official's Signature and Title:** A company official must sign each Contractor Payment Form submitted – include their title for reference.
- (O) **Date Signed:** Enter the date the Contractor Payment Form was signed by the company official.
- (P) **Name & Title of Individual Completing the Report:** Enter the Name and Title of the person who actually completed the Contractor Payment Form.

If you have any questions regarding this form, call the Office of Civil Rights at 651-366-3073

Exhibit F.A.I. Federal Award Information

NOTICE TO SUBRECIPIENT: This is a subaward of federal financial assistance from **Organization A** (hereinafter referred to as “recipient/pass-through entity”) to **Organization B** (hereinafter referred to as “subrecipient”).

Subrecipient Name: Minnesota Department of Employment and Economic Development	Subrecipient DUNS Number: 804832640
CFDA Name: Highway Planning and Construction	CFDA Number: 20.205
Federal Award Identification Number: OJT 8820(211)	Federal Award Date: February 12, 2020

<i>Is the Award for Research and Development?</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Project Description: To direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.		
Period of Performance Start and End Date: <u>February 24, 2020 – March 31, 2021</u>		

Indirect Cost rate: N/A	Total Amount of Federal Funds Obligated: \$394,852.00
Amount of Federal Funds Obligated by this action: \$394,852.00	Total of Federal Award: \$394,852.00

Contact for Federal Agency:

 Name: Kris Riesenberg

 Address: 380 Jackson St, Ste 500

St Paul, MN 55101

 Phone: (651) 291-6114

 Email: kris.riesenberg@dot.gov
Contact for Recipient:

 Name: Lorrie Janatopoulos

 Address: 332 Minnesota St, Ste E200

St Paul, MN 55101

 Phone: (651) 259-7572

 Email: lorrie.janatopoulos.state.mn.us

STATE OF MINNESOTA
GRANT AGREEMENT

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT"), and Minnesota Department of Employment and Economic Development, 332 Minnesota St, Ste E200, St Paul, MN 55101 ("DEED").

RECITALS

1. Minnesota Statutes § 174.02 authorizes MnDOT to enter into this agreement.
2. MnDOT is in need of the service to direct and manage the On-the-Job Training Support Services Program, coordinate participating partners, contract with community based organizations, and ensure contract compliance reporting.
3. DEED represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of MnDOT. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, DEED agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on February 24, 2020, or the date MnDOT obtains all required signatures under [Minn. Stat.§16B.98](#), Subd. 5, whichever is later. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to DEED until this agreement is fully executed. DEED must not begin work under this agreement until this agreement is fully executed and DEED has been notified by MnDOT's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on March 31, 2021, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Period of Performance.** The period of performance is from February 24, 2020 through March 31, 2021.
- 1.4 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.5 **Exhibits.** Exhibit A: Detailed Scope of Work and Deliverables; Exhibit B: Budget; Exhibit C: Budget Line Item Adjustment; and Exhibit D: Invoice are attached and incorporated into this agreement.

2 DEED's Duties

- 2.1 DEED will perform the duties specified in Exhibit A, which is attached and incorporated into this grant agreement.
- 2.2 DEED agrees to obtain the prior approval of MnDOT for any significant change related to the scope of work as required by 2 CFR 200 and 2 CFR 1201. This includes, but is not limited to:
 - 2.2.1 changes in overall project budget which result in a shift of \$25,000 or more of the original budget between tasks;
 - 2.2.1.1 DEED will submit a written Budget Line Item Adjustment Request for any substitution of budget items as specified in Exhibit C, which is attached and incorporated into this grant agreement. Requests must be approved by MnDOT's Project Manager prior to any expenditure by DEED.
 - 2.2.2 any significant revision of the scope, schedule, goals, objectives or tasks of the proposal Scope of Work, or related activities (regardless of whether there is an associated budget revision requiring prior approval); and
 - 2.2.3 changes in key personnel, program manager, or prime contractor.
- 2.3 DEED will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
- 2.4 DEED will submit written progress reports detailing services provided to program participants on a quarterly basis and upon program completion. MnDOT will provide DEED with reporting template. Payments will not be made under section 4.2 if a progress report is past due unless DEED has been given a written extension by MnDOT.

2.5 Asset Monitoring. If DEED uses funds obtained by this agreement to acquire a capital asset, DEED is required to use that asset for a public purpose for the normal useful life of the asset. Any capital assets acquired with grant funds under this agreement are subject to the follow reporting requirements: DEED may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of MnDOT and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Real Property. In accordance with 2 CFR 200.329, DEED must submit annual reports on the status of any real property, as defined in 2 CFR 200.85, in which the Federal Government retains an interest.

3 Time

3.1 DEED must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** MnDOT will pay for all services performed by DEED during the period of performance under this agreement as follows:

4.1.1 **Compensation.** DEED will be paid up to a maximum of \$394,852.00 according to the breakdown of costs contained in Exhibit B, which is attached and incorporated into this grant agreement.

4.1.2 **Matching Funds.** Any cost sharing or matching funds required of DEED in this agreement must comply with 2 CFR 200.306.

4.1.3 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by DEED as a result of this agreement will not exceed \$0.00 provided that DEED will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). DEED will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received MnDOT's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state. Exhibit N/A, which is attached and incorporated into this grant agreement, lists the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

4.1.4 **Total Obligation.** The total obligation of MnDOT for all compensation and reimbursements to DEED under this agreement will not exceed \$394,852.00

4.1.5 **Federal Funds.** Payments under this Agreement will be made from federal funds. DEED is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by DEED's failure to comply with federal requirements. If the federal government fails to pay part of the cost or expense incurred by DEED, DEED will be responsible for those costs or expenses incurred under this Agreement to the extent that the federal government's failure to pay is due to DEED's failure to comply with federal requirements. DEED's responsibility for costs and expenses under this clause are subject to an encumbrance of funds.

4.2 Payment

4.2.1 **Invoices.** DEED will submit SWIFT invoices and other supporting documentation for payment by email to MnDOT's Office of Civil Rights, at OCRGrantInvoices.DOT@state.mn.us Exhibit D, which is attached and incorporated into this agreement, is the form DEED will use to submit invoices. MnDOT's Project Manager, as named in this agreement, will review each invoice against the approved grant budget, grant expenditures to-date, and the latest written progress report before approving payment. MnDOT will promptly pay DEED after DEED presents an itemized invoice for the services actually performed and MnDOT's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:

Invoices must be submitted for the eligible deliverable specified in Exhibit A.

4.2.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.475 will be used to determine whether costs are eligible for reimbursement under this agreement.

4.2.3 **MnDOT's Payment Requirements.** MnDOT will promptly pay all valid obligations under this agreement as

required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DEED's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DEED within ten days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DEED within 30 days of receipt of such invoice.

4.2.4 Grant Monitoring Visit and Financial Reconciliation. During the period of performance, MnDOT will make at least annual monitoring visits and conduct annual financial reconciliations of DEED's expenditures.

4.2.4.1 MnDOT's Project Manager will notify DEED's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which MnDOT employees and/or contractors will participate, and which DEED staff members should be present. DEED will be provided with at least seven calendar days of notice prior to any monitoring visit or financial reconciliation.

4.2.4.2 Following a monitoring visit or financial reconciliation, DEED will take timely and appropriate action on all deficiencies identified by MnDOT.

4.2.4.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to DEED.

4.2.5 Unexpended Funds. DEED must promptly return to MnDOT at grant closeout any unexpended funds that have not been accounted for in a financial report submitted to MnDOT.

4.2.6 Closeout. DEED must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award within 90 calendar days of the end date of the period of performance. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.3 Contracting and Bidding Requirements. Prior to publication, DEED will submit to MnDOT all solicitations for work to be funded by this Agreement. Prior to execution, DEED will submit to MnDOT all contracts and subcontracts funded by this agreement between DEED and third parties. MnDOT's Project Manager has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by DEED. All contracts and subcontracts between DEED and third parties must contain all applicable provisions of this Agreement. MnDOT's Project Manager will respond to a solicitation, contract, or subcontract submitted by DEED within ten business days. All contracts between DEED and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

4.3.1 Procurement Requirements. For all procurements of goods and services supported in whole or in part with federal funds, DEED agrees to comply with the current requirements and standards of the Uniform Administrative Requirements, 2 CFR part 200, which is incorporated by reference into this Agreement.

4.3.2 Excluded Parties Listing System. Before entering into a third party contract or subcontract, DEED agrees to check the System for Awards Management at <https://www.sam.gov/portal/public/SAM/> to ensure the selected vendor or contractor has not been excluded from doing business with the federal government or its grantees. DEED will provide MnDOT with evidence that the System for Awards Management website has been checked.

4.3.3 Procurement Policy. DEED will provide MnDOT with a copy of its current local procurement policy.

4.3.4 Lobbying Certification. For all bids or proposals of third party contracts that exceed \$100,000, DEED will obtain from all bidders a signed Standard Form LLL Certification Regarding Lobbying, as required according to 31 U.S.C. 1352 and 49 CFR 20. The signed certification becomes part of the third party contract and must be provided to MnDOT for its official contract file.

4.3.5 Debarment and Suspension Certification. For all bids or proposals of third party contracts that exceed \$25,000, DEED will obtain from all bidders a signed Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters, as provided in 2 CFR 180 and 2 CFR 1200. The signed certification becomes part of the third party contract and must be provided to MnDOT for its official contract file.

5 Conditions of Payment

All services provided by DEED under this agreement must be performed to MnDOT's satisfaction, as determined at the sole discretion of MnDOT's Project Manager and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. DEED will not receive payment for work found by MnDOT to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives

6.1 MnDOT's Authorized Representative is:

Name/Title: Denise Pierre, Contract and Grant Coordinator
 Address: Minnesota Department of Transportation
 Office of Civil Rights, Mail Stop 170
 395 John Ireland Boulevard, St. Paul, MN 55155-1800
 Telephone: (651) 366-3321
 Email: denise.pierre@state.mn.us

MnDOT's Authorized Representative, or his/her successor, has the responsibility to monitor DEED's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 MnDOT's Project Manager is:

Name/Title: Mayjoua Ly, Business and Program Development Manager (Acting)
 Address: Minnesota Department of Transportation
 Office of Civil Rights, Mail Stop 170
 395 John Ireland Boulevard, St Paul, MN 55155
 Telephone: (651) 366-3323
 Email: mayjoua.ly@state.mn.us

MnDOT's Project Manager, or his/her successor, has the responsibility to monitor DEED's performance and progress. MnDOT's Project Manager will sign progress reports, review billing statements, make recommendations to MnDOT's Authorized Representative for acceptance of DEED's good or services and make recommendations to MnDOT's Authorized Representative for certification for payment of each invoice submitted for payment.

6.3 DEED's Authorized Representative is:

Name/Title: Lorrie Janatopoulos, Director, CareerForce Systems
 Address: 332 Minnesota St, Ste E200
 St Paul, MN 55101
 Telephone: (651) 259-7572
 Email: lorrie.janatopoulos.state.mn.us

If DEED's Authorized Representative changes at any time during this agreement, DEED will immediately notify MnDOT.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

7.1 Assignment. DEED may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

7.2 Amendments. Any amendments to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7.3 Waiver. If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.

7.4 Grant Agreement Complete. This grant agreement contains all negotiations and agreements between MnDOT

and DEED. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

8 Liability

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent acts or omissions of that party or its agents, employees or representatives acting within the scope of their duties. The liability of each party is as set out in chapter 3.736 of the Minnesota Statutes and subject to the limitations therein. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have or be construed to create a basis for a claim or suit when none would otherwise exist. This provision shall survive the termination of this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, DEED's books, records, documents, and accounting procedures and practices of DEED, or other party relevant to this grant agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. DEED will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices. DEED and MnDOT must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by MnDOT under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by DEED under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either DEED or MnDOT. If DEED receives a request to release the data referred to in this section 10.1, DEED must immediately notify MnDOT. MnDOT will give DEED instructions concerning the release of the data to the requesting party before the data is released. DEED's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 Intellectual Property Rights. MnDOT owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by DEED, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by DEED, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of MnDOT, and DEED upon completion or cancellation of this agreement must immediately return all such Documents to MnDOT. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." DEED assigns all right, title and interest it may have in the Works and the Documents to MnDOT. DEED must, at the request of MnDOT, execute all papers and perform all other acts necessary to transfer or record MnDOT's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by DEED, including its employees and subcontractors, in the performance of this agreement, DEED will immediately give MnDOT's Authorized Representative written notice thereof and must promptly furnish MnDOT's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 Representation. DEED must perform all acts, and take all steps necessary to ensure that

all intellectual property rights in the Works and Documents are the sole property of MnDOT and that neither DEED nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. DEED represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, DEED will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MnDOT, at DEED's expense, from any action or claim brought against MnDOT to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. DEED will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in DEED's or MnDOT's opinion is likely to arise, DEED must, at MnDOT's discretion, either procure for MnDOT the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of MnDOT will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

DEED certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. DEED's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity. Any publicity regarding the subject matter of this agreement must identify MnDOT as the sponsoring agency and must not be released without prior written approval from MnDOT's Project Manager. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for DEED individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement.

12.2 Endorsement. DEED must not claim that MnDOT endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination; Suspension

14.1 Termination by MnDOT. MnDOT may terminate this agreement with or without cause, upon 90 days written notice to DEED. Upon termination, DEED will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause. MnDOT may immediately terminate this grant agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that DEED has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding. MnDOT may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to DEED. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, DEED will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent

that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide DEED notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

14.4 Suspension. MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by DEED during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, DEED consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring DEED to file state tax returns and pay delinquent state tax liabilities, if any.

16 Fund Use Prohibited. DEED will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent DEED from utilizing these funds to pay any party who might be disqualified or debarred after DEED's contract award on this Project.

17 Discrimination Prohibited by Minnesota Statutes §181.59. DEED will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 Limitation. Under this Agreement, MnDOT is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. MnDOT may provide technical advice and assistance as requested by DEED, however, DEED will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. DEED's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 Additional Provisions

19.1 Appendix II 2 CFR Part 200 Federal Contract Clauses. DEED agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third party contractors, as applicable. In addition, DEED shall have the same meaning as "Contractor" in the federal requirements listed below.

19.1.1 Remedies. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative,

- contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 19.1.2 **Termination.** All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 19.1.3 **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 19.1.4 **Davis-Bacon Act, as amended.** (40 U.S.C. 3141-3148) When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 19.1.5 **Contract Work Hours and Safety Standards Act.** (40 U.S.C. 3701-3708) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 19.1.6 **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 19.1.7 **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or

regulations issued under the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- 19.1.8 **Debarment and Suspension.** (Executive Orders 12549 and 12689) A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 19.1.9 **Byrd Anti-Lobbying Amendment.** (31 U.S.C. 1352) Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 19.1.10 **Procurement of Recovered Materials.** See 2 CFR 200.322 Procurement of Recovered Materials.
- 19.2 **Drug-Free Workplace.** In accordance with 2 C.F.R. § 32.400, DEED will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.
- 19.3 **Nondiscrimination.** DEED hereby agrees that, as a condition of receiving any Federal financial assistance under this agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, handicap, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which DEED receives Federal financial assistance. The specific requirements of the Department of Transportation Civil Rights assurances (required by 49 C.F.R. §§ 21.7 and 27.9) are incorporated in the agreement.
- 19.4 **Federal Funding Accountability and Transparency Act (FFATA).** In accordance with 2 C.F.R. 170.220(a), the terms in Appendix A to 2 C.F.R. Part 170 are incorporated by reference into this agreement.

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MnDOT ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15 and § 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s) 174229/3000526578

DEED

DEED certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: Vivian Gana Y. Poulas

Title: Carber Force Director

Date: 3/17/2020

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

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Exhibit A: Detailed Scope of Work and Deliverables**Services to be performed by DEED:**

DEED is responsible for directing and managing the On-the-Job Training Support Services (OJT/SS) Program, coordinating participating partners, ensuring contract compliance and reporting deliverables. To accomplish the tasks, DEED may choose to contract with community based organizations (CBOs) to deliver some of the services. In the event that DEED chooses to contract with CBOs to deliver services, DEED will still be responsible to MnDOT for all services and deliverables as described in the scope of work.

Scope of Work and Deliverable

DEED will:

1. Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJTSS.
2. Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.
3. Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy occupational training.
4. Recruit and screen targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction occupational training before enrollment.
5. Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.
6. Provide job success skills training to help enrollees adapt to workplace culture.
7. Contract with training vendor(s) to deliver highway heavy construction occupational training(s) for a cohort of students annually.
8. Provide case management services for program participants from the start to finish of training and for up to 24 months after training, provided that there will not be any obligation to provide these services beyond the expiration date of this Contract.
9. Provide support services funds to program participants to alleviate barriers confronted during training and in employment.
10. Provide employment placement once graduates completed training.
11. Provide progress reports by accurately completing all necessary forms on a quarterly basis and upon program completion.
12. Submit program invoice with back up documentation monthly to MnDOT.

Tasks and Deliverables

- 1 **Task:** Provide technical support and training to other MnDOT On-the-Job Training Support Services (OJT/SS) Program grantees such as Community Based Organizations (CBOs), in order to carry out the objectives of the OJT SS.

Deliverables:

- 1.1 Share customized screening processes and tools and orientation contents/requirements with MnDOT OJT SS CBOs to build consistency for screening and orientating individuals for MnDOT OJT SS Training.
- 1.2 Train MnDOT OJT SS CBOs' staff on screening processes and tools and orientation contents/requirements.
- 1.3 Provide technical assistance as needed to MnDOT OJT SS CBOs' program staff.
- 1.4 Once recruited applicants have gone through screenings by CBOs' staff, DEED's staff will serve as a member of the review panel to review and approve candidates for admission to the training

- 2 Task:** Collaborate with other MnDOT OJT SS grantees and training institutions in order to carry out the objectives of the OJT SS.

Deliverables:

- 2.1 Work closely with MnDOT OJT SS current or future CBOs and training institutions.
- 2.2 Attend meetings and have regular communication with other MnDOT OJT SS grantees.
- 2.3 Participate in job fairs and other relevant events as needed. In addition, when DEED holds job fairs/workforce events, to include other MnDOT OJT SS grantees and training institutions in the event.

- 3 Task:** Develop marketing and recruitment strategies that attract women, minorities, and individuals from emerging communities to the highway heavy construction occupational industry.

Deliverables:

- 3.1 Develop communications about highway heavy construction occupational industry specific to women, minorities, and individuals from emerging communities.
- 3.2 Develop marketing strategies to recruit women, minorities, and individuals from emerging communities.
- 3.3 Share communications and marketing plan including strategies to reach each target group with MnDOT Project Manager (PM) by April 15, 2020. Example: community media, community partners, places of worship, social media, and collateral materials. All marketing materials need to be approved by MnDOT PM.
- 3.4 Conduct outreach (in-person, via social media, social media, internet, email, and other outreach methods) to the target communities. Provide updates to MnDOT PM on the status of recruitment as needed to keep MnDOT PM abreast of progress.

- 4 Task:** Recruit and screen targeted population to ensure applicants have the interest, necessary foundation skills, and meet entrance criteria needed to be successful in the highway heavy construction occupational training before enrollment.

Deliverables:

- 4.1 Recruit up to 90 applicants who are women, minorities, and individuals from emerging communities.
- 4.2 Conduct screening of all recruited applicants in accordance to the agreeable criteria between MnDOT and DEED based on industry standards. The following list is a minimum requirements:
 - 4.2.1 Applicant must be a minimum of 18 years of age.
 - 4.2.2 Applicant must have a valid driver's license, or ability to obtain one prior to enrollment.
 - 4.2.3 Performing an in-depth assessment through interviews and questionnaires to select candidates with the highest potential for completion of the program, employment and/or retention in the trade.
 - 4.2.4 Applicant must meet basic minimum industry requirements for employment such as math competency and reading for information.
 - 4.2.5 Applicant must be able to complete all application forms and provide evidence of legal employment status in the United States.
- 4.3 Applicant must possess a high school diploma or GED certificate.
- 4.4 Applicant must either possess appropriate NCRC test results acquired within the last 60 months or successfully complete the DEED-designed Training Aptitude Assessment (TAA) and achieve appropriate TAA test results.
- 4.5 As a result of screening, a total of 54 applicants will be enrolled into the program.
- 4.6 Maintain a case file for individual participants containing screening documentation, selection criteria, case notes, and all other pertinent information.

- 5 Task:** Provide highway heavy construction orientation for program enrollees and their support system to ensure they understand the industry expectations, work conditions, and seasonal nature.

Deliverables:

- 5.1 Conduct highway heavy construction orientation(s) for enrollees and their support system. DEED will ensure that parents, spouses, significant others, mentors or other identified support for candidates are invited to the orientation session so that they can become familiar with the requirements and demands of the program and industry.
- 5.1 Recruit employers in the highway heavy construction industry and minorities and women who work in the industry to speak at the orientation.
- 5.2 After orientation, meet with enrollees to affirm their commitment to the training.
- 5.3 Provide list of individuals who are being referred to training to MnDOT PM.

6 Task: Provide job success skills training to help enrollees adapt to workplace culture.

Deliverables:

- 6.1 Job success skills class must include speakers who are highway heavy occupational construction employers and individuals who are employed in the highway heavy occupational industry.
- 6.2 Topics must include but are not limited to communication skills, team work, adaptability, problem solving, nutrition, highway heavy work environment, industry standards and conditions, and financial literacy.
- 6.3 Share class syllabus with MnDOT PM for approval by April 30, 2020.

7 Task: Contract with training vendor(s) to deliver highway heavy construction occupational training(s) for a cohort of students annually.

Deliverables:

- 7.1 Highway heavy occupational training shall include but not limited to the following topics:
 - 7.1.1 Industry related mathematics – measurements, distance, area, volume;
 - 7.1.2 Industry terminologies;
 - 7.1.3 Safety training including OSHA-30 Certification;
 - 7.1.3.1 Subset safety training for Heavy Equipment Operator Occupational Overviews to include and substitute OSHA-10 for OSHA-30;
 - 7.1.4 First Aid CPR/AED
 - 7.1.5 Basic hand and power tool use;
 - 7.1.6 Identification of proprietary highway construction equipment and practices;
 - 7.1.7 Overview of Temporary traffic control;
 - 7.1.8 Nutritional and physical preparedness/wellness and conditioning;
 - 7.1.9 Budgeting and unemployment insurance information;
 - 7.1.10 Basic Occupational Overviews/Training for participants interested in pursuing labor-focused occupations to provide general background and hands-on skills in cement work, form work, asphalt work and carpentry work;
 - 7.1.11 Basic Occupational Overviews/Training for participants interested in pursuing equipment operator-focused occupations to provide general background and hands-on skills in mobile equipment operations;
 - 7.1.12 Basic Occupational Overviews/Training for participants interested in pursuing carpentry-focused occupations to provide general background and hands-on skills in rough-in carpentry;
 - 7.1.13 Orientation to highway construction occupational industry norms and culture via union and employer representatives;
 - 7.1.14 Industry specific job search techniques and resources, interviewing skills and job retention.
- 7.2 Training to include occupational construction lectures, videos, extensive hands-on equipment use lessons, subject presentation, and knowledge/skills training to facilitate program graduates effectiveness and safety function a highway heavy construction occupational environment.
- 7.3 Construction Occupational Overview(s)/Training(s) shall be 4-6 weeks long and 8-10 hour-long days.
- 7.4 Construction Occupational Overview(s)/Training(s) shall be completed by summer of 2020.

- 8 Task:** Provide case management services for program participants from the start to finish of training and for up to 24 months after training, provided that there will not be any obligation to provide these services beyond the expiration date of this Contract.

Deliverables:

- 8.1 Provide assessment for each candidate recruited for training. The assessment will include potential employment and training concerns, emergency/transitional support before, during and after the training phase.
- 8.2 Assist 100% of the participants to resolve issues encountered during training and provide necessary assistance that ensures participants' retention in the program through graduation.
- 8.3 Provide post-graduation emergency/transitional financial support for up to 12 months following graduation and follow-up support to all graduates of present training program; including on-going counseling, advocacy, job placement, and case management for up to 24 months, provided that there will not be any obligation to provide the services referenced in this clause beyond the expiration date of this Contract.
- 8.4 Provide follow-up with employed trainees, employers and Trades representatives (if there is one) at 7-10 days of placement and continue at regular intervals. The purpose of the follow-up is to gauge the progress of the trainee and to identify any existing or potential issues.
- 8.5 For trainee(s) who have been let go from his/her job, DEED will follow-up with the employer and a trade union representative (if there is one) to learn how well the trainee did on the job and to receive feedback on areas that trainees need to work on so that DEED can work with the trainee(s) for a future job.
- 8.6 Address the factors that present barriers to retention of employment for all graduates.
- 8.7 Document all services provided including case notes, dates, locations, how trainee was contacted, name of contractor and other relevant matters for each program participant. The documentation will be used to verify that case management and support services were provided to trainees and will be required to provide a "lesson learned" document to MnDOT PM at the end of the program year.

- 9 Task:** Provide limited support services funds to program participants (not to exceed budgeted amount) to alleviate barriers confronted during training and in employment. These funds are used to address temporary/limited transitional impairments to employment and/or retention of trainees employed on the project.

Deliverables:

- 9.1 Establish a policy and procedure for how support services funds will be dispensed in a normal circumstance and in an emergency circumstance. Share the policy with MnDOT project manager by April 30, 2020.
- 9.2 Administer the support service funds to address employment/retention issues such as, tools, PPE/safety equipment, gas cards/vouchers, work clothing, boots, daycare and other needs.
- 9.3 Ensure that participants receive support services funds in a timely manner for training and for work.
- 9.4 Maintain complete and accurate documentation including receipts, specific use of the funds, name of participant receiving funds, and other necessary documents and submit with invoices to MnDOT PM.

- 10 Task:** Provide employment placement once graduates completed training.

Deliverables:

- 10.1 Engage employers during orientation of prospective recruits.
- 10.2 Provide opportunities for trainees to meet with potential employers during training phases.
- 10.3 Provide mock interview sessions for trainees with potential employers.
- 10.4 Organize at least one metro-wide recruiting fair. DEED will recruit MnDOT contractors and union representatives to participate in the fair.

- 10.5 Send job postings to graduates via social media.
- 10.6 At a minimum, 50% of the final graduates will be placed in employment.
 - 10.6.1 Proof of employment includes a MnDOT/DEED originated verification letter completed and signed by the MnDOT project affiliated employer's authorized representative.
- 10.7 Report placement and placement hours to MnDOT PM quarterly.

11 **Task:** Provide progress reports by completing accurately all necessary forms on a quarterly basis and upon program completion.

Deliverables:

- 11.1 Provide enrollment information including participants' name, address, phone number and email. (format will be provided by MnDOT PM)
- 11.2 Provide quarterly progress reports including breakdown of number of applicants screened and turned down, ethnicity, number placed, and place of employment, wages received, hours spent on placing applicants and activities identified. (format will be provided by MnDOT PM)
- 11.3 Provide a final program report including a summary of project activities, outcomes, best practices and lessons learned. (format will be provided by MnDOT PM)

12 **Task:** Submit program invoice with back up documentation monthly to MnDOT PM.

Deliverables:

- 12.1 Electronically submit a monthly program invoice to OCRGrantInvoices.DOT@state.mn.us by the 21st day of the following month or as soon as practical thereafter (e.g. on occasion payroll will not post until the 21st so submission of an invoice may be delayed). For example: January invoice due on February 21st.
- 12.2 For each invoice submitted, DEED must provide back-up documentation for each line item(s) requesting payment.

Exhibit B: Program Budget

Salary/Fringe/Indirect/Non-Pers	\$ 116,872.00
Marketing/Job Fair	3,000.00
Travel, Mileage & Lodging	6,000.00
NCRC/Aptitude Test	2,000.00
Program Supplies	2,000.00
Enrollment & Program Orientation	4,000.00
Participant Support	20,000.00
Heavy Equip. Operations Training (Class/Equip. Instruction & Rental, PPE, Diesel, Material)	195,000.00
Room/Meals/Transportation (Equip. Operations)	<u>45,980.00</u>
(5 out-state lodging \$87.20 rm nights; 3 meals 14 participants @ \$47; van/coach Transportation \$1,040 daily, 4-week training Monday-Thursday)	\$394,852.00

Program Budget Item Details*Salary, Fringe, Indirect, Non Pers Cost*

Project Coordinator – MAPE 12L – estimated 100% cost.

Fringe – this category indicates employee benefits and would include medical insurance, dental insurance, life insurance, long and short term disability etc. This reflects an averaging reflecting state-wide costs incurred with DEED’s rising expenses with employee health care benefit coverage and, for the positions, compares well to several individuals with DEED who are factored at more than 50%.

Indirect – DEED has a federally approved indirect rate of 16.91%. This includes statewide indirect and agency indirect which covers the expenses of the commissioner’s office, HR, AFS, some of the Communications and MN_IT costs.

Non Personal – Includes allocated charges such as rent, MFDs, phones, utilities, security. It also include direct charges to the project such as chair for the employee, cell phone, etc.

Marketing - the development, distribution and coordination of program marketing materials; program marketing/advertising via media (i.e. TV advertisement, radio advertisement, internet and brochures).

Job Fair - payment based on delivery of a job fair incorporating “prime” and “subcontractor” construction companies often associated with and integral to MnDOT highway/infrastructure construction projects. Submittal of a list of attendees, including potential employers, marketing materials used to promote the event, hosting and coordinating graduate-dedicated career job fair.

Travel, Mileage & Lodging - assigned to project-affiliated DEED staff/principals in the delivery to MnDOT-contracted partners and CBOs of program marketing, liaison development, partnering staff training and project development/monitoring methods, and off-site lodging expenses incurred and associated with the delivery of partnering agency staff facilitation, counsel, advisement and process improvement. DEED will be reimbursed at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Records.

National Career Readiness Certification (NCRC)/Aptitude Test or DEED designed Training Aptitude Assessment – costs incurred for achieving ACT standards-based and quantifiable candidate occupational/training aptitude assessments used for screening applicants.

Program Supplies – assigned to project-affiliated office supplies.

Enrollment and Program Orientation – program participant overviews and formal introductions to highway construction

industry culture. Facility rental, A/V equipment rental, chairs, tables, refreshments and snacks.

Participant Support - provide limited transitional support services funds to program participants, transportation, room and/or board (not to exceed budgeted amount).

Highway Heavy Occupational Training - contracted services with instructors that will provide program training (Job Skill Success and Hands-on Technical).

Exhibit C: Budget Line Item Adjustment Request

Grantee: DEED

MnDOT Contract No. 1036418

Contract Expiration Date: March 31, 2021

Date of Budget Line Item Adjustment Request: _____

Line Item Description (You must enter at least 2 lines below to indicate which line item(s) you are requesting be increased and which line item(s) you are decreasing)	Original Budget Amount	Requested Budget Change	Amended Budget Amount

NET CHANGE TO BUDGET LINE ITEM ADJUSTMENTS MUST EQUAL ZERO

Justification for Adjustment:

Adjustment Requested by (DEED): _____

MnDOT Project Manager Approval: _____

Exhibit D: Invoice

INVOICE NO. _____

Final Invoice? Yes No

Invoice Instructions:

DEED must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to OCRGrantInvoices.DOT@state.mn.us

MnDOT Contract No. 1036418

MnDOT PO Number: **TBD**

Billing Period: From _____ to _____

Contract Expiration Date: March 31, 2021

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
Salary/Fringe/Agency & Statewide Indirect	\$116,872.00			
Marketing/Job Fair	\$3,000.00			
Travel, Mileage & Lodging	\$6,000.00			
NCRC/Aptitude Test	\$2,000.00			
Program Supplies	\$2,000.00			
Enrollment & Program Orientation	\$4,000.00			
Participant Support	\$20,000.00			
Highway Heavy Equip Operations Training	\$195,000.00			
Room/Meals/Transportation	\$45,980.00			
Total Project Costs:	\$394,852.00			
Total Amount Due This Invoice:				

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Grantee: Minnesota Department of Employment and Economic Development

Signature: _____

Print Name: _____

Title: _____



MAD Project Number: 2020-151
INTERAGENCY AGREEMENT
for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Department of Transportation – Office of Transit and Active Transportation (OTAT)
MAD Contact: Abra Pollock

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: \$28,140.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
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 Department of Transportation – Office of Transit and Active Transportation (OTAT) (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide the services and/or perform the tasks outlined in the attached project proposal, which is incorporated and made part of this agreement.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.
Management Analysis and Development: Abra Pollock Requesting Agency: Hannah Pritchard

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 201 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 \$28,140.00

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective March 30, 2020, 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 August 31, 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 representative for the purposes of this agreement is Melissa Brand. 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. DIVISION
By:	By: <i>Renda E Rappa</i>
Title:	Title: <i>Business Manager</i>
Date:	Date: <i>March 2, 2020</i>
3. Encumbrance Verification	4. MnDOT Contract Management
By:	By:
Title:	Title:
Date:	Date:

Proposal

Minnesota Department of Transportation—Pedestrian Law
Task Force Facilitation
February 28, 2020

Proposal prepared by:

Abra Pollock

651-259-3814

Abra.Pollock@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 35 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

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Minnesota Department of Transportation (MnDOT)'s Office of Transit and Active Transportation (OTAT) is launching a process to review and revise the state's pedestrian statutes in preparation for the 2022 legislative session. MnDOT is interested in convening an advisory task force to review these statutes and recommend options to update state pedestrian laws no later than August 2021. The task force, which will have approximately 20 members, will be composed of MnDOT staff as well as stakeholders and subject-matter experts. OTAT contacted Management Analysis & Development (MAD) of Minnesota Management & Budget (MMB) to facilitate the task force and write a report on task force deliberations and recommendations.

Products

MAD would design, facilitate, and document a series of up to five meetings, at which the task force members would review pertinent data and develop recommendations on updates to the pedestrian statutes. If needed, MAD would facilitate a sub-committee of the task force to draft the statute revisions and present them back to the full task force for review and approval. MAD would also:

- Prepare resources so that OTAT may serve as the primary point of contact for task force members (e.g. agendas and meeting invitations)
- Identify information to be provided to the task force in advance of meetings (such as reference materials for OTAT to distribute)
- Provide support to ensure task force logistics are managed (identifying location requirements, developing meeting materials, bringing meeting supplies, etc.)

MAD would produce an initial project plan of key project dates, recognizing that progress could depend upon task force members' availability and the decision of whether sub-committee meetings are needed. The project plan will also provide an overview of task force phases and milestones, such as a) organizing the task force, b) building common knowledge (including a refresher on how laws are made in Minnesota), c) identifying potential options for revising the statutes (by topic area), d) sub-committee breakout work, and e) selecting the best options and developing recommendations.

MAD would take notes during all task force and sub-committee meetings and prepare meeting summaries to be distributed to the public. Lastly, MAD would document the task force's activities and recommendations in a report to MnDOT.

Activities, Timeline, and Project Costs

The overall timeline for the project would be March 30, 2020 (or when the interagency agreement is signed) through August 31, 2021. If the interagency agreement is not signed by April 30, 2020, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
<i>Project planning:</i> Hold kickoff meeting with OTAT client, review any pedestrian statutes as relevant background materials, and prepare a draft project plan with dates and milestones for client review. Revise project plan based on client feedback.	20
<i>Meeting preparation and facilitation:</i> In consultation with the task force chair and the OTAT client, design, facilitate, and document up to five meetings (of two-to-three hours each) of the task force to develop recommendations on revisions to the statute. Prepare meeting resources. Provide limited support for meeting scheduling and logistics, such as booking MnDOT meeting rooms or drafting email invitations for the OTAT client to circulate to task force members. Includes preparing for hybrid meeting facilitation (both virtual and in-person) to involve members who are participating remotely.	85
<i>Sub-committee meetings:</i> In consultation with the chair and OTAT client, design, facilitate, and assist in the documentation of up to three, hour-long meetings of a sub-committee to develop and draft proposed revisions to the statutes. Provide limited support for sub-committee meeting scheduling and logistics, as described above. Includes preparing for hybrid meeting facilitation.	20
<i>Report:</i> Develop a report for MnDOT documenting the activities and recommendations of the task force, including marked-up legislation. Revise report based on client feedback and submit final version.	45
Subtotal	170
Project management, including client communication (18%)	31
Estimated expenses: Travel with lodging, mileage and rental car costs	0
Total hours	201
Total costs: (201 hours times \$140)	\$ 28,140

Documentation

MAD would provide the draft report copy and the final document in Adobe Acrobat (PDF) format.

Clients and Consultants

The primary client contact would be Hannah Pritchard. The MAD project lead would be Abra Pollock; other MAD consultants would also provide services to the client.

Client Responsibilities

MnDOT would:

- Identify task force members, initiate communication, and carry out ongoing communication with them, such as sending out meeting invitations. Includes checking members' availability to schedule meetings.
- Serve as (or provide) subject-matter experts as needed for the task force.

- Communicate with the public as needed (such as by posting task force meeting announcements, publishing task force information online, or distributing information via email).
- Revise or develop legislative language based on task force recommendations.
- In coordination with the task force chair, represent the results and recommendations of the task force to the legislature and the media.

MAD would assist with meeting logistics as described under Products, but the client would ultimately be responsible for meeting logistics and any arrangements or payments for refreshments.

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.

Billing and Cost Calculations

MAD bills at the MMB-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.



Fleet Management

INTERAGENCY EQUIPMENT AGREEMENT

The Department of Natural Resources agrees to loan the following equipment to:

BORROWER AND EQUIPMENT INFORMATION

AGENCY:MNDOT ADDRESS: 7694 Industrial Park Rd. , Baxter, MN 56425 – Phone number: 218-828-5705

Table with columns: Asset #, Description, Vehicle ID/Serial#, Pool Hrly Rate, DNR Pickup loc, Delivery Location. Row 1: 1478923, 2009 Caterpillar D4K, CAT00D4KTRRR00339, \$47.76, Brainerd Forestry, Brainerd Area DNR office 1601 Minnesota Drive Brainerd, MN 56401

LOAN PERIOD AND RATES:

Loan Period: From: 3/30/20 To: 4/30/2020 with the option to extend agreement, this will be used as needed and must first be approved by the DNR, before pickup occurs.

These units must be returned to the DNR delivery location identified above no later than the last day of this agreement, unless a written exemption is granted by Regional Fleet Supervisor Dennis Kitzberger.

Rates will be billed per hour of use as indicated above and invoiced monthly consistent with the monthly usage reports (MUR).

Pickup and Delivery

Arrangements to pick up and return the equip are to be made with: Name: Curt Westerman Title: Area Forestry Supervisor email: curt.westerman@state.mn.us Phone # (218) 947-3232

BILLING INFORMATION

Borrowing agency will mail the Monthly Unit Report to the person indicated below, no later than the 7th of each month.

Name: Lisa Leskey, 21371 St Hwy 15, New Ulm, MN 56073 email: lisa.leskey@state.mn.us Phone #: 507-233-1245

ASSIGNED FINDEPT ID (to be filled in on Monthly Use Report): G402

INVOICING INFORMATION

DNR Fleet invoices will be sent monthly to: Name: Jamie Hukriede Agency: MNDOT Location: Baxter

Routine Maintenance, Repairs, Accidents:

Routine daily maintenance, repairs including oil, grease, etc. will be completed by the borrower at borrower's expense and consistent with manufacturer's servicing schedule. For repairs, accidents and damage, contact:

Dennis Kitzberger PHONE NUMBER: 507-233-1246 dennis.kitzberger@state.mn.us

Repair costs due to neglect or abuse during the loan period will be the responsibility of the borrowing agency. It is understood that MN/DOT is leasing this equipment to be used for pushing or moving snow only. This machine is not to be used for any type of sand or salt loading, stockpiling operations, etc. Additionally, to ensure manufacturer's warranty, only OEM filters and fluids are to be used. The borrower is responsible to inspect the tracks every 4 hours when operating in snow, and ensure that adjustments are made to the correct specifications, per the operator's manual.

Machines must be cleaned before returning to DNR; including inside of the cab, tracks, and any compartments where salt, corrosives, or invasive species may be present. Machines returned dirty, will be professionally cleaned and costs will be billed to borrower.

A Voyager card is provided for use at retail stations and such fuel will be paid for by DNR (included in the rate above). Fuel cost from bulk tanks will be the responsibility of the borrower.

Termination:

Either party may terminate this agreement at any time, with or without cause, upon 30 days written notice to the other party. This can also be terminated if this unit is needed by the DNR to fight a forest fire.

Amendments:

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

STATE ENCUMBRANCE VERIFICATION: Individual certifies that funds have been encumbered as required by Minn. Stat. " 16A.15 & 16C.05.

Signed: PO Encumbered Date:03/28/2020 PO #3000528128

Department of Natural Resources

Department of Transportation

By: (With delegated authority)

By: (With delegated authority)

Title: Administrator Date: 2.27.2026

Title: Date:



State of Minnesota Interagency Agreement

State Project Number (S.P.): 8816-2038
Trunk Highway Number (T.H.): I-35E, I-35W, I-394
Project Identification: **MnPASS Enforcement Team**

This Agreement is between the Minnesota Department of Transportation (“MnDOT”) and the Minnesota Department of Public Safety, acting through the Minnesota State Patrol (“MSP”).

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2020, or the date signed by all necessary State officials as required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** This Agreement will expire five years from the date it is effective.
- 1.3 **Exhibits.** Exhibits A through E are attached and incorporated into this Agreement.

2 Scope of Work

- 2.1 MSP will provide the MnPASS Enforcement Team (“MnPASS Troopers”) for personnel, enforcement services and other obligations under this Agreement as identified in Exhibit A.
- 2.2 MnDOT will provide the services and other obligations identified in Exhibit C and compensate MSP as identified in Exhibit D.

3 Consideration and Payment

- 3.1 MnDOT will compensate MSP for personnel, enforcement services and other obligations corresponding to the Express lanes as identified in Exhibit A and Exhibit D. MnDOT’s payment obligations for costs identified in Exhibit D-Part 1 are subject to the parties executing corresponding Inter-Agency Request for State Employee Services Agreements, Exhibit E.
- 3.2 MSP will not invoice MnDOT for costs identified in Exhibit D-Part 1. Costs identified in Exhibit D-Part 1 are shown for informational and budgeting purposes only, and will be charged directly to MnDOT’s budget utilizing Exhibit E, the Inter-Agency Request for State Employee Services Agreement.
- 3.3 MSP will invoice MnDOT for expenses identified in Exhibit D-Part 2.
- 3.4 MnDOT and MSP agree that costs incurred under this Agreement must not exceed the amount of estimated costs identified in the budget categories found in Exhibit D. The MnDOT and MSP authorized representatives may agree in writing, without an amendment, to adjust the budget in order to avoid incurred costs exceeding the amount of estimated costs in one or more of the budget categories, if the budget adjustment does not increase MnDOT’s total obligation under this Agreement.
- 3.5 The total obligation of MnDOT for all compensation and reimbursements to MSP for invoices under this Agreement and as identified in Exhibit D shall not exceed Nine Million Three Hundred Fifty Thousand Nine Hundred Twenty Nine and 48/100 Dollars (\$9,350,929.48)

4 Conditions of Payment

- 4.1** All services provided by MSP under this Agreement must be performed to MnDOT's satisfaction as determined at the sole and reasonable discretion of MnDOT's Authorized Representative identified in Clause 5.1.
- 4.2** MSP will submit an invoice to MnDOT utilizing SWIFT and MnDOT will remit payment to MSP using SWIFT's bilateral netting process, such invoice to include all required supporting documentation. The invoice will not be considered "received" within the meaning of Minnesota Statutes § 16A.124 until the invoice and supporting documents are received by MnDOT's Metro District Accounts Payable office at MetroWEAccountsPayable.DOT@state.mn.us.
- 4.3** MnDOT will remit payment for undisputed charges to MSP within thirty (30) calendar days as required by Minnesota Statutes § 16A.124. If an invoice is incorrect or MnDOT disputes a charge, MnDOT will notify MSP in writing within ten (10) calendar days of discovering the error or questionable charge. MnDOT will remit payment to MSP within thirty (30) calendar days of receipt of a corrected invoice.

5 Authorized Representatives

- 5.1** MnDOT's Authorized Representative is the following person or his/her successor:

Name: Michael Friberg
Title: Consultant Coordinator Metro
Address: Minnesota Department of Transportation
1500 West County Road B-2, Roseville, MN 55113
Telephone: 651-234-7684
Email Address: Michael.friberg@state.mn.us

- 5.2** MnDOT's Project Manager is the following person or his/her successor:

Name: Kiet Ly
Title: Senior Engineer
Address: Minnesota Department of Transportation
1500 West County Road B-2, Roseville, MN 55113
Telephone: 651-234-7028
Email Address: Kiet.ly@state.mn.us

- 5.3** MSP's Authorized Representative is the following person or his successor:

Name: Lieutenant Paul Stricker
Address: Minnesota Department of Public Safety; Minnesota State Patrol
2005 North Lilac Drive
Golden Valley, MN 55422-4038
Telephone: 763.279.4565
Email Address: paul.stricker@state.mn.us

6 Amendments

- 6.1** Any amendment to this Agreement, including changes to any Exhibits, must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

7 Liability

- 7.1** Each party will be responsible for its own acts and behavior and the results thereof to the extent permitted by law.
- 7.2** Each party will be responsible for its own employees for any claims made under the Workers Compensation Act.

8 Termination

- 8.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 8.2** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the other party. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, MSP will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

9 Force Majeure

- 9.1** No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

By: _____

Date: _____

Purchase Order Number: _____

3. MINNESOTA DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**2. MINNESOTA DEPARTMENT OF PUBLIC SAFETY;
MINNESOTA STATE PATROL**

By: _____
DocuSigned by:
Matthew Langer
(with delegated authority)

Title: _____

Date: 5/18/2020

4. MnDOT CONTRACT MANAGEMENT

By: _____

Date: _____

EXHIBIT A

Minnesota State Patrol (“MSP”) Scope of Work

1. MSP will:

- Ensure a fully operational MnPASS Enforcement Team (“MnPASS Troopers”) comprised of the following:
 - FTE Minnesota State Patrol Troopers as specified in Exhibit D
 - One (1) FTE Minnesota State Patrol Station Sergeant
 - One (1) FTE Minnesota State Patrol Lieutenant
- Recruit, train, and equip future additional members for the enforcement team, as specified in Exhibit D, only when funding exists to operate an academy.
- Administer the selection and management of MnPASS Troopers, including backfilling any vacated position.
- Ensure all MnPASS Troopers work proactively in and around dedicated MnPASS Express lanes.
- Provide MnDOT a MnPASS Trooper assignment list, such list to be provided in advance.
- Provide MnDOT a revised MnPASS Trooper assignment list as soon as any changes are known to MSP.
- Review MnPASS enforcement activity to assure best practices, work effectiveness and work efficiency.
- Participate in public information and media efforts corresponding to MnPASS with MnDOT and DPS public information officers and enforcement coordinators as required, subject to approval of the DPS Communications Director or the Chief of the State Patrol.
- Ensure all MnPASS Troopers receive required annual training, including training required by the Minnesota POST Board, at the expense of the MSP.
- Provide MnPASS Troopers with standard MSP uniform and equipment issue as identified in Exhibit B, the MSP General Order Number 19-30-013, which is attached and incorporated into this Agreement.
- Provide MnDOT a copy of MSP General Order Number 19-30-013 anytime the General Order is amended.
- Respond to any MSP invoice inquiries or correct any MSP invoice errors identified by MnDOT within ten (10) calendar days of notification by MnDOT.
- Endeavor, but not guarantee, an average of no less than eighty percent (80%) minimum enforcement of the Express lanes.

2. Standard Assigned Days and Hours of MnPASS Troopers Enforcement

- **Assignment**
MnPASS Troopers will be assigned by MSP to work full time (40 hour week) enforcing the Express lanes. The MnPASS Troopers will work Monday through Friday and assigned to one of the following shifts:
Day Shift: 5:00 a.m. through 1:00 p.m.
Afternoon Shift: 1:00 p.m. through 9:00 p.m.
- **Enforcement Hours**
The MnPASS Troopers will provide enforcement of the designated Express lanes during the following hours of operation:

I-35E	6:00 a.m. through 10:00 a.m. and 3:00 p.m. through 7:00 p.m.
I-35W	6:00 a.m. through 10:00 a.m. and 3:00 p.m. through 7:00 p.m.
I-394	6:00 a.m. through 10:00 a.m. and 2:00 p.m. through 7:00 p.m.
- **State-Recognized Holidays**
MSP will not provide enforcement on state-recognized holidays without prior written agreement with MnDOT. If the parties agree to enforcement on holidays, email notification between the parties will be sufficient notice and an amendment to this Agreement will not be required.
- **Overtime**
MSP will not require available MnPASS Troopers to work overtime to cover vacant positions resulting from vacations, sick time, floating holidays, other contractually approved leave, and required training.

3. MSP MnPASS Obligations in Addition to Standard Express Lane Enforcement

The following MSP obligations in addition to standard Express lane enforcement include but are not limited to:

- Maintaining safe roadways in and around the MnPASS lanes
- Appearing at and testifying in court as required
- Maintaining MSP squad vehicles
- Completing MnPASS-related reports, activity logs, self-time entry, and statistical data as required
- Completing MnPASS-related administrative duties as required
- Setting up enforcement detail, saturations and events for successive and future shifts
- Providing enforcement saturations as coordinated between MnDOT and MSP
- Attending meetings and informational sessions about Express lanes and MnPASS enforcement
- Providing MnPASS training to other MSP Troopers and personnel as necessary

EXHIBIT B
Minnesota State Patrol General Order Number 19-30-013

GENERAL ORDER	
	Effective: October 11, 2019 Number: 19-30-013
	Subject: UNIFORM AND PERSONAL EQUIPMENT ISSUE & TURN IN – TROOPERS
	Reference: GO 30-003, 30-008, and 30-010
	Special Instructions: Rescinds GO 18-30-013 Distribution: <u>A,B,C</u>

I. POLICY

The policy of the Minnesota State Patrol is to maintain a high regard for the accountability of the uniforms and equipment utilized by State Patrol Troopers. This General Order establishes the procedure for the issuance, replacement, and turn-in of uniforms and other personal equipment for all members.

II. PROCEDURE FOR ORIGINAL ISSUES

- A. During State Patrol Trooper Candidate School, a representative will size each candidate and submit the size records to the Department of Public Safety (DPS) Warehouse.
- B. Each trooper candidate may be eligible to be issued the items listed in Addendum 1.

III. PROCEDURE FOR REPLACEMENT UNIFORM AND EQUIPMENT ORDERS

- A. Troopers will be allowed replacement items per the schedule below, to be provided as necessary in the month corresponding with the last digit of their badge number as shown below. Replacement of items outside of this sequence must be justified on the requisition form.

Last Digit	Month								
0	March	2	May	4	July	6	Sept	8	Nov
1	April	3	June	5	Aug	7	Oct	9	Dec

- 1. Annually:
 - 2 Shirts (any combination, short or long sleeve)
 - 2 Trousers
 - 1 Mock Turtleneck
 - 1 Trooper Hat, Straw
 - 1 Necktie
 - 2. Every two years:
 - 1 Trooper Hat, Felt
 - 3. Every three years:
 - 1 Maroon All-Season Jacket w/Liner
 - 1 Maroon All-Season Pant w/Liner
 - 1 Maroon Severe Weather Hat
- B. District/Section Commanders or their designee are to order the items described in this General Order and Addendum by submitting requisitions (include the stock numbers and description for each item) directly to the DPS Warehouse by e-mail. All personnel are to be responsible for current uniform sizes and street addresses for delivery (P.O. Boxes are not sufficient information for use by delivery services).
 - C. Upon receipt of uniform items, the member shall ensure that all items fit properly and are free from any manufacturer's defects. Members must return any unsatisfactory items within 14 days of receipt for replacement. The packing slip must be attached to any returned items. Specify if a new size is needed.

- D. Whenever an item appears defective because of improper manufacture or faulty materials, it shall be returned (with original tags if applicable) to the DPS Warehouse, along with a request for replacement and a description of the problem.
- E. Stolen, lost, damaged or worn out equipment will be replaced by requisition and a brief memo to the appropriate District/Section Commander, explaining the circumstances of the replacement. See General Order 30-003 (Equipment, Use and Care) for information regarding reporting requirements.

IV. PROCEDURE FOR TURN-IN OF EQUIPMENT AND UNIFORM PARTS

- A. On or before the last day of employment, all members shall turn-in to their District/Section Commander all issued equipment (new and used) listed on Addendum 1 of this General Order.
- B. The District/Section Commander (or designee) shall deliver all uniforms and equipment listed on the turn-in sheet addendums as directed below. All items shall be returned from the district to the DPS Warehouse within one month of the last day of employment. A copy of the completed turn-in sheets shall be included with all uniforms and equipment returned to the DPS Warehouse.
 - Addendum 1 (Personal Uniform and Equipment Turn-In)
 - Addendum 2 (Electronic Equipment Turn-In)
 - Addendum 3 (Firearms Related Equipment Turn-In) All firearms are to be turned in unloaded and in safe condition.
- C. The District/Section Commander will verify all squad equipment on Addendum 4 has been accounted for and turned in at the District Office. A copy of the completed turn-in sheet (Addendum 4) must be returned to the Fleet/Asset Lt. within one week of turn in. No parts or equipment will be traded or swapped without prior approval from HQ Fleet Section.
- D. Specialty Unit Commanders such as SRT, MRT, K-9, Recon, DRE, NAST (4700), VCU, Flight, and Honor Guard are responsible for insuring the collection of all issued equipment to members previously performing these duties.

V. PROCEDURE FOR REPLACEMENT OF EQUIPMENT

Any items that are not turned in within 30 days of the last day of employment will be charged to the appropriate district. The DPS Warehouse shall maintain an up-to-date record of the issue, receipt and correct size of each item of uniform and equipment for each member. The DPS Warehouse shall also determine that each individual orders and/or receives only the items eligible for issue as outlined in Addendum 1 of this General Order.

<p>Approved:</p> <p style="text-align: center;">SIGNED 10/11/2019</p> <hr style="width: 80%; margin: auto;"/> <p style="text-align: center;">Colonel Matthew Langer, Chief Minnesota State Patrol</p>
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MINNESOTA STATE PATROL

Addendum 1

Number: 19-30-013

PERSONAL UNIFORM AND EQUIPMENT TURN-IN****Unless otherwise indicated, all items issued, both new and used, must be returned to the DPS warehouse******UNIFORM ITEMS AND PATROL UNIT EQUIPMENT**

Item	Stock #	Quantity Eligible	Quantity Returned	Explanation
ACCIDENT INVESTIGATION & DAILY USE				
Accident Template	03-5005	1		
Form Holder (Aluminum)	03-8075	1		
Measuring Tape 25 Foot	03-5087	1		
Measuring Tape 100 Foot	03-5089	1		
Measuring Wheel (Roll-a-Tape)	03-5090	1		
Spray Paint Wand	03-5099	1		
Ticket Book Holder (Aluminum/Small)	03-8076	1		
Ticket Book Holder (Aluminum/Large, Henn. Co style)	03-8077	1		
Forms -1801/1821		Varies		Retain at District
AUTOMOTIVE TRUNK EQUIPMENT				
Barcode Scanner	01-1020	1		
Code Reader	01-1010	1		
Duty Bag (Cold Weather)	03-8050	1		
Extension Cord 50 Foot	01-4022	1		
Fire Extinguisher	01-4024	1		
Gauge – Tire Pressure	01-4029	1		
Gauge – Tire Depth	01-4030	1		
Jumper Cable	01-4032	1		
Jump Pack	01-4037	1		
- Charger	01-4036	1		
Shovel	01-4051	1		
Wheel Chock	01-4055	1		
Wheel Wrench 4-Ways	01-4056	1		
Wrecking Bar	01-4058	1		
BRASS + BADGES / MISC. UNIFORM ACCESSORIES/ ID				
Breast Badge		2		
Badge Rank _____	09-	2		

Hat Badge	09-4047	1		
Buckle	09-4048	1		
Collar Brass				
- MSP	09-1001	2		
- Rank (Sm) _____	09-	2		
- Rank (Lg) _____	09-	2		
Name Plate	N/A	2		
Pin Saver	09-4070	1		
Simichrome Polish	09-4073	1		
Tie Tack MSP	09-4049	1		
Whistle w/ Chain & Ring	09-4044	1		
Phone Card		1		
I.D. Card		1		
District Access Card		1		
CAMERAS, RADIOS, FLASHLIGHTS & ACCESSORIES				
Camera Asset # _____	03-2020/1	1		
- Bag	03-2068	1		
- Charger	03-3023	1		
- SD Card	03-2055	1		
- Batteries	03-2022	1		
		1		
Flashlight Pelican 8060	03-1062	1		
- Charger Base	03-1063	1		
- Charger Cord	03-1067	1		
- Battery	03-1058	1		
- Wand	03-1064	1		
		1		
Portable Radio APX6000	N/A	1		Retain at District
Portable Radio Charger	N/A	1		Retain at District
FIRST AID				
FIRST Aid Bag (Complete)	02-031	1		
AED (Automatic External Defibrillator)	02-039	1		
- Pads	02-040	2		
- Battery	02-038	1		
Tourniquet (CAT)	02-027	1		
Personal flotation device	02-	1		
Tourniquet holder		1		
Naloxone		2		
Naloxone carrying case		1		
RIOT/TACTICAL/TESTING EQUIPMENT & ACCESSORIES				
Alco-Sensor/PBT with Case	05-011	1		

Leather Items				
- Gun Belt	13 -	1		
- Ammo	13-002	1		
- ASP	13-003	1		
- Flashlight	13-104	1		
- Handcuff	13-006	1		
- Mace	13-011	1		
- MIC	13-102	1		
- Phone	13-105	1		
- Radio	13-013	1		
- Glove Pouch	02-022	1		
- Trio Cell Phone Holder	13-103	1		
Holster				
- Glock (Left Hand)	13-081	1		
- Glock (Right Hand)	13-082	1		
- Tazer (Left Hand)	13-085	1		
- Tazer (Right Hand)	13-084	1		
Keepers (Belt)	13-004	4		
Sliding "D" Rings	13-012	2		
Strap Handcuff	13-008	1		
Sam Brown Belt Lower Strap	13-	1		
Sam Brown Belt Upper Strap	13-	1		
Neckties	09-	2		
Pants – Cold Weather	14-	2		
Parka (if issued)		1		
Rain Jacket	14-	1		
Shirt (Short Sleeve)	16-	Varies		
Shirt (Long Sleeve)	16-	Varies		
Trousers	17-	Varies		
Turtlenecks	15-	2		
Honor Guard				
- Hat Carrier				
- Hat Strap				
- Garment				

Employee: _____ I.D.# _____ Date: _____
Signature

Supervisor: _____ Date: _____
Signature

Received By: _____ Date: _____
Signature of Warehouse Personnel

MINNESOTA STATE PATROL	
Addendum 3	Number: 19-30-013
FIREARMS RELATED EQUIPMENT TURN-IN	

FOLLOWING ITEMS TO BE TURNED IN AT DPS WAREHOUSE:

Handgun (Glock 17 or 19)	N/A	1		Serial Number: Make & Model: *Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district.
	-Magazines	N/A	3	
	-Ammunition	N/A	Varies	
	-Carrying Case	N/A	1	
Handgun (Glock 26)	N/A	1		Serial Number: Make & Model: *Attach signed buy back form if firearm was purchased pursuant to General Order 30-007. Retain ammunition at district.
	-Magazines	N/A	2	
	-Ammunition	N/A	Varies	
	-Carrying Case	N/A	1	
Rifle	N/A	1		Serial Number: Make & Model: *Retain ammunition at district.
	-Magazines	N/A	2	
	-Ammunition	N/A	Varies	
Taser	N/A	1		Serial Number: Make & Model:
	-Download Kit	N/A		
	-Holster	13-__		

Employee: _____ I.D.# _____ Date: _____

Signature

_____ Date: _____

Printed Name

Supervisor: _____

Signature

Received By: _____ Date: _____

Signature of Warehouse
Personnel

Received By: _____ Date: _____

Weapons Coordinator

MINNESOTA STATE PATROL	
Addendum 4	Number: 19-30-013
PATROL UNIT AND RELATED EQUIPMENT TURN-IN	

FOLLOWING ITEMS TO BE TURNED IN AT DISTRICT OFFICE:

ITEM:	Stock #	Asset #	Serial #	Comments:
Squad Unit #: _____ • W/2 Keys	N/A		N/A	
Video System • WatchGuard & Body Mic.	01-2025			
	N/A			
800 MHz Radio (non-encrypted)	01-2200			
800 MHz Radio (encrypted)	01-2210			
Radar Unit • Stalker	01-2085			
	N/A			
Spare Tire		N/A	N/A	
Fire Extinguisher	01-4024		N/A	
Voyager Fuel Card	N/A	N/A	N/A	
Stop Sticks	01-4076	N/A	N/A	
Roof Mounted Rot o-Beam (Class B/C/D squads)	01-2036		N/A	
D/L Card Reader	N/A		N/A	

Employee: _____ I.D.# _____ Date: _____
Signature

Supervisor: _____ Date: _____
Signature

Other Items Not Included Above

Item	Stock #	Quantity Eligible	Quantity Returned	Comments:

Employee: _____ I.D.# _____ Date: _____
Signature

Supervisor: _____ Date: _____
Signature

Received By: _____ Date: _____
Signature of Warehouse Personnel

EXHIBIT C
Minnesota Department of Transportation (“MnDOT”) Scope of Work

1. MnDOT will:

- Reimburse MSP for the hiring and academy training expenses directly corresponding to a MnPASS Trooper including the following:
 - Hiring selection process including testing costs, medical evaluations, etc.
 - Compensation package (salary and benefits) during the MnPASS Trooper’s attendance at the academy, subject to the parties executing corresponding Inter-Agency Request for State Employee Services Agreements, Exhibit E.
 - Educational, housing, meals and other subsistence expenses during the MnPASS Trooper’s attendance at the academy.
- In the event that academy attrition results in fewer graduates than patrol station vacancies, work with MSP to determine a mutually acceptable solution. In the event that additional members cannot be added to the MnPass enforcement team, MSP will reimburse MnDOT for any expenses paid to MSP for that academy.
- Subject to the parties executing corresponding Inter-Agency Request for State Employee Services Agreements, Exhibit E, pay FTE compensation (salary and benefits) of the MnPASS Troopers including, as required, overtime pay, vacation benefits, sick pay, holiday pay, paid parental leave, floating holiday pay and other contractually approved paid leave.
 - Lieutenant on-call pay (one day per week).
 - Any overtime expenses incurred by MnPASS Troopers including but not limited to court appearances and shift extensions on an as-needed basis.
 - MnPASS Troopers’ freeway pay.
 - MnDOT will not be responsible for severance pay of any MnPASS Trooper.
- Pay for MnPASS Troopers’ air cards and monthly “Smart Phone” services.
- Reimburse MSP for uniform and equipment issue items acquired by a MnPASS Trooper as identified in Exhibit B, MSP General Order Number 19-30-013.
- Purchase, during each State fiscal year and consistent with MSP’s fleet rotation policy, replacement vehicles for exclusive use by MnPASS Troopers. Purchase of the vehicles will be made following MnDOT’s consultation with the MSP Authorized Representative and the MSP Fleet Manager.
 - Recover from MSP 100% of the sale price of any MnPASS Trooper vehicle replaced due to MSP’s fleet rotation policy.
 - Pay for all operation and maintenance expenses incurred to maintain MnPASS Troopers’ vehicles to MSP fleet standards and damaged equipment not covered by an insurance claim reimbursement, all of which is covered under the “Squad Maintenance” category of Exhibit D.

EXHIBIT D
MnPASS Budget

MnDOT Contract No. 1044198

MnPASS Interagency Agreement with Minnesota State Patrol

Part 1

Covered Under the Interagency Service request Form. These charges will come directly out of MnDOT's budget through payroll transactions.

	FY21	FY22	FY23	FY24	FY25	Notes
Academy Wages, Benefits and Comp Time Troopers Upon Graduation [May-August]	\$0.00	\$69,074.67	\$0.00	\$0.00	\$0.00	Academy Training Payroll, [January-May 2022] based on 24 Cadets May-August 2022
FY Enforcement [Jul-Jun] with 3% SS, 3% Recon & 2.6% FWY 8% FTO Pay	\$1,067,121.19	\$1,118,284.85	\$1,331,291.49	\$1,397,856.06	\$1,467,748.86	7 FTE Trps, 1FTE Lt. FY21-FY22, 9 + 1 FY23-FY25 8% pay increase for FTO instructor during FTO
Overtime Expenses	\$43,669.74	\$45,853.23	\$48,145.89	\$50,553.18	\$53,080.84	
Payroll Not to Exceed	\$1,110,790.93	\$1,266,592.97	\$1,379,437.38	\$1,448,409.24	\$1,520,829.70	

Part 2

Items to be Billed By a SWIFT Invoice to MnDOT from DPS

	FY21	FY22	FY23	FY24	FY25	Notes
Academy Hiring Process*	\$0.00	\$8,713.09	\$0.00	\$0.00	\$0.00	Testing Costs, Medical Eval, Psych Eval, etc. Jan-May 2022
Housing, Meals, Rental Costs at Camp Ripley	\$0.00	\$70,265.94	\$0.00	\$0.00	\$0.00	Based on 24 Cadets
Squads Ford Interceptor SUV, Squad Build & Equip	\$125,500.00	\$188,250.00	\$197,662.50	\$207,545.63	\$217,922.91	2-FY21, 3 ea remaining FY, replace 3-4 years/prior to 120,000 miles
Squad Maintenance	\$21,000.00	\$22,050.00	\$23,152.50	\$24,310.13	\$25,525.64	Maint & Fuel based on \$2.40/gal
Troopers Uniforms & Equipment	\$42,500.00	\$44,625.00	\$46,856.25	\$49,199.06	\$51,659.01	
Air Cards	\$4,198.80	\$4,408.74	\$4,629.18	\$4,860.64	\$5,103.67	Provides Laptop Connectivity
9 phones/1 Smart Phone	\$2,758.80	\$2,896.74	\$3,041.58	\$3,193.66	\$3,353.34	
Administrative Overhead/Ancillary Costs	\$196,012.28	\$241,170.37	\$248,216.91	\$260,627.75	\$273,659.14	
Bill Total	391,969.88	\$582,379.88	\$523,558.92	\$549,736.87	\$577,223.71	
FY Total	1,502,760.81	\$1,848,972.85	\$1,902,996.30	\$1,998,146.11	\$2,098,053.41	
Contract Total	9,350,929.48					

*Costs associated with Academy are total of 2-Cadets based on base Trooper pay.

Budget categories must not exceed their amount without written mutual agreement between parties to move an among between categories
The total agreement cannot exceed the total agreement amount without an amendment

EXHIBIT E
Inter-Agency Agreement



**Inter-agency Request for
State Employee Services**

This AGREEMENT is entered into this [] day of [], 20 [], by and between MN Dept of Transportation (MnDot) (requesting agency) and MN Dept of Public Safety - State Patrol (home department). The parties hereto agree as follows:

1. MN State Patrol (home department) agrees that it shall provide [] (name of employee), who is qualified to perform the tasks set out in section 2 below.
2. Description of tasks to be performed (include dates and number of hours anticipated):
MSP will provide enforcement services for MnPASS Express lanes during hours of operations as defined in MnDot agreement No. 1002179

3. Employee Information: Name: [] Employee ID Number: []

Present Job Classification (title and class code): State Patrol Trooper Appt. No. [] Position #: [] Hourly Rate: \$ []

4. Appointment Information (check one):

- This assignment will result in an appointment to the
appointment requesting agency
home agency
- This assignment will not result in an
to the requesting agency, or home agency.

Appointment is effective [] thru (and including) [].

<p>For Minnesota Management & Budget Only</p> <p>Appropriate Class of Assignment: [] (explain if necessary) []</p> <p>Approved by: Name: [] Date: []</p> <p>NOTE: Unless otherwise exempted, by all inter-agency agreements must be approved by Minnesota Management & Budget.</p>	<p>Payment Information</p> <p>Payroll Expense for this assignment will be charged to the following accounting string:</p> <p>Fund: Per Agreement with DOT Financial Dept ID: [] Appropriation ID: [] Statewide Cost: []</p> <p>(Check One):</p> <p><input checked="" type="checkbox"/> Direct Payment at a rate of \$ [] per hour plus fringe by department initiating appointment.</p> <p><input type="checkbox"/> Direct Payment at \$ [] per quarter credit.</p> <p><input type="checkbox"/> Direct Payment at lump sum of \$ [].</p>
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In CONSIDERATION for the performance of the tasks set out above MN Dept of Transportation (requesting agency) shall pay [] (employee name) an amount not to exceed \$ [].

Approvals

Requesting Agency, by _____ Date _____

Service Agency, by _____ Date _____

Employee Signature _____	Date _____
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**MINNESOTA DEPARTMENT OF TRANSPORTATION
INTERAGENCY CONTRACT
FOR PROFESSIONAL AND TECHNICAL SERVICES**

State Project Number (SP): 1311-06, 3304-27, 3307-43

Trunk Highway Number (TH): 243, 47, 65

Project Identification: Mussel Relocation

This contract is between the Minnesota Department of Transportation (“MnDOT”) and Department of Natural Resources (“DNR”).

Contract

1. Term of Contract; Survival of Terms; Incorporation of Exhibits:

- 1.1. **Effective Date:** This contract 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 contract will expire on December 31, 2020, or the date that all obligations have been fulfilled and all deliverables have been approved by State, which ever occurs first.
- 1.3. **Exhibits:** Exhibits A and B are attached and incorporated into this contract.

2. Scope of Work

- 2.1. This entire scope of work falls under Source Type 1150.
- 2.2. DNR will perform the duties and provide the deliverables described in Exhibit A.

3. Consideration and Payment

- 3.1. DNR will be paid on a Lump Sum basis, upon completion and MnDOT’s acceptance of services, by each SP, as follows:
 - **SP 1311-06 - \$20,000.00**
 - **SP 3304-27 - \$3,000.00**
 - **SP 3307-43 - \$7,000.00**

The Lump Sum amounts include all labor, overhead, profit and expenses, personnel and equipment necessary to conduct the work outlined in the Scope of Work, including all report preparation. The Lump Sum also includes start-up and mobilization and covers all miscellaneous office work, time needed to prepare for the project, and initial travel expenses between the project site and the DNR’s home office. No additional expenses will be accepted.

- 3.2. DNR must submit invoices electronically for payment, using the format set forth in Exhibit B.
- 3.3. The total obligation of MnDOT for all compensation and reimbursements to DNR under this contract will be \$30,000.00.

4. Conditions of Payment

- 4.1. All services provided by DNR under this contract must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2. MnDOT will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DNR invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DNR

within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DNR within 30 days of receipt of such invoice.

- 4.3. DNR must submit the signed invoice and all required supporting documentation, for review and payment, to MnDOT's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by MnDOT's Consultant Services Section.

5. Authorized Representatives

- 5.1. MnDOT's Authorized Representative will be:

Name/Title: Kelly Arneson, Contract Administrator
Address: Minnesota Department of Transportation
395 John Ireland Blvd., St. Paul, MN 55155
Telephone: 651-366-4774
E-Mail: kelly.arneson@state.mn.us

- 5.2. MnDOT's will be:

Name/Title: Elizabeth Brown, Environmental Program Specialist
Address: Minnesota Department of Transportation
395 John Ireland Blvd., St. Paul, MN 55155
Telephone: 651-366-4297
E-Mail: elizabeth.a.brown@state.mn.us

- 5.3. DNR Authorized Representative will be:

Name/Title: Mike Davis, Natural Resources Program Consultant
Address: Minnesota Department of Natural Resources
2109 Lakeshore Drive S, DNR Lake City Office, Lake City, MN 55041
Telephone: 651-345-3331
E-Mail: mike.davis@state.mn.us

6. Amendments

- 6.1. Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

- 7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

- 8.1. Either party may terminate this contract at any time, with or without cause, upon 15 days' written notice to the other party.

9. Plain Language; Accessibility Standards

- 9.1. Plain Language. Except for designs, plans, layouts, maps and similar documents, DNR must provide all deliverables in "Plain Language". Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, DNR will take the following steps in the deliverables:
 - Use language commonly understood by the public;
 - Write in short and complete sentences;

- Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 9.2. Accessibility Standards. Except for designs, plans, layouts, maps and similar documents, DNR agrees to comply with the State of Minnesota’s Accessibility Standard (https://mn.gov/mnit/assets/Stnd_State_Accessibility_tcm38-61585.pdf) for all deliverables under this contract. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. DNR’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, DNR will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §16A.15 and §16C.05.

Signed:

Date:

DEPARTMENT OF TRANSPORTATION (with delegated authority)

Signed:

Title:

Date:

DNR

Signed: _____

Title: _____

Date: _____

MnDOT CONTRACT MANAGEMENT

Signed:

Date:

DNR Contract #177446 FB 5-28-2020

I. State Project (SP) 1311-06

Trunk Highway 243, Bridge #6347 Over the St. Croix River | Chisago County, MN Minnesota

Project Overview

During the project development process for Minnesota Department of Transportation (MnDOT) SP 1311-06, the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the project to impact rare mussel resources in the vicinity of bridge #6347 over the St. Croix River and, as a result, recommended that a mussel survey be completed to accurately assess the project's potential impacts. Project construction is not anticipated until 2025, but MnDOT would like to conduct a preliminary survey in 2020 to inform the project's environmental document.

The mussel investigation will consist of up to two phases, both of which will be performed by the DNR biologists. The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area in which the mussel survey is to be performed. The Project Manager must approve any changes to the survey limits suggested by the DNR survey team or by the DNR's Endangered Species Coordinator.

A. Tasks

The DNR will complete the following tasks:

Task 1.0 | Level One Mussel Survey

The first phase of the survey will be to estimate mussel density as catch per unit effort and identify any protected species present. The protocol to be followed is provided below.

Task 2.0 [As Authorized Task] | Level Two Mussel Survey

If more than one mussel/minute/diver or a listed species is collected and the Other Agency's DNR Endangered Species Coordinator recommends the need for further investigation, a Level Two Mussel Survey may be authorized.

B. Project Schedule

Mussel surveys and related activities can only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract and deliverables will be due by December 1, 2020, unless otherwise approved by the MnDOT Project Manager.

C. Reporting

MnDOT will require a written report to be submitted following survey completion. A copy of the report will be submitted to the MnDOT Project Manager. The report will be delivered via email in PDF format.

D. Level One Mussel Survey Protocol to Estimate Mussel Density

Task 1.0 Methods

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

1. Level One Survey methods:

- a. Conduct qualitative surveys at a frequency of at least one per every 20,000 square feet of project impact zone. Distribute surveys across the impact area, concentrating on areas with suitable mussel habitat,

especially shorelines and drop-offs. Without compromising the safety of the surveyor, Level One Surveys should leave no more than 100 feet between the edges of any two adjacent survey areas or between the edge of a survey area and the edge of the project impact zone. If more than one mussel/minute or a listed species is collected, a Level Two Survey may be required.

- b. Each qualitative survey will be of 20 minutes in duration. Searches will be conducted by feel, wading in shallow water and using SCUBA in deeper water, methodically covering the survey area. All mussels found will be identified to species with one example of each species found within a survey photographed. All mussels handled will be returned to the substrate. Specimens of live endangered or threatened mussels must be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Where the substrate is very compacted cobble, a hole just large enough to receive the animal to a depth of $\frac{3}{4}$ of its length should be excavated and the mussel placed into it with the posterior end (siphons) up. Other species may be returned to the substrate from the water surface.
- c. The Level One survey will include a shoreline search for evidence of mussel presence as indicated by recently dead shells.

NOTE: If a federally listed mussel species is encountered during a Level One Survey, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

2. Level One Survey report must include, at a minimum:
 - a. Detailed description of methods used
 - b. Map or aerial photo clearly identifying the location of each survey area
 - c. Composition of substrate, depth, and other physical conditions within each survey area
 - d. List of live and dead mussel species found within each survey area
 - e. Total number of mussels encountered per minute within each survey area
 - f. One photograph of each state-listed species found within each survey area
 - g. Species and number of any recently dead shells found during shoreline search

Task 1.0 Deliverables

- The DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

E. Level Two Mussel Survey Protocol to Estimate the Number of Each Species of Mussel Present

(IF IT IS DETERMINED THAT A LEVEL TWO MUSSEL SURVEY IS REQUIRED, THE METHODS AND TASKS IDENTIFIED BELOW WILL BE FOLLOWED, THE CONTRACT WILL BE AMENDED, AND THE COMPENSATION WILL BE ADJUSTED ACCORDINGLY)

Tasks 2.0 Methods

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

1. Level Two Survey Methods:
 - a. A systematic grid measuring no greater than 20m x 20m will be used to locate quadrat sample locations throughout the portion of the project impact zone in which the Level I Survey encountered mussels at a rate of at least one mussel per minute. At each grid intersect, a $\frac{1}{4}$ m² total substrate quadrat sample will be collected from within a quadrat equipped with a $\frac{1}{4}$ inch mesh bag.
 - b. All mussels and substrate will be removed to a depth of 10-15cm, placed into the bag, and brought to the surface. All mussels found will be identified to species, measured for length, and aged by counting annual growth arrest lines. This information and the UTM coordinates will be recorded for each quadrat.

All mussels handled will be kept cool and out of the sun as much as possible and finally released in suitable habitat at least 100 ft. upstream of the area of the project impact zone. At least one photograph will be taken of each state listed species found within a quadrat.

- c. The total number of quadrats sampled will be determined in consultation with DNR personnel based on the spatial scale of the site and information generated by the Level 1 Survey.

NOTE: If a federally listed mussel species is encountered during a Level Two Survey, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

2. Level Two Survey report must include, at a minimum:
 - a. Detailed description of methods used
 - b. Map or aerial photo clearly identifying the location/UTM coordinates of each quadrat
 - c. Composition of substrate, depth, and other physical conditions within each quadrat
 - d. Number of specimens of live and dead mussel of each species found within each quadrat
 - e. One photograph of each state listed species found within a quadrat
 - f. Length and age frequencies for each species present, summarized across all quadrats

Task 2.0 Deliverables

- The DNR will prepare a survey report that includes the information described above. The report will be delivered via email in PDF format.

II. SP 3304-27

Trunk Highway 47 Bridge Project | Little Ann River, Kanabec County, Minnesota

A. Project Overview

During the project development process for MnDOT SP 3304-27, the DNR indicated that there is potential for the project to impact rare mussel resources in the vicinity of bridge #6465 and, as a result, recommended that mussel relocation be completed to avoid impacting protected species of mussels.

The relocation effort will be performed by the biologists from the DNR. The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area in which the mussel relocation is to be performed. The Project Manager must approve any changes to the relocation limits suggested by the DNR relocation team or by the DNR's Endangered Species Coordinator.

B. Tasks

The DNR will complete the following tasks:

Task 1.0 | Mussel Relocation

The purpose of this task is to remove and relocate mussels within the area of potential impact. The protocol to be followed is provided below.

C. Project Schedule

Mussel surveys and related activities can only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract. On-the-ground relocation work must be complete by June 15, 2020, unless otherwise approved by the MnDOT Project Manager. The project deliverable (relocation report) will be due by November 1, 2020, unless otherwise approved by the MnDOT Project Manager.

D. Reporting

MnDOT will require a written report to be submitted following relocation completion. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

E. Mussel Relocation Protocol

Methods/Tasks 1.0

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
- The DNR is responsible for the acquisition of all necessary equipment.

1. Mussel relocation methods:

a. Selection of a Recipient Site

- 1) Prior to the relocation, a DNR Level 1-type reconnaissance survey will be conducted to identify an area of suitable habitat at least 30 meters upstream of the upstream edge of the project impact zone. The recipient site should be similar in size to the project impact zone, and support a similar pre-existing mussel assemblage and mussel density to the project impact zone. The recipient site's substrate should not be greatly compacted such that relocated mussels will have difficulty burrowing into the substrate following relocation.
- 2) Mussel density within the recipient site after completion of the relocation should be no more than double the pre-existing mussel density, and should not exceed 50 individuals per square meter.
- 3) A downstream recipient site will be considered if no suitable upstream site can be found.

b. Relocation Methods

- 1) For the purpose of quality control, between 24 and 48 hours in advance of beginning the relocation project, 20 randomly selected mussels of various sizes and species per acre of project impact zone will be collected from within the impact zone, marked by placing a dot of superglue or tag on the shell, and randomly and widely returned to the impact zone substrate from the water surface.
- 2) The relocation will be conducted by systematically removing all mussels from the project impact zone to a depth of 10-15cm. The relocation effort will not be considered adequate until 90% (18 per acre) of the mussels marked for quality control purposes have been found. All mussels will be held in submerged mesh bags until relocated.
- 3) Upon completion of the removal of mussels, a final Level 1-type timed search will be conducted in the relocation site. If the final search yields more than two mussels, relocation will continue until fewer than two mussels are found during a 20 minute search.
- 4) Each relocated mussel will be identified to species and a tally of the total number of relocated individuals of each species will be maintained.
- 5) Each relocated specimen of an endangered or threatened species will be measured for length, aged by counting annual growth arrest lines, and marked with a slash line, dot of colored and rubberized superglue, or glued tag.
- 6) Presence of zebra mussels on any relocated native mussel will be noted. Zebra mussels will be removed from any specimen of an endangered or threatened species.
- 7) Additional relocation details will be determined in consultation with DNR staff and specified in the DNR project-specific approval. Any relocation involving federally listed species will require separate USFWS review and approval of methodology.

- c. Placement of Mussels In Recipient Site
Specimens of endangered or threatened mussel species will be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Other species may be returned to the substrate from the water surface.
2. Mussel relocation report must include, at a minimum:
 - a. Map or aerial photo clearly identifying the relocation site
 - b. Map or aerial photo clearly identifying the recipient site
 - c. UTM coordinates (in NAD 83, Zone 15) of the corners of the recipient site
 - d. Methods used and results of determining mussel species and density present at the recipient site prior to the relocation
 - e. Number of specimens of each species relocated
 - f. The length and age estimate, and method of marking for each specimen of endangered or threatened species relocated

NOTE: If a federally listed mussel species is encountered during relocation, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

Task 1.0 Deliverables

- The DNR will prepare a relocation report that includes the information described above. The report will be delivered via email in PDF format.

III. SP 3307-43

Trunk Highway 65 Bridge Project | Snake River, Kanabec County, MN

A. Project Overview

During the project development process for Minnesota Department of Transportation (MnDOT) State Project 3307-43, the Minnesota Department of Natural Resources (DNR) indicated that there is potential for the project to impact rare mussel resources in the vicinity of bridge #6778 over the Snake River and, as a result, recommended that mussel relocation be completed to avoid impacts.

The relocation effort will be performed by the biologists from the DNR. The extent of the survey will include all areas of potential impacts identified by the MnDOT Project Manager. The Project Manager will provide the DNR with mapping outlining the limits of the area from which mussels are to be relocated (relocation site). The Project Manager must approve any changes to the relocation site limits suggested by the DNR relocation team or by the DNR's Endangered Species Coordinator.

B. Tasks

The DNR will complete the following tasks:

Task 1.0 | Mussel Relocation

The purpose of this task is to physically move all mussels within the area of potential impact to an alternative suitable habitat. The protocol to be followed is provided below.

C. Project Schedule

Mussel surveys and related activities can only be conducted when air temperature is greater than 32° F, water temperature is greater than 40° F, and water velocities are at a rate safe for working conditions.

The project work is scheduled to begin upon execution of the contract and deliverables will be due by November 1, 2020 unless otherwise approved by the MnDOT Project Manager.

D. Reporting

MnDOT will require a written report to be submitted following relocation completion. A copy of the report will be given to the MnDOT Project Manager. The report will be delivered via email in PDF format.

E. Mussel Relocation Protocol

Methods/Tasks

- The DNR is responsible for the acquisition of the appropriate state/federal permits.
 - The DNR is responsible for the acquisition of all necessary equipment.
1. Mussel relocation methods:
 - a. Selection of a Recipient Site
 - 1) Prior to the relocation, a DNR Level 1-type reconnaissance survey will be conducted to identify an area of suitable habitat at least 30 meters upstream of the upstream edge of the project impact zone. The recipient site should be similar in size to the project impact zone, and support a similar pre-existing mussel assemblage and mussel density to the project impact zone. The recipient site's substrate should not be greatly compacted such that relocated mussels will have difficulty burrowing into the substrate following relocation.
 - 2) Mussel density within the recipient site after completion of the relocation should be no more than double the pre-existing mussel density, and should not exceed 50 individuals per square meter.
 - 3) A downstream recipient site will be considered if no suitable upstream site can be found.
 - b. Relocation Methods
 - 1) For the purpose of quality control, between 24 and 48 hours in advance of beginning the relocation project, 20 randomly selected mussels of various sizes and species per acre of project impact zone will be collected from within the impact zone, marked by placing a dot of superglue or tag on the shell, and randomly and widely returned to the impact zone substrate from the water surface.
 - 2) The relocation will be conducted by systematically removing all mussels from the project impact zone to a depth of 10-15cm. The relocation effort will not be considered adequate until 90% (18 per acre) of the mussels marked for quality control purposes have been found. All mussels will be held in submerged mesh bags until relocated.
 - 3) Upon completion of the removal of mussels, a final Level 1-type timed search will be conducted in the relocation site. If the final search yields more than two mussels, relocation will continue until fewer than two mussels are found during a 20 minute search.
 - 4) Each relocated mussel will be identified to species and a tally of the total number of relocated individuals of each species will be maintained.
 - 5) Each relocated specimen of an endangered or threatened species will be measured for length, aged by counting annual growth arrest lines, and marked with a slash line, dot of colored and rubberized superglue, or glued tag.
 - 6) Presence of zebra mussels on any relocated native mussel will be noted. Zebra mussels will be removed from any specimen of an endangered or threatened species.

- 7) Additional relocation details will be determined in consultation with DNR staff and specified in the DNR project-specific approval. Any relocation involving federally listed species will require separate USFWS review and approval of methodology.
- c. Placement of Mussels In Recipient Site
Specimens of endangered or threatened mussel species will be returned to the substrate by hand, placed on their side, and allowed to burrow on their own. Other species may be returned to the substrate from the water surface.
2. The mussel relocation report must include, at a minimum:
 - a. Map or aerial photo clearly identifying the relocation site
 - b. Map or aerial photo clearly identifying the recipient site
 - c. UTM coordinates (in NAD 83, Zone 15) of the corners of the recipient site
 - d. Methods used and results of determining mussel species and density present at the recipient site prior to the relocation
 - e. Number of specimens of each species relocated
 - f. The length and age estimate, and method of marking for each specimen of endangered or threatened species relocated

NOTE: If a federally listed mussel species is encountered during relocation, the surveyor must contact Beth Brown, MnDOT Environmental Program Specialist, elizabeth.a.brown@state.mn.us.

Task 1.0 Deliverables

- The DNR will prepare a relocation report that includes the information described above. The report will be delivered via email in PDF format.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

INVOICE NO. _____

Estimated Completion: []%

Final Invoice? Yes No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract Number: 1044199

Contract Expiration Date: December 31, 2020

SP Number: 1311-06, 3304-27, 3307-43

TH Number: 243, 47, 65

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump Sum Amount SP 1311-06	\$20,000.00			
2. Lump Sum Amount SP 3304-27	\$3,000.00			
3. Lump Sum Amount SP 3307-43	\$7,000.00			
Net Earning Totals:	\$30,000.00			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1150			
Total**			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: Department of Natural Resources (DNR)

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.



MAD Project Number: 2020-173 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Department of Transportation

MAD Contact: Beth Bibus

Accounting Information: Business Unit – G1001, Financial Dept ID – G1031500, APPRID – G100085, Fund – 5200, Accounts - 670011.

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$4,900.00	Amount of Contract First FY:	
Category Code: 80101500	Category Code:	Category Code:
Account:	Account:	Account:
Amount:	Amount:	Amount:

Accounting Distribution 1:	Accounting Distribution 2:	Accounting Distribution 3:
Fund:	Fund:	Fund:
Appr:	Appr:	Appr:
Fin Dept ID:	Fin Dept ID:	Fin Dept ID:
Rept Catg:	Rept Catg:	Rept Catg:
Amount:	Amount:	Amount:

Processing Information: (Some entries may not apply.) Begin Date: _____ End Date: _____

Contract: 177402
Number/Date/Entry Initials

Order: 3000537654
Number/Date/Signatures

*[Individual signing certifies that funds
have been encumbered as required by
Minn. Stat. §§16A.15 and 16C.05]*

This is an agreement between the Minnesota Department of Transportation (Requesting Agency) and Minnesota Management and Budget, Management Analysis and Development (Division).

1. Services to be Performed:

The Division agrees that it will provide a project team to provide flexible consultation to the state's rail director to support interagency efforts and the work of the rail council.

2. Contacts:

The following persons will be the primary contacts for all matters concerning this agreement.

Management Analysis and Development: Beth Bibus

Requesting Agency: Kathryn Hatt

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 35 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 \$4,900.00.

The Requesting Agency will pay the Division for services performed within 30 days of receipt of invoices submitted by the Division. The invoices will be submitted according to the following schedule:

Payment to be requested by invoice based on actual hours of service performed by the Division in the previous month, with cumulative payments not to exceed the total agreed amount listed above.

4. Condition of Payment:

All services provided by the Division under this agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Authorized Representative.

5. Effective Dates:

This agreement is effective May 26, 2020, 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 1, 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 representative for the purposes of this agreement is Kathryn Hatt. This person shall have final authority for accepting the Division’s services and if the services are satisfactory, will certify this on each invoice submitted as part of number 3.

8. Interagency Agreement Authorization:

Pursuant to Minnesota Statutes, Sections 16A.055 Subd. 1 a.; 43A.55 Subd. 2.; and 471.59, the Division is authorized to enter into this agreement.

9. Amendments:

Any amendments to this agreement will be in writing and will be executed by the same parties who executed the original agreement, or their successors in office.

10. State Audit:

The books, records, documents, and accounting practices and procedures of the Division relevant to this agreement, shall be subject to examination by the Requesting Agency and either the Minnesota Legislative Auditor or State Auditor, as appropriate, for a minimum of six years.

11. Liability:

Each party will be responsible for its own acts and behavior and the results thereof.

APPROVED:

1. REQUESTING AGENCY	2. DIVISION
By: Title: Date:	By: Renda E Rappa Title: Renda E Rappa Date: 2020.05.22 08:05:18 -05'00' <small>Digitally signed by Renda E Rappa</small>
3. Encumbrance Verification	4. MnDOT Contract Management
By: Title: Date:	By: Title: Date:

STATE OF MINNESOTA

SUBLEASE

SUBLEASE NO. **12356-AS**

MnDOT Contract No. 1044295

THIS SUBLEASE is made by and between State of Minnesota, Department of Administration, hereinafter referred to as SUBLANDLORD, acting for the benefit of the Department of Transportation, and the State of Minnesota, Department of Administration, hereinafter referred to as SUBTENANT, acting for the benefit of the Office of Ombudsperson for the Department of Corrections.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

WHEREAS, pursuant to Lease No. 12158 (MNDOT Contract No. 1002941), attached hereto as Exhibit A, and hereinafter referred to as "Master Lease", SUBLANDLORD has leased approximately five thousand eight hundred ninety eight (5,898) usable square feet of office space in the building known as Griggs Midway Building ("Building") located at 1821 University Avenue West, Suite N-181, St. Paul, Minnesota 55104 ("Leased Premises")

WHEREAS, SUBTENANT desires to lease a portion of the Leased Premises;

WHEREAS, SUBTENANT is bound by the terms and conditions of the Master Lease, as if it was the lessee under said Master Lease unless otherwise set forth in this Sublease;

NOW, THEREFORE, SUBLANDLORD and SUBTENANT, in consideration of the rents, covenants, and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **SUBLEASED PREMISES** SUBLANDLORD grants and SUBTENANT accepts a sublease of the following described Subleased Premises located in the City of St. Paul, County of Ramsey, Minnesota 55104:

approximately four hundred thirty five (435) usable square feet of office space and shared use of common areas, to include, but not limited to, the reception area, conference rooms and break room, if any, as shown on the floor plan attached hereto and incorporated herein as Exhibit B, in the Building located at 1821 University Avenue West, Suite N-181.

2. **USE** SUBTENANT shall use and occupy the Subleased Premises only as office and related activities.

3. **TERM** The term of this Sublease is three (3) months and sixteen (16) days, commencing June 15, 2020 and continuing through September 30, 2020 ("Sublease Term").

4. **RENT**

4.1 **Rent Payment** In consideration for the covenants, representations and conditions of the Sublease, SUBTENANT shall pay SUBLANDLORD rent for the Sublease Term in the sum of two thousand five hundred twenty nine and 65/100 dollars (\$2,529.65) in accordance with the rent schedule set forth below:

<u>SUBLEASE TERM</u>	<u>SQUARE FEET</u>	<u>RATE PER SQ. FT.</u>	<u>MONTHLY PAYMENT</u>	<u>RENT FOR SUBLEASE TERM</u>
6/15/20 - 6/30/20	435	\$19.75	\$ 381.83 *	\$ 381.83 *
7/1/20 - 9/30/20	435	\$19.75	\$ 715.94	\$ 2,147.82
			TOTAL	\$ 2,529.65

Note: *Prorated Rent

4.2 **Rent Billing Address** SUBLANDLORD shall mail or personally deliver original bills and rent invoices/statements to SUBTENANT at the following address:

Office of Ombudsperson for the Department of Corrections
1821 University Avenue
Suite N-181
St Paul MN 55104

4.3 **Rent Payment Address** SUBTENANT agrees to pay rent at the end of the applicable calendar month to SUBLANDLORD by check or money order made payable to the Commissioner of Transportation and mailed or delivered to:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1044295 and Invoice No. (####)
Mail Stop 215
395 John Ireland Boulevard
St Paul MN 55155

SUBTENANT's rent payment must reference the MnDOT Contract Number as shown above and the MnDOT Invoice Number shown on the invoice/statement.

4.4 SUBLANDLORD represents and warrants that it is solely entitled to all of the rents payable under the terms of this Sublease and that SUBTENANT shall have the quiet enjoyment of the Subleased Premises during the full term of this Sublease and any extension or renewal thereof.

5. **TERMINATION**

- 5.1 In the event that the Minnesota State Legislature does not appropriate to the Office of Ombudsperson for the Department of Corrections funds necessary for the continuation of this Sublease, or in the event that Federal Funds necessary for the continuation of this Sublease are withheld for any reason, this Sublease may be terminated by SUBTENANT upon giving thirty (30) days written notice.
- 5.2 Pursuant to Minn. Stat. §16B.24, subd. 6, this Sublease is subject to cancellation upon thirty (30) days written notice by SUBTENANT any reason except Sublease of other non-state-owned land or premises for the same use.
- 5.3 Notwithstanding Section 5.1 and 5.2 above, this Sublease may be terminated by SUBTENANT for any reason at any time upon giving fifteen (15) days prior written notice to SUBLANDLORD.
- 5.4 SUBTENANT covenants that at the termination of this Sublease by lapse of time, or otherwise it shall remove its personal property and vacate and surrender possession of the Subleased Premises to SUBLANDLORD in as good condition as when SUBTENANT took possession, ordinary wear and damage by the elements excepted. Alterations or fixtures attached to the Subleased Premises shall remain a part thereof and shall not be removed unless SUBLANDLORD elects to permit removal.

6. **DUTIES OF SUBLANDLORD**

- 6.1 SUBLANDLORD shall furnish and provide for the use of SUBTENANT:
- a. Key cards for access to the Subleased Premises.
 - b. Standard office and workstation furniture, including desk chairs.
 - c. Access to Internet and/or to Wi/Fi connection.
- 6.2 Disability Access Guidelines SUBLANDLORD agrees to provide and maintain the Subleased Premises and the building of which the Subleased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.

7. **DUTIES OF SUBTENANT**

7.1 Except as otherwise provided herein, SUBTENANT shall:

- a. Furnish materials and services required for its use of the Subleased Premises.
- b. Maintain the Subleased Premises in a reasonably good condition and state of repair during the continuance of its tenancy.

7.2 SUBTENANT agrees to observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility, or any service, whether such is furnished by SUBLANDLORD or obtained and paid for by SUBTENANT.

8. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, SUBLANDLORD and SUBTENANT shall not permit smoking in the Subleased Premises, including but not limited to e-cigarettes and vaping.

9. **INSURANCE**

9.1 SUBLANDLORD and SUBTENANT agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.

9.2 SUBTENANT agrees that SUBLANDLORD assumes by this Sublease no liability for loss of SUBTENANT'S personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to SUBLANDLORD'S negligence, acts or omissions as determined by a court of law.

10. **MAINTENANCE AND REPAIRS**

10.1 It shall be the duty of SUBLANDLORD to maintain at its own expense, in working condition, all appurtenances within the scope of this Sublease, including the maintenance of plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork.

10.2 SUBLANDLORD shall, at its own expense, make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Sublease, provided, however, that SUBLANDLORD shall not be responsible for repairs upon implements or articles which are the personal property of SUBTENANT, nor shall SUBLANDLORD bear the expense of repairs to the Subleased Premises necessitated by damage caused by SUBTENANT beyond normal wear and tear.

11. **HEADINGS** The titles to Sections of this Sublease are not a part of this Sublease and shall have no effect upon the construction or interpretation of any part hereof.

12. **EXECUTION IN COUNTERPARTS** The Sublease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Sublease taken together shall constitute but one and the same Sublease. Delivery of an executed counterpart of this Sublease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Sublease.
-

EXHIBITS:

Exhibit A Master Lease
Exhibit B Subleased Premises Floor Plan

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

SUBLANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of
DEPARTMENT OF TRANSPORTATION

SUBTENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of
OFFICE OF OMBUDSPERSON FOR THE
DEPARTMENT OF CORRECTIONS

Routed concurrently for signature.
By See next page.
Real Estate and Construction Services

Routed concurrently for signature.
By See next page.
Real Estate and Construction Services

Date _____

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

APPROVED:
STATE OF MINNESOTA
OFFICE OF OMBUDSPERSON FOR THE
DEPARTMENT OF CORRECTIONS

By Sheila M. Kauppi Digitally signed by Sheila M. Kauppi
Date: 2020.06.04 12:38:26 -05'00'

Routed concurrently for signature.
By See next page.

Title Metro Deputy District Engineer

Title _____

Date _____

Date _____

APPROVED:
STATE OF MINNESOTA
MNDOT CONTRACT MANAGEMENT
(As to form and execution)

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By Kyle Fisher Digitally signed by Kyle Fisher
Date: 2020.06.05 08:12:39 -05'00'

Routed concurrently for signature.
By See next page.

Title _____

Date _____

Date _____

SWIFT P.O. _____

Contract No. _____

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

SUBLANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of
DEPARTMENT OF TRANSPORTATION

SUBTENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of
OFFICE OF OMBUDSPERSON FOR THE
DEPARTMENT OF CORRECTIONS

By *Prof. Theberge*
Real Estate and Construction Services

By *Prof. Theberge*
Real Estate and Construction Services

Date 06-15-2020

Date 06-15-2020

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

APPROVED:
STATE OF MINNESOTA
OFFICE OF OMBUDSPERSON FOR THE
DEPARTMENT OF CORRECTIONS

By _____

By *M. A. H.*

Title See Attached

Title Ombuds person

Date _____

Date 6/9/2020

APPROVED:
STATE OF MINNESOTA
MNDOT CONTRACT MANAGEMENT
(As to form and execution)

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By _____

By Renee Sutton

Title See Attached

Date 6/12/2020

Date _____

SWIFT P.O. FY20 3000125423 / FY21 300012542

Contract No. 178508

STATE OF MINNESOTA

LEASE

LEASE NO. **12158**
MnDOT Contract No. 1002941

THIS LEASE is made by and between Griggs-Midway Building Corp., hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Transportation.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease non-state owned property;

NOW, THEREFORE, Landlord and Tenant, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described Leased Premises located in the City of St. Paul, County of Ramsey, Minnesota 55104:

approximately two thousand two hundred sixty-four (2,264) usable square feet of space, as shown on the floor plans attached hereto and incorporated herein as Exhibit A1-A2, in the building known as Griggs-Midway Building ("Building") located at 540 Fairview Avenue North, in Suite #301.

2. **USE** Tenant shall use and occupy the Leased Premises only for office and related activities.

3. **LEASE TERM**

- 3.1 **Tenant's Work, Commencement and Expiration Dates**

- a. The term of this Lease is two (2) years, commencing May 1, 2016 ("Commencement Date") and continuing through April 30, 2018 ("Lease Term").
 - b. At no additional cost, Tenant shall have access to the entire Leased Premises on and after April 25, 2016 ("Tenant's Work Commencement Date") for furniture installation, moving in of office equipment or other personal property and IT installation ("Tenant's Work").

- 3.2 **Landlord Work Completion** Landlord shall make every effort to provide substantial completion of Landlord's Work by the Tenant's Work Commencement Date so as to

EXHIBIT A ("Master Lease")

Lease 12158
Page 2 of 22

enable Tenant to complete Tenant's Work. Lessor shall complete remodeling of the Leased Premises in its entirety by the Commencement Date.

3.3 Adjusted Commencement Date In the event Tenant cannot have access to the entire Leased Premises by the Tenant's Work Commencement Date and occupancy and possession of the entire Leased Premises by the Commencement Date due to Landlord's failure to complete Landlord's Work, the following shall apply.

- a. The Adjusted Commencement Date shall be the later date of either of the following:
 - i. The date which is sixteen (16) days subsequent to the actual Tenant's Work Commencement Date.
 - ii. The date that Landlord's Work is substantially completed.
- b. Amendment & Prorated Rent
 - i. By amendment to be executed in the same manner as the execution of this Lease, Landlord and Tenant shall establish the Adjusted Commencement Date and corresponding rent payable.
 - ii. If the Commencement Date is other than the first day of the month, the rent payable in the first month of the Lease Term shall be prorated and shall be the product obtained by multiplying the full monthly rent payable by a fraction, the numerator of which is the number of leased days in the applicable calendar month and the denominator of which is equal to the total number of days in the applicable calendar month.

4. USABLE SPACE MEASUREMENTS

- 4.1 Definition The Leased Premises is defined as the total usable square feet exclusively occupied by Tenant and is the basis for calculation of rent payable hereunder.
- 4.2 Measurement Method Usable square feet is calculated by measurement from the inside finished surface of exterior walls to the inside finished surface of Building corridor and other permanent walls or to the center of walls demising the Leased Premises from adjacent tenant space. Measurement is taken from the exterior wall glass line only if more than fifty percent (50%) of the wall is glass.
- 4.3 Exclusions and Deductions Excluded from the usable square feet measurement are:
 - a. vertical shafts,
 - b. elevators,
 - c. stairwells,

- d. dock areas,
- e. mechanical, utility and janitor rooms,
- f. restrooms, corridors, lobbies and receiving areas accessible to the public or used in common with other tenants;
- g. each and every column and/or pilaster within the Leased Premises of four (4) square feet or more; and
- h. each and every column and/or pilaster attached to the exterior or demising wall within the Leased Premises.

5. **RENT**

5.1 **Rent Payment** In consideration for the covenants, representations and conditions of the Lease, Tenant shall pay Landlord rent for the Lease Term in the sum of eighty eight thousand two hundred ninety-six and no/100 dollars (\$88,296.00) payable in equal monthly payments of three thousand six hundred seventy-nine and no/100 dollars (\$3,679.00), a gross annual rate of \$19.50 per usable square foot.

5.2 **Rent Billing Address** Landlord shall mail or personally deliver original bills and rent statements to Tenant at the following address:

Office of Financial Management, Payable
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899

5.3 **Rent Payment Address** Tenant shall mail or deliver the monthly rent set forth above at the end of the applicable calendar month to Landlord at the following address:

Griggs-Midway Building Corp
1821 University Ave
St Paul MN 55104

5.4 **Landlord Receipt of Rent** Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

5.5 **Landlord Registered with Secretary of State** Landlord further represents and warrants that it is registered with the Secretary of the State to do business in the State of Minnesota and will continue to provide the documentation required by the Secretary of State's office to remain in good standing.

6. **PARKING** Landlord shall provide parking in the parking lot adjacent to the Building for the use of Tenant, its invitees, licensees and guests. It is understood by Landlord and Tenant that there is no additional rent payable for parking provided in this Lease.

Lease 12158
Page 4 of 22

7. **TERMINATION**

7.1 **Funding** In the event that the Minnesota State Legislature does not appropriate to the Department of Transportation funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by Tenant upon giving thirty (30) days prior written notice to Landlord.

7.2 **Statute** Pursuant to Minn. Stat. §16B.24, subd. 6, this Lease may be terminated upon thirty (30) days prior written notice by Tenant to Landlord, for any reason except lease of other non-state-owned land or premises for the same use.

8. **SURRENDER OF LEASED PREMISES** Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

8.1 **Personal Property** Any equipment and furniture, including, but not limited to, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by Landlord or by Tenant, shall remain the property of Tenant. Tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted.

8.2 **Alterations, Additions and Improvements**

- a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by Landlord or Tenant, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of Landlord, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by Tenant.
- b. If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 8.2 a. above.

8.3 **Low Voltage Cabling** All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant shall remain a part of the Leased Premises unless Tenant, in its sole discretion, elects to remove the cabling.

9. **OPTION TO RENEW**

- 9.1 Landlord grants and Tenant accepts the right to one (1) option to renew this Lease for a period of one (1) year, commencing May 1, 2018 and continuing through April 30, 2019 ("Option Period") at the same terms, conditions and rental rate as this Lease.
- 9.2 To exercise the above noted Option to Renew, Tenant must indicate in writing its intent to exercise the option no later than February 28, 2018.
- 9.3 Tenant shall pay Landlord rent for the Option Period in the sum of forty five thousand two hundred seventy-nine and 96/100 dollars (\$45,279.96) payable in equal monthly payments of three thousand seven hundred seventy-three and 33/100 dollars (\$3,773.33), a gross annual rate of \$20.00 per usable square foot.

10. **LANDLORD'S WORK**

- 10.1 Landlord shall, at its expense, perform the following work (collectively referred to as "Landlord's Work"):
- a. Construction of a doorway between Suite #301 and the additional space.
 - b. Installation of four (4) electrical outlets in locations designated by Tenant.
 - c. Installation of commercial-grade carpet in the additional space.
 - d. Installation of blinds on all windows.
 - e. Painting of all wall surfaces as required.
- 10.2 Landlord agrees that the type and colors of wall, floor and window coverings shall be subject to approval by Tenant.
- 10.3 Landlord agrees to substantially complete Landlord's Work set forth herein by April 25, 2016.
- 10.4 Landlord shall, at its expense, provide all architectural and engineering services and plans.

11. **AS-BUILT PLANS**

- 11.1 Upon completion of Landlord's Work, Landlord shall, at its expense, provide Tenant with an electronic and hard copy of as-built plans and in AutoCAD 2013 or earlier format, of the Leased Premises following the American Institute of Architects (AIA) layering system. Final dimensions must be gathered by Landlord via field verification of existing and newly constructed spaces and used to create the as-built plans. The as-Built plans

must include accurate locations of all new and existing doors, windows, columns, walls and data and electrical locations.

- 11.2 Upon Tenant's receipt of as-built plans of the Leased Premises, Tenant shall re-measure the leased space in accordance with Section 4 of the Lease. Landlord and Tenant agree to amend the Lease to include the as-built plans as an exhibit to the Lease and, if there is a change in usable square feet, to revise the usable square footage based on the as-built plans.

12. TELECOMMUNICATIONS

- 12.1 Building Access The entrance size must be large enough to provide access for the telephone company's facilities as necessary to accommodate the Tenant's needs. If the entrance size does not meet access requirements by the telephone company, the State of Minnesota or other telecom providers, Landlord shall, at its expense, make the changes necessary to ensure that building access requirements are met.

- 12.2 Equipment Room (ER) (formerly known as Minimum Point of Presence [MPOP]) Landlord shall, at its expense, provide a room designated as the ER where all underground telecommunications facilities and riser cables will terminate.

a. The ER should meet the following requirements:

- (i) Be as close as possible to the center of the Building to minimize the horizontal copper cable lengths (maximum of 90 meters [295 ft.]).
- (ii) Be dedicated to telecommunications equipment only and have:
 - (a) minimum size of 10 feet x 12 feet. Depending on the size of the Building, this may increase.
 - (b) minimum lighting of 50-foot candles measured 3' above finished floor level.
 - (c) controlled access by way of key or key card, limited to only those who are authorized to provide telecommunication services in this location.
 - (d) smoke and heat sensors, connected to the main Building security system.
 - (e) 36" wide lockable entry door, opening outward.
 - (f) no electrical transformers or any other type of equipment that can cause electromagnetic interference (EMI) or radio frequency

interference (RFI) in any ER or the Telecommunications Room (TR).

- b. The ER must meet the following requirements:
- (i) No dimmer switches.
 - (ii) Have access to and identification of the Building-grounding electrode as described in National Electrical Code handbook.
 - (iii) Temperature and humidity must be within a range that will not cause corrosion on terminations and there must not be water intrusion problems.
 - (iv) Have a minimum of 3 dedicated, isolated, separately fused 20-amp branch circuits, each with an 110V 2-gang electrical outlet with four receptacles.
 - (v) Have adequate ventilation that provides heat dissipation for all installed equipment.
 - (vi) Have overall temperature maintained between 64 and 75 degrees.
 - (vii) Have relative humidity from 30 to 55 percent. **NOTE:** Measurements for temperature and humidity are taken at 5' above the finished floor – in front of or between equipment.
 - (viii) Have adequate plywood (3/4 - 5/8 inch) on wall for wire and equipment termination and installation, painted with a light colored paint and meeting all applicable fire codes.
 - (ix) Any sprinkler heads must have a wire protection cage installed to prevent accidental operation.
 - (x) Drainage troughs should be installed under any sprinkler pipes to prevent them from leaking onto telecommunications equipment.
 - (xi) Provide all required cable from the ER to the TR on the floor of which the Leased Premises is a part for present and future requirements.
 - (xii) No cable/wiring that does not meet building code.

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12.4 Equipment Room (ER) and Telecommunications Room (TR) Grounding

- a. Telecommunication Ground Busbar In the TR or ER, Landlord shall install a "Telecommunications Grounding Busbar" and Telecommunication Bonding Backbone connecting either room to the Building grounding electrode.
- b. Bonding Conductor Landlord is responsible to provide ground wiring American Wiring Gauge (AWG) #6 stranded wire from the "Telecommunications Grounding Busbar" to all telecommunication racks. Landlord shall install an AWG #2 stranded wire from the TR/ER Busbar to the Building grounding electrode.
- c. Landlord shall provide a grounding conductor from the ground Busbar to each equipment rack and section of basket tray/cable tray in each ER/TR.

12.5 Telecommunications Rooms (TR)

- a. For every 10,000 square feet of office space per floor, Landlord shall provide one TR. The telecommunications closet shall be at a minimum 100 square feet. **Maximum cabling distance from a TR to an office cannot exceed 90 meters.**
- b. All other requirements for the TR'S are the same as Section 12.4 a. above.

12.6 Horizontal Wiring Landlord shall provide and install, at its expense, a horizontal subsystem that will provide a cable route from the TR'S and computer room to each station on the floor. The subsystem should be made up of one of the following:

- a. Under floor duct system (e.g., walker duct system).
- b. Suspended ceilings.
- c. Raised flooring.
- d. Conduit.
- e. Powerpoles.

12.7 Vertical Wiring Landlord will provide a minimum of 12-strands single-mode and 12-strand multi-mode fiber-optic cable from the ER to the computer room in the Leased Premises.

13. TENANT REQUESTED ALTERATIONS

- 13.1 In the event Tenant desires to remodel, make alterations, additions and/or changes (hereinafter, "Alterations") to the Leased Premises, and it is determined that the

Alterations are at Tenant's expense, alterations shall be approved by and arranged through Landlord as follows:

- a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.
- b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:
 - (i) Alterations totaling \$2,500.00 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
 - (ii) Alterations totaling \$2,500.01 through \$8,000.00 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
 - (iii) Alterations of \$8,000.01 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

13.2 Upon completion of the Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

14. **DUTIES OF LANDLORD** Landlord shall, at its expense, provide the following:

14.1 **Management**

- a. Landlord agrees that in exercising its management responsibilities of the property of which the Leased Premises is a part, including the maintenance, repair, alterations and construction relating thereto, it shall comply with all applicable laws, statutes, rules, ordinances and regulations, including, but not limited to: building code, fire code, disabilities access, zoning, air quality, pollution control, recyclable materials and prevailing wage requirements, as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.
- b. Landlord shall use its best efforts to employ practices that protect occupants' health and ensure conservation of natural resources, including recycling of recyclable materials, in the operation and maintenance of the Building and the Leased Premises.

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- 14.2 Utilities Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.
- 14.3 Electrical Service Landlord shall provide adequate electrical service to the Leased Premises to accommodate Tenant's needs and the Building of which the Leased Premises is a part.
- 14.4 Heating and Cooling
- a. The Leased Premises shall be served by heating and cooling facilities of a sufficient design capacity to maintain the Leased Premises within the acceptable range of temperatures identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of thermostats and other climate control devices such as the opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining the optimal use.
- b. For purposes hereof, the acceptable space temperature settings for various leased space are as follows:
- (i) Heating temperatures will be set at the following maximum temperatures:
- 68°F to 70°F for all occupied areas and cafeterias with the goal of maintaining the space temperature within the range of 70°F to 74°F during working hours.
 - 65°F to 67°F for all lobby, corridor and restroom areas.
 - 60°F to 62°F for all building entrances, storage areas and tunnels.
 - Temperature settings for all the above referenced spaces must be lowered to 60°F to 62°F during non-working hours.
 - 55°F for all unoccupied spaces.
 - 55°F for all vacated spaces.
- (ii) Cooling temperatures will be set at the following minimum temperatures:
- 76°F to 78°F for all occupied space excluding re-heat systems with the goal of maintaining the space temperature less than 78°F during working hours.

- Temperature settings for all the above referenced spaces will be increased to 85°F during non-working hours.

(iii) Computer rooms, research facilities and special care facilities are exempted from these requirements. Additional building spaces may be exempted from all or part of these requirements, pursuant to the approval of the Commissioner of Administration.

14.5 Relative Humidity Landlord warrants that the Leased Premises is served by heating, cooling and other facilities of a design capacity sufficient to maintain the Leased Premises within the range of 20% - 60% relative humidity, assuming optimal use of the thermostats and other climate control devices, such as the opening or closing of blinds, doors and vents within the Leased Premises.

14.6 Ventilation and Environmental Quality

- a. Landlord shall provide outdoor fresh air per minute per person to the Leased Premises as outlined in Table 2 of ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013, or as amended. An air cleaning device shall be used in the ventilation system which filters the outdoor air and shall have:
- (i) A minimum filtration efficiency of thirty (30) percent as rated by ASHRAE 52.2, or as amended, Atmospheric Dust Spot Efficiency Rating; **OR**
 - (ii) A minimum Efficiency Reporting Value (MERV) 8 as rated by ASHRAE 52.2, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size.

If air filters are used, Landlord shall change the filters at least three (3) times per year, preferably in March, July and November, or more often as required.

- b. Any secondary filtration systems (such as in heat pumps) shall have a minimum weight arrestance of eighty (80) percent as rated by ASHRAE 52.2, or as amended, Weight Arrestance Method or Minimum Efficiency Reporting Value (MERV) 5 as rated by ASHRAE 52.2, or as amended, Method of Testing General Ventilation Air-Cleaning Devices for Removal Efficiency by Particle Size. If air filters are used, Landlord shall change the filters at least two (2) times per year or more often as required.
- c. It is understood by Landlord and Tenant that no wall covering will be installed around pipe chases.
- d. Landlord shall, at its expense, remove and replace any building material with visible or detected evidence of water infiltration or mold growth.

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14.7 Lighting

- a. Landlord shall provide the Leased Premises with overhead lighting within the range of 20 to 50 foot-candle power at 30" above finished floor (AFF).
- b. Landlord shall re-lamp light fixtures and replace light ballasts as needed.

14.8 Restrooms Landlord shall provide the Leased Premises with separate restroom facilities for men and women. Such facilities shall be situated within the Leased Premises or be easily accessible therefrom. Ventilation for restrooms must be in accordance with applicable building codes.

14.9 Janitorial Service Landlord shall provide janitorial services and supplies to the Leased Premises and common areas of the Building in accordance with the janitorial schedule attached and incorporated herein as Exhibit B.

14.10 Window Cleaning Landlord shall, at its expense, semi-annually wash the inside and outside of exterior windows of the Building, including ledges and sills.

14.11 Trash and Recycling Services

- a. Trash Removal Landlord shall, at its expense, provide trash disposal services.
- b. Recycling Services
 - (i) Pursuant to Minn. Stat. §16B.24, subd. 6(d), Landlord shall provide space for recyclable materials.
 - (ii) Landlord shall, at its expense, provide recycling services, including, but not limited to, the following:
 - (a) Provide all recycling containers, either individual containers at each workstation/office and/or centralized containers throughout the Leased Premises;
 - (b) Pursuant to Minn. Stat. §115A.151, subd. (a)(1) collect at least three recyclable materials, such as, but not limited to, paper, glass, plastic and metal; and
 - (c) Empty the centralized recycling containers and return of the recycling containers to the Leased Premises.

14.12 Sustainable Building Guidelines Landlord agrees, when feasible, to follow the sustainable building guidelines (www.b3mn.org/guidelines/index.html) for maintenance and improvements to the Leased Premises. Feasibility shall be determined by

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Landlord, in its sole discretion, and consider such factors as long term costs and benefits over the term of the lease, performance, aesthetics, material/labor availability and impact on Building valuation.

- 14.13 Fire Safety Landlord shall, at its expense, provide and maintain all fire extinguishers, fire alarms and fire detection systems for the Leased Premises and Building as required by applicable codes/ordinances and /or the state fire marshal.
- 14.14 Common Areas Landlord shall provide sufficient light, heat, maintenance and security measures to the common and public access areas of the Building, including stairways, elevators, lobbies and hallways so that such areas shall be safe and reasonably comfortable.
- 14.15 Landscaping/Grounds Maintenance Landlord shall, at its expense, maintain the landscaping, grounds, walkways and parking lot(s) surrounding the Leased Premises and the Building in good appearance, condition and repair, including, but not be limited to:
- a. Grass cutting, weed control and tree trimming as necessary with annual shrubbery trimming;
 - b. Prompt removal and replacement of dead or dying trees and shrubbery with trees and shrubbery of similar size and type. Tenant may make recommendations for replacement types;
 - c. Seasonal flower planting and maintenance;
 - d. Prompt removal of debris from grounds, walkways and parking lots;
 - e. Sweeping, seal-coating, repair, resurfacing and re-striping of parking lot surfaces as needed.
 - f. Prompt repair/replacement of up-heaved or sunken walkways and broken or damaged walkways and curbs.
 - g. Keep the parking lot(s) and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from debris and in good condition.
- 14.16 Snow Removal Landlord shall keep the parking lot and public sidewalks adjacent to the Building and any sidewalks or stairways leading from the public sidewalks to the Building free from snow and ice. Snow plowing, snow shoveling and ice removal must be completed by 6:30 a.m. unless snow or wind conditions make this impossible. If the snow and ice removal is not completed by 6:30 a.m., Landlord will make every effort to complete the snow removal as soon as possible.

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14.17 General Maintenance and Repairs

- a. Landlord General Responsibility Landlord, at its expense, shall provide repair and maintenance as needed to maintain the Leased Premises and the Building in good order and condition, including, but not limited to, prompt repair and maintenance of all plumbing, wiring, electrical, heating (and, if applicable, cooling) devices, ductwork, roof, foundations, concrete surfaces, walls, gutters, downspouts, sewer and other utilities, whether interior or exterior, above or below ground, including repair and maintenance of improvements or equipment added to the Leased Premises, whether or not the original cost of the improvement or equipment was borne by Tenant.
- b. Exceptions to Landlord Responsibility Landlord shall not be responsible for repairs upon equipment which are Tenant's personal property, nor shall Landlord bear the expense of repairs to the Leased Premises necessitated by damage caused by Tenant which is beyond normal wear and tear.

14.18 Heating, Ventilation and Air Conditioning (HVAC) Maintenance

- a. Landlord shall, at its expense, maintain and make such necessary repairs to HVAC equipment, whether or not the HVAC equipment was paid for by Tenant.
- b. Landlord shall document maintenance on the heating, ventilating and air conditioning system (e.g., filter changes and cleaning methods and procedures).
- c. Air Conditioning Cooling Equipment Maintenance:
 - (i) Primary fresh air cooling system All interior surfaces of the ductwork within five (5) feet downstream and five (5) feet upstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed in March or April and in September or October of each year. If fiberglass interior liners are located within five (5) feet upstream and downstream of the cooling coils, Landlord shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.
 - (ii) Secondary cooling system, such as heat pumps All interior surfaces of the ductwork within two (2) feet downstream of the cooling coils, the cooling coils and its drainage systems shall be cleaned with a coil cleaning solution. The cleaning shall be performed at least once in every two (2) year period. If fiberglass interior liners are located within two (2) feet downstream of the cooling coils, Landlord shall either remove the fiberglass liner down to bare metal or cover it with non-permeable material such as galvanized metal.

- 14.19 Delivery of Leased Premises Landlord covenants that it will deliver the Leased Premises to Tenant in a clean and sanitary condition with all services and appurtenances included within the scope of this Lease in effect and in good running order.
- 14.20 Quiet Enjoyment Tenant shall have the quiet enjoyment of the Leased Premises during the full Lease Term and any extension thereof.
- 14.21 Taxes and Assessments Landlord shall be responsible for payment of all taxes and assessments upon the Building and land of which the Leased Premises is a part.
- 14.22 Exterior Lighting Landlord shall provide adequate exterior lighting in the parking lots, building entrance/exits and loading dock areas.
- 14.23 Disability Access Guidelines Landlord agrees to provide and maintain the Leased Premises and the Building of which the Leased Premises is a part with accessibility and facilities for persons with disabilities meeting code requirements, including but not limited to, Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions with jurisdiction and authority in connection with the property.
- 14.24 Energy Conservation In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that Landlord shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of this article, include heat, cooling, electricity, water and all the sources of energy required to provide the service.
- 14.25 Pest Control Landlord shall provide pest control for the Leased Premises and the Building of which the Leased Premises is a part.
- 14.26 Repainting and Carpet Replacement Landlord shall, at its expense and based on a five hundred and no/100 dollars (\$500.00) per year maximum:
- a. Touch up paint from time to time as may be reasonably necessary to keep the walls in good order and condition.
 - b. Replace worn carpet at such time during occupancy as may be necessary.

15. **DUTIES OF TENANT**

- 15.1 Tenant shall allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.
- 15.2 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law.

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- 15.3 Assignment/Sublease Tenant shall not assign, sublet or otherwise transfer its interest in this Lease without the prior written consent of Landlord.
- 15.4 Tenant shall observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning and any other utility or service, whether such is furnished by Landlord or obtained and paid for by Tenant.
16. **DESTRUCTION OF PREMISES** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable or Tenant is unable to conduct its business, the rent payable hereunder shall be abated from the time of the damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord the amount of time as Tenant deems reasonable to restore the damaged Leased Premises to tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days written notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.
17. **INSURANCE**
- 17.1 Property Damage It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them, by way of subrogation or otherwise, for loss or damage, even if the loss or damage shall have been caused by the fault or negligence of the other party or by anyone for whom the party may be responsible.
- 17.2 Liability Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.
18. **BUILDING ACCESS AND SERVICES**
- 18.1 Landlord shall provide Building access and services to the Leased Premises from 6:00 a.m. to 7:00 p.m. Monday through Friday, and from 8:00 a.m. to 7:00 p.m. Saturday, also defined as "Working Hours".
- 18.2 Landlord shall provide access to the Leased Premises seven (7) days per week, twenty four (24) hours per day for authorized employees of Tenant.
19. **NEW LANDLORD** In the event the Leased Premises or the Building of which the Leased Premises is a part shall be sold, conveyed, transferred, assigned, leased or sublet, or if Landlord shall sell, convey, transfer or assign this Lease or rents due under this Lease, or if for

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any reason there shall be a change in the manner in which the rent reserved hereunder shall be paid to Landlord, proper written notice of the change must be delivered to Tenant as promptly as possible. Tenant's "Transfer of Ownership of Lease" document shall be executed by the parties hereto in order that the State of Minnesota Management and Budget is provided with authorization to issue payments to a new party.

20. **DEFAULT BY LANDLORD** If Landlord shall default in the performance of any of the terms or provisions of this Lease, Tenant shall promptly so notify Landlord in writing. If Landlord shall fail to cure the default within thirty (30) days after receipt of the notice, or if the default is of the character as to require more than thirty (30) days to cure and Landlord shall fail to commence to do so within thirty (30) days after receipt of the notice and thereafter diligently proceed to cure the default, then in either event, Tenant, at its sole option, may terminate this Lease upon thirty (30) days prior written notice, or may cure the default. In the event Tenant cures the default, Landlord shall pay all reasonable and actual expenses paid by Tenant to cure said default, including attorneys fees, within ten (10) days of receipt of invoices therefore rendered, or Tenant shall have a specific right to set off any the amounts due from Landlord against any rent payments or other amounts due under this Lease. In the event Tenant elects to terminate this Lease, the termination shall not limit Tenant's rights to damages caused by the breach and failure to cure. This provision in no way limits Tenant's other remedies for breach under common law or this Lease.
21. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years.
22. **AFFIRMATIVE ACTION**
- 22.1 If the Lease amount exceeds \$100,000 and the Landlord employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Landlord must comply with the requirements of Minn. Stat. § 363A.36 and Minn. Rules Parts 5000.3400-5000.3600. A Landlord covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 22.2 Minn. Stat. § 363A.36 Minn. Stat. § 363A.36 requires the Landlord to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event.

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22.3 Minnesota Rule 5000.3550 - Disabled Individuals Affirmative Action Section

- a. Landlord shall not discriminate against any employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. Landlord agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- b. Landlord agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- c. In the event of Landlord's noncompliance with the requirements of this Section, actions for noncompliance may be taken in accordance with Minn. Stat. §363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- d. Landlord agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Notices shall state Landlord's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- e. Landlord shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that Landlord is bound by the terms of Minn. Stat. §363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.

23. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Leased Premises.

24. **HAZARDOUS SUBSTANCES**

24.1 **General**

- a. "Hazardous Substances" is defined to mean any and all substances or materials that are categorized or defined as hazardous or toxic under any present or future local, state or federal law, rule or regulation pertaining to environmental regulation, contamination, cleanup or disclosure including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of

1980, as now or hereafter amended ("CERCLA"), the Resources Conservation and Recovery Act, as now or hereafter amended ("RCRA"), the Superfund Amendments and Reauthorization Act of 1980, as now or hereafter amended ("TSCA") the Minnesota Environmental Response and Liability Act ("MERLA"), or any similar statutes or regulations, and any wastes, pollutants and contaminants (including without limitation, materials containing asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls ("PCBs") and petroleum products including gasoline, fuel oil, crude oil and various constituents of such products).

- b. Landlord warrants and covenants that it did not, and will not in the future, install, use, generate, store, dispose of or release on or about the Building of which the Leased Premises is a part, except for immaterial quantities of any Hazardous Substances customarily used in the construction and maintenance of like properties or in other uses of the Leased Premises or the Building or land of which it is a part, which have been used in accordance with applicable laws, statutes, regulations and ordinances then in effect. Landlord further agrees to indemnify and hold Tenant (and its officers, partners, employees, agents and directors) harmless from and against any claim, damage, loss, fine or any other expense (including without limitation clean-up costs, court costs, attorneys' fees, engineering or consultant fees, other costs of defense and sums paid in settlement of claims) arising out of Landlord's installation, use, generation, storage, disposal or release of any Hazardous Substances in or about the Leased Premises or the Building or the land of which the Leased Premises is a part.
- c. Landlord represents and warrants there are no Hazardous Substances present within the Building or the land of which the Leased Premises is a part. In the event a qualified environmental testing company determines that Hazardous Substances do exist, in greater than immaterial quantities, in or about the Leased Premises or the Building or land of which the Leased Premises is a part, Tenant, at its option, may terminate this Lease with sixty (60) days written notice to Landlord.
- 24.2 Storage Tank Landlord has not, and to the best of its knowledge no prior owner or occupant installed in, on or about the Leased Premises or the Building or land of which the Leased Premises is a part, any storage tank containing Hazardous Substances, including, but not limited to: petroleum, crude oil or by-products of petroleum or crude oil.
- 24.3 Asbestos In addition to the above representations, covenants and warranties, Landlord hereby warrants that to the best of its knowledge, no materials containing asbestos have been used or installed upon the Leased Premises or, if at any time asbestos containing materials were located on the Leased Premises, such materials have been removed prior to the date of this Lease.

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24.4 Radon Landlord has undertaken certain environmental and geologic testing to determine the possibility of future radon exposure to occupants of the Leased Premises or the Building of which the Leased Premises is a part, based upon presently accepted procedures for radon detection. Such testing included analysis of soil permeability, testing of ground soil for radon related minerals and a survey of owners of adjacent properties for radon levels of their property. As radon is a naturally occurring substance, no guarantee of nonexistence can be made. Such testing has determined that prevailing conditions do not encourage the presence of radon in the Leased Premises, although Tenant acknowledges that, because of the nature of radon, Landlord cannot guarantee that the Leased Premises or the Building, of which the Leased Premises is a part, will remain free of radon.

25. **SIGNAGE**

25.1 Tenant shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from Landlord.

25.2 Building directories, room numbers, identification and directional signs shall be provided to the section level as it relates to Tenant's organization. The signage shall be provided and installed at Landlord's expense and shall be of a uniform design throughout the Building as mutually agreed upon by the parties.

26. **LAWS GOVERNING** This Lease shall be construed and enforced in accordance with the laws of the State of Minnesota.

27. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**

27.1 Landlord must comply with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minnesota Statutes, section 13.08, apply to Landlord and Tenant.

27.2 Minnesota Statutes, Chapter 13, provides that all government data is public unless otherwise classified. If Landlord receives a request to release the data referred to in this Section, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely. If Landlord denies access to the data, Landlord's response must reference the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.

28. **ENTIRE AGREEMENT** This Lease contains all covenants and agreements between Landlord and Tenant relating in any manner to the Rent, Tenant's use and occupancy of the Leased Premises, and other matters set forth in this Lease. No prior agreements or understandings pertaining thereto shall be valid or of any force or effect and the covenants and agreements of this Lease shall not be altered, modified or amended except in writing signed by Landlord and Tenant.
29. **HEADINGS** The titles to Sections of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.
30. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.
31. **NOTICES**
- 31.1 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address noted in Section 31.2 below.
- a. when personally delivered to the addressee, or
 - b. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
 - c. one (1) business day after deposited with an overnight courier service.

31.2 **Mailing Addresses:**

Landlord:

Griggs-Midway Building Corp
c/o PMI
1821 University Ave #S-144
St Paul MN 55104

Tenant:

Real Estate and Construction Services
Department of Administration
50 Sherburne Ave # 309
St Paul MN 55155

ATTACHMENTS:

Exhibit A1-A2 Floor Plans
Exhibit B Janitorial Schedule

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:

GRIGGS-MIDWAY BUILDING CORP

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By *Paul Welch*

Title *agent for CMBC*

Date *3/11/2016*

By _____

Title _____

Date _____

TENANT:

STATE OF MINNESOTA

DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By *Susan T. Estes*
Real Estate and Construction Services

Date *APR 13 2016*
("Execution Date")

APPROVED:

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

By *Scott L...*

Title *Metro District Engineer*

Date *4/4/16*

RECOMMENDED:

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

By *Amyr G...*
Contract Management

Date *4/11/16*

STATE ENCUMBRANCE VERIFICATION

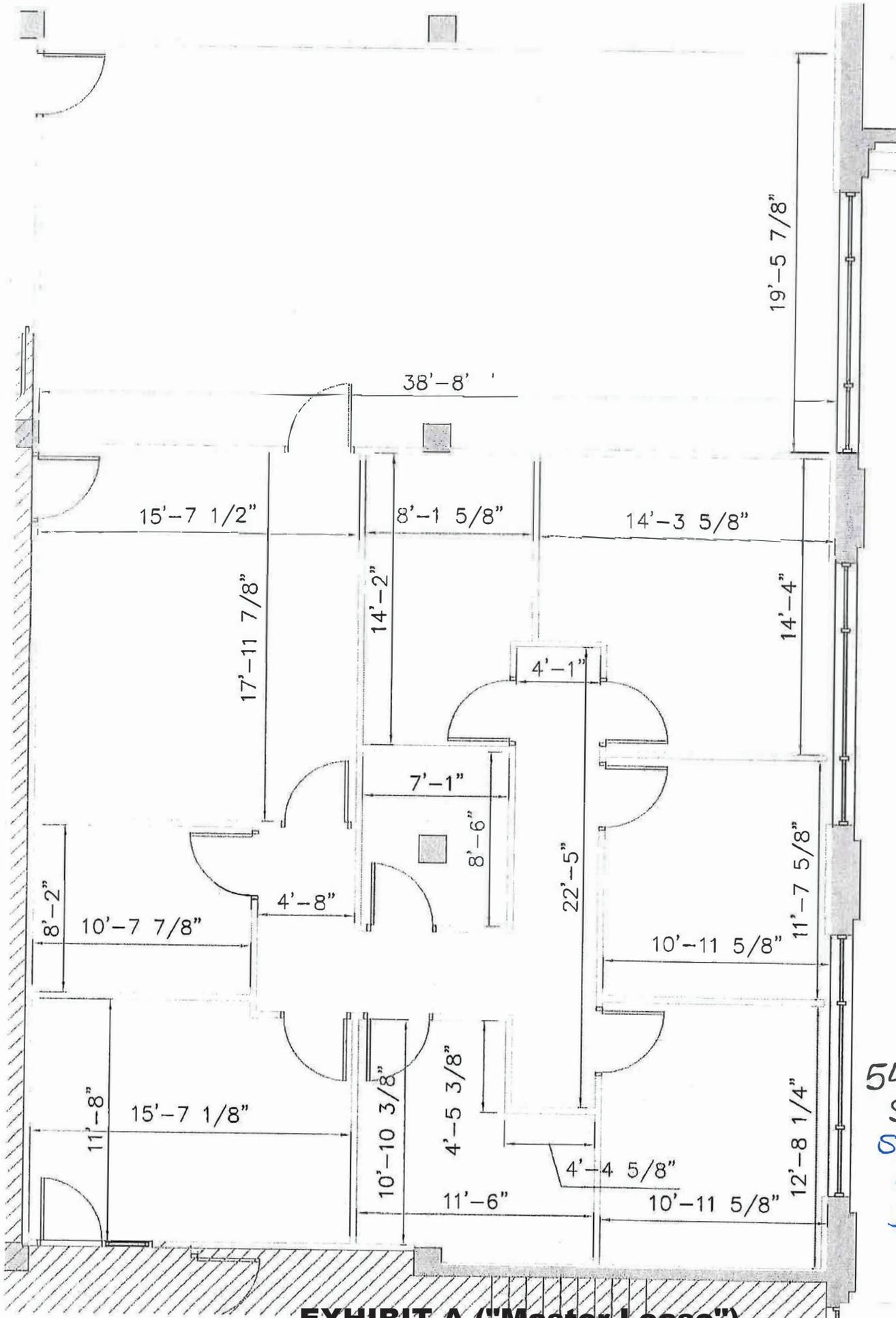
Individual signing certifies that funds are unumbered as required by Minn. Stat. §16A.15 and §16C.05.

By *Michael Frankel*

Date *4/5/16*

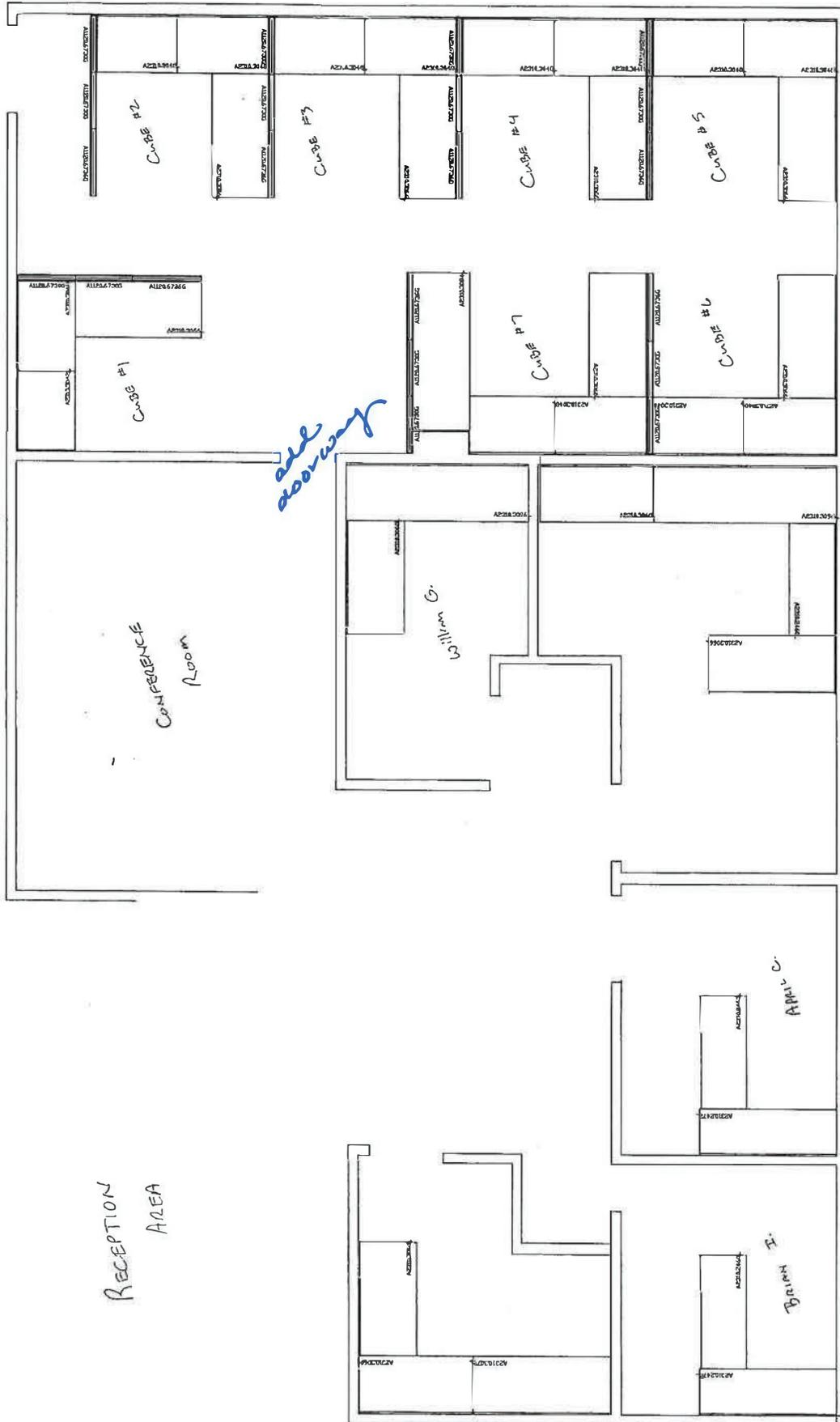
Contract No. *107891*

PO# *3000291639*



540 Fairview
St. Paul
Suite 301
2,264 usf
3.29.16

EXHIBIT A ("Master Lease")



540 FAIRVIEW
St. Paul
DOT
Layout

JANITORIAL SCHEDULE

1. DAILY

- a. Empty wastepaper baskets and recycling containers.
 - (i) Empty all ashtrays at exterior of building.
 - (ii) Provide new wastebasket liners as needed.
- b. If provided, empty all recycling collection containers on each floor and dispose of in the appropriate dumpsters. Clean and sanitize all recycling containers.
- c. Vacuum all carpeted office areas utilizing high efficiency, final filtration (HEPA) vacuums.
- d. Sweep and dry mop all composition flooring.
- e. Restock all towel and soap dispensers in all sink/break areas.
- f. Restrooms
 - (i) Wet mop and disinfect floors.
 - (ii) Wash and sterilize all washbowls, toilet seats, toilet bowls, urinals, including pipes and trim.
 - (iii) Spot clean partitions and tile.
 - (iv) Clean mirrors and sanitize all exposed dispensers and containers.
 - (v) Restock all towel, toilet tissue and soap dispensers.
- g. Clean and disinfect the drinking fountains.
- h. Sweep/dust and mop all stairways and stairwells.
- i. Wipe and sanitize all handrails.

2. WEEKLY SERVICE

- a. Vacuum along wall edges, corners, behind doors, and under desks and furniture.
- b. Dust all office furniture and dust all building ledges, moldings, and other exposed surfaces. It is not necessary for janitorial staff to move anything to accomplish dusting.

EXHIBIT B

Page 1 of 2

EXHIBIT A ("Master Lease")

3. MONTHLY

- a. Dust window blinds.
- b. High and low surface dust.
- c. Wet mop all composition floors.

4. SEMI-ANNUALLY

- a. Wash interior and exterior glass windows and sidelights.
- b. Wash interior and exterior office window sills/ledges.

5. ANNUALLY

- a. Clean carpet.
- b. Clean window coverings.
- c. Vacuum all upholstered furniture.
- d. Strip and reseal all composition floors.

6. AS NEEDED

- a. Spot clean carpeting.
- b. Spot clean walls.

STATE OF MINNESOTA
AMENDMENT OF LEASE

Amendment No. 1

Lease No. 12158
MnDOT Contract No. 1002941

THIS AMENDMENT No. 1 to Lease No. 12158 is made by and between Griggs-Midway Building Corp., hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Transportation.

WHEREAS, Landlord and Tenant entered into Lease No. 12158, dated April 13, 2016, as may subsequently be amended, involving the lease of approximately two thousand two hundred sixty four (2,264) usable square feet of office space in the building located at 540 Fairview Avenue North, St. Paul, Minnesota 55104;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 12158 effective as of the date set forth herein.

1. **RELOCATED LEASED PREMISES** Effective May 1, 2018, Landlord and Tenant hereby agree that Tenant shall relocate from Suite 301 to Suite N-181, consisting of approximately five thousand eight hundred ninety eight (5,898) usable square feet of space on the first floor, as shown on Exhibit C, attached hereto and incorporated herein, in the Building located at 1821 University Avenue in the City of St. Paul, County of Ramsey, Minnesota 55104.
2. **RENEWAL TERM AND TENANT'S WORK**
 - 2.1 **Renewal Term and Tenant's Work**
 - a. The term of this Renewal is three (3) years, commencing May 1, 2018 ("Commencement Date") and continuing through April 30, 2021 ("Renewal Term").
 - b. At no additional cost, Tenant shall have access to the entire Leased Premises on and after April 16, 2018 ("Tenant's Work Commencement Date") for furniture installation, moving in of office equipment or other personal property and IT installation ("Tenant's Work").

- 2.2 Landlord Work Completion Landlord shall make every effort to provide substantial completion of Landlord's Work by the Tenant's Work Commencement Date so as to enable Tenant to complete Tenant's Work. Landlord shall notify Tenant of the substantial completion date of Landlord's Work and complete remodeling of the Leased Premises in its entirety by the Commencement Date.
- 2.3 Adjusted Commencement Date In the event Tenant cannot have access to the entire Leased Premises by the Tenant's Work Commencement Date and occupancy and possession of the entire Leased Premises by the Commencement Date due to Landlord's failure to complete Landlord's Work, the following shall apply.
- a. The Adjusted Commencement Date shall be the date which is sixteen (16) days subsequent to the date that Landlord's Work is substantially completed.
- b. Amendment & Prorated Rent
- (i) By amendment to be executed in the same manner as the execution of this Lease, Landlord and Tenant shall establish the Adjusted Commencement Date and corresponding rent payable.
- (ii) If the Commencement Date is other than the first day of the month, the rent payable in the first month of the Lease Term shall be prorated and shall be the product obtained by multiplying the full monthly rent payable by a fraction, the numerator of which is the number of leased days in the applicable calendar month and the denominator of which is equal to the total number of days in the applicable calendar month.

3. RENT

- 3.1 Rent Payment Tenant shall pay Landlord rent for the Renewal Term in the sum of three hundred forty thousand six hundred nine and 56/100 dollars (\$340,609.56) according to the following schedule:

LEASE PERIOD	SQUARE FEET	RATE PER SQ. FT.	MONTHLY PAYMENT	RENT FOR LEASE PERIOD
5/1/18 - 4/30/19	5,898	\$ 18.50	\$ 9,092.75	\$ 109,113.00
5/1/19 - 4/30/20	5,898	\$ 19.50	\$ 9,584.25	\$ 115,011.00
5/1/20 - 4/30/21	5,898	\$ 19.75	\$ 9,707.13	\$ 116,485.56
			TOTAL	\$ 340,609.56

EXHIBIT A ("Master Lease")

3.2 Rent Billing Address Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Office of Financial Management, Payable
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899

3.3 Rent Payment Address Tenant shall mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:

Griggs-Midway Building Corp
1821 University Ave
St Paul MN 55104

4. **PARKING** Landlord shall provide two (2) parking stalls in the underground garage at sixty five and no/dollars (\$65.00) per stall per month. Tenant shall pay Landlord the sum of one hundred thirty and no/dollars (\$130.00) per month for said parking stalls. This amount is in addition to the rent set forth in Section 3.1 of this Lease Amendment. The rate per stall set forth above includes sales tax.

5. **REMODELING**

5.1 Description Landlord shall, at its expense, provide labor and materials to remodel the Leased Premises as follows:

- a. Painting of all wall surfaces.
- b. Replace all carpet and carpet base.
- c. Breakroom:
 - (i) Remove a wall and one (1) door to create breakroom, as designated by Tenant.
 - (ii) Install a sink with upper and lower cabinets, as designated by Tenant.
- d. Clean throughout Leased Premises prior to commencement date.

5.2 Landlord agrees that the type and colors of wall and floor coverings shall be subject to approval by Tenant.

5.3 Date of Completion Landlord agrees to complete said remodeling as soon as practicable, but not later than April 30, 2018.

6. OPTION TO RENEW

- 6.1 Landlord grants and Tenant accepts the right to one (1) option to renew this Lease for a period of two (2) years, commencing May 1, 2021 and continuing through April 30, 2023 ("Option Period").
- 6.2 Tenant shall pay Landlord rent for the Option Period in the sum of two hundred fifty three thousand six hundred fourteen and no/100 dollars (\$253,614.00) payable in equal monthly payments of ten thousand five hundred sixty seven and 25/100 dollars (\$10,567.25), a gross annual rate of \$21.50 per usable square foot.
- 6.3 To exercise the above noted Option Period, Tenant must indicate in writing its intent to exercise said option no later than March 1, 2021.

7. UTILITIES

- 7.1 Deletion Section 14.2 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 7.2.
- 7.2 Replacement
- a. Landlord shall bear the cost of heat, electricity, air conditioning, gas, sewer and water.
 - b. Quarterly (Calendar Year) Reporting At the end of each quarter at Tenant's request, Landlord shall provide utility usage for any or all of the utilities, electricity, gas, sewer and water, during the timeframe and format as specified by Tenant.

8. HEATING AND COOLING

- 8.1 Deletion Section 14.4 of the Lease is hereby deleted and of no further force or effect and is replaced with the following Section 8.2.
- 8.2 Replacement Landlord warrants that the Leased Premises are served by heating and cooling facilities of a design capacity sufficient to maintain the Leased Premises within the acceptable range of temperature identified below under all but the most extreme weather conditions, assuming optimal use by Tenant of all thermostats and other climate control devices, such as shutting off computers, opening or closing of blinds, doors and vents within the Leased Premises. Landlord shall provide Tenant with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature for office space are as follows:

- a. From October 1 through April 30, between 70.5 degrees and 74.5 degrees. Temperature settings must be lowered to 60°F to 62°F during non-working hours.
- b. From May 1 through September 30, between 72.0 degrees and 76.0 degrees. Temperature settings will be increased to 85°F during non-working hours.

9. **INSURANCE AND LIABILITY**

9.1 Deletion Sections 17.1 and 17.2 of the Lease are hereby deleted and of no further force or effect and is replaced with the following Section 9.2.

9.2 Replacement

a. Property Damage

- (i) It shall be the duty of Landlord and Tenant to maintain insurance or self-insurance on their own property, both real and personal. Notwithstanding anything apparently to the contrary in this Lease, but subject to subsection b, Landlord and Tenant hereby release one another and their respective partners, officers, employees and property manager from any and all liability or responsibility to the other or anyone claiming through or under them by way of subrogation or otherwise for loss or damage, even if such loss or damage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible.
- (ii) Landlord shall indemnify, defend and hold Tenant harmless from any and all claims, loss, damage and expense arising from water or water-related incidents affecting the Leased Premises, except for those arising from Tenant's negligent or intentional acts or omissions.

b. Liability Subject to subsection 9.2 a. (ii) above, Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Tenant's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, and other applicable law.

10. **SUSTAINABILITY**

10.1 Trash And Recycling Services

- a. Deletion Section 14.11 of the Lease is hereby deleted and of no further force and effect and is replaced with the following Section 10.1 b.
- b. Replacement

- i. Trash Removal Landlord shall, at its expense, provide trash disposal services.
- ii. Recycling Services
 - a) Pursuant to Minn. Stat. §16B.24, subd. 6(d), Landlord shall provide space for recyclable materials.
 - b) Pursuant to Minn. Stat. §115A.151, subd. (a)(1), Landlord shall, at its expense, provide recycling services to collect at least three recyclable materials, such as, but not limited to, paper, glass, plastics and metal, including, but not limited to, the following:
 - (i) Provide all recycling containers, to include individual containers at each workstation/office and centralized containers throughout the Leased Premises; and
 - (ii) Empty the recycling containers at a centralized recycling station for pickup by the recycler and return the recycling containers to the Leased Premises.
 - c) Quarterly (Calendar Year) Reporting At the end of each quarter at Tenant's request, Landlord shall provide solid waste and recycling disposal amounts, during the timeframe and format as specified by Tenant.
- iii. Recycling of Non-Hazardous Construction and Demolition Waste Landlord hereby agrees to recycle at least 50% of the non-hazardous construction and demolition waste produced by the remodeling of the Leased Premises or demonstrate that the waste was delivered to a construction and demolition waste recycling facility that maintains a 50% annual recycling rate.

10.2 Conservation

- a. Deletion Section 14.24 of the Lease is hereby deleted and of no further force and effect and is replaced with the following Section 10.2 b.
- b. Replacement
 - i. Energy In the event energy conservation measures are enacted by any State or Federal authority, it is hereby agreed that Landlord shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities, within the meaning of

EXHIBIT A ("Master Lease")

this article, include heat, cooling, electricity, water and all the sources of energy required to provide the service.

- ii. Water Landlord has installed some faucets that limit flow rates to 0.5 gallons per minute or .25 gallons per cycle if metered.
- iii. Urinal Water Flow Landlord shall use its best efforts to limit maximum flush volume to 0.5 gallons per flush in urinals. Landlord has installed new urinals or equipment necessary to limit the maximum flush volume.

10.3 Water Drinking Stations Landlord shall, at its expense, retrofit current drinking fountains with drinking fountains that also have a refillable bottle-filler. Landlord shall also be responsible for filter replacement and maintenance and repairs for the drinking stations.

10.4 Green Cleaning Landlord shall continue to provide a green cleaning program and shall use products, supplies and equipment that have 3rd party sustainability certification, if applicable, for each product.

10.5 LED Lighting As recessed and florescent lighting within the Leased Premises, the Building and parking lots needs replacement, Landlord shall upgrade to LED.

11. **EXECUTION IN COUNTERPARTS** This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Amendment taken together shall constitute but one and the same Amendment. Delivery of an executed counterpart of this Amendment by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Amendment.

12. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written. All capitalized terms used but not defined herein shall have the meanings assigned to them as set forth in the Lease, unless otherwise stated.

EXHIBITS:

Exhibit C Relocation Space – Suite N-181

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:

GRIGGS MIDWAY BUILDING CORP.

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By *Neil McClung*

Title *Manager*

Date *4/2/18*

By *[Signature]*

Title *Property Manager*

Date *4-2-18*

Kelly Westergaard

TENANT:

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By *Susan T. Estes*
Real Estate and Construction Services

Date *4/4/18*

APPROVED:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By *[Signature]*

Title *Metro District Engineer*

Date *3/30/18*

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.

By *[Signature]*

Date *3/29/18*

SWIFT P.O. *3000 365255 (4118)*

Contract No. *Swift Contract³¹ 107891*

RECOMMENDED:

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By *[Signature]*
Contract Management

Date *See attached next page*

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
GRIGGS MIDWAY BUILDING CORP.

Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By _____

Title _____

Date _____

By _____

Title _____

Date _____

See previous page

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By _____
Real Estate and Construction Services

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Scott Z

Title Metro District Engineer

Date 3/30/18

STATE ENCUMBRANCE VERIFICATION

Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.08

By Michael J. Brannan

Date 3/29/18

SWIFT P.O. 3000 365255 (FK18)

Contract No. Swift Contract # 107891

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By [Signature]
Contract Management

Date 3/27/18

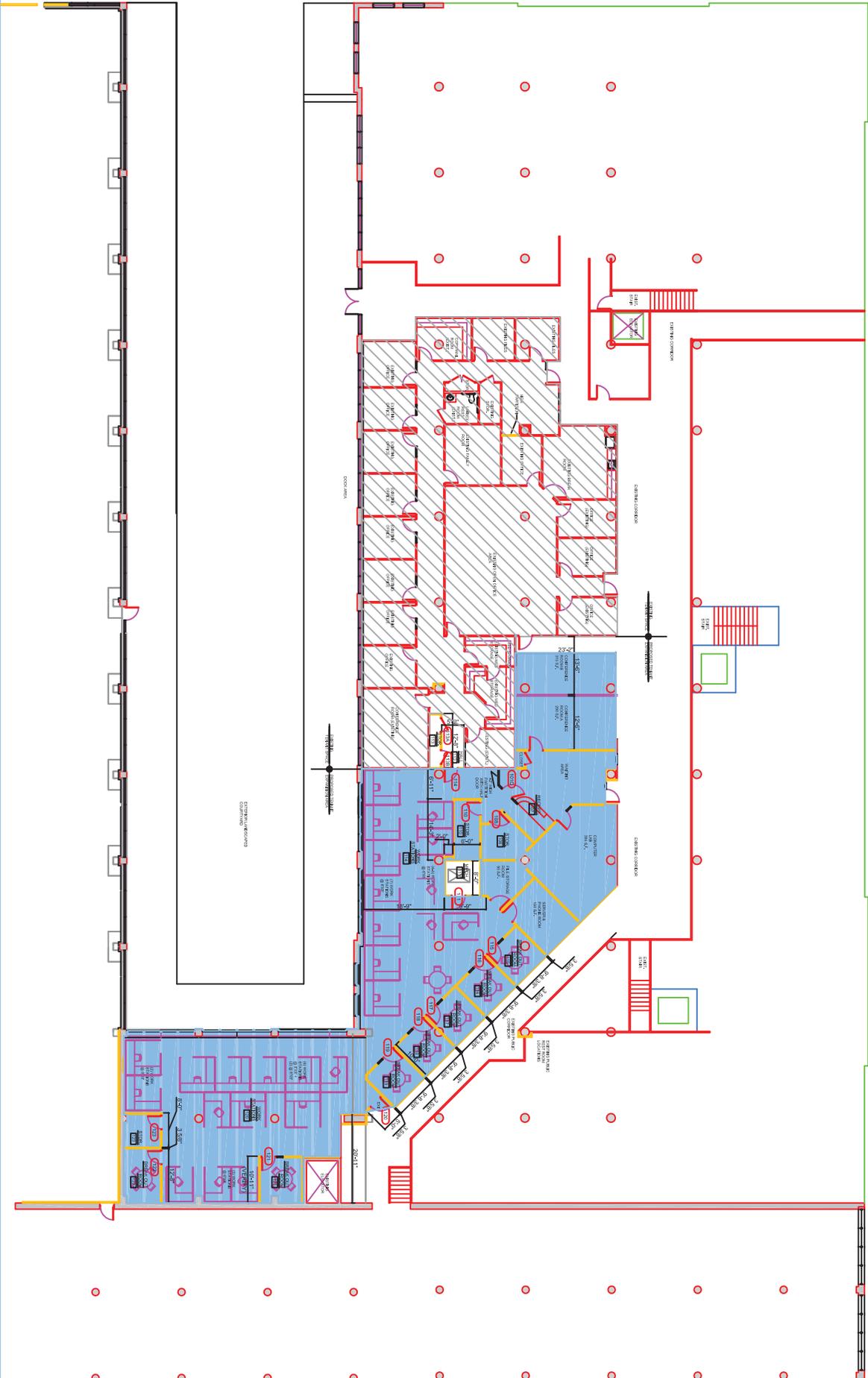


EXHIBIT A ("Master Lease")

EXHIBIT C

Concept Plan only
Not for Construction

MNDOT Lease #12158
 Verified by RECS 02/20/2018
 5,898 Sq.Ft.

STATE OF MINNESOTA
AMENDMENT OF LEASE

Amendment No. 2

Lease No. 12158
MnDOT Contract No. 1002941

THIS AMENDMENT No. 2 to Lease No. 12158 is made by and between Griggs-Midway Building Corp., hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Transportation.

WHEREAS, Landlord and Tenant entered into Lease No. 12158, dated April 13, 2016, as may subsequently be amended, involving the lease of approximately five thousand eight hundred ninety eight (5,898) usable square feet of office space in the building located at 1821 University Avenue, St. Paul, Minnesota 55104;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 12158 effective as of the date set forth herein.

1. **REMODELING**

- 1.1 Description Landlord shall provide labor and materials to remodel the Leased Premises according to the floor plans and specifications attached respectively hereto as Exhibit D and Exhibit E1-E2.
- 1.2 Date of Completion Due to other remodeling taking place within the Leased Premises, Landlord decided to construct the four (4) offices prior to the amendment being signed.
- 1.3 Payment Tenant shall pay Landlord a lump sum payment based on the actual costs of said work not to exceed sixteen thousand four hundred forty eight and no/100 dollars (\$16,448.00) upon satisfactory completion and within thirty (30) days following Tenant's receipt of a detailed invoice of such actual costs from Landlord and after Amendment 2 of the Lease is executed.

- 1.4 Billing Address Landlord shall mail or personally deliver the detailed invoice to Tenant at the following address:

Office of Financial Management, Payable
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899

- 1.5 Payment Address Tenant shall mail or deliver the payment set forth above to Landlord at the following address:

Griggs-Midway Building Corp
1821 University Ave
St Paul MN 55104

2. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

EXHIBITS:

Exhibit D Construction Floor Plan
Exhibit E1-E2 Construction Costs

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
GRIGGS MIDWAY BUILDING CORP.
Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.

By [Signature]
Title Project Manager
Date 5/10/18

By [Signature]
Title Project Manager
Date 5/10/18

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By [Signature]
Real Estate and Construction Services
Date 6/7/18

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By [Signature]
Title District Engineer
Date 5/4/18

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat §16A.15 and §16C.05.

By [Signature]
Date 05/01/18

SWIFT P.O. 3007365255
SWIFT Contract No. 107891

RECOMMENDED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By [Signature]
Contract Management
Date 6/6/19

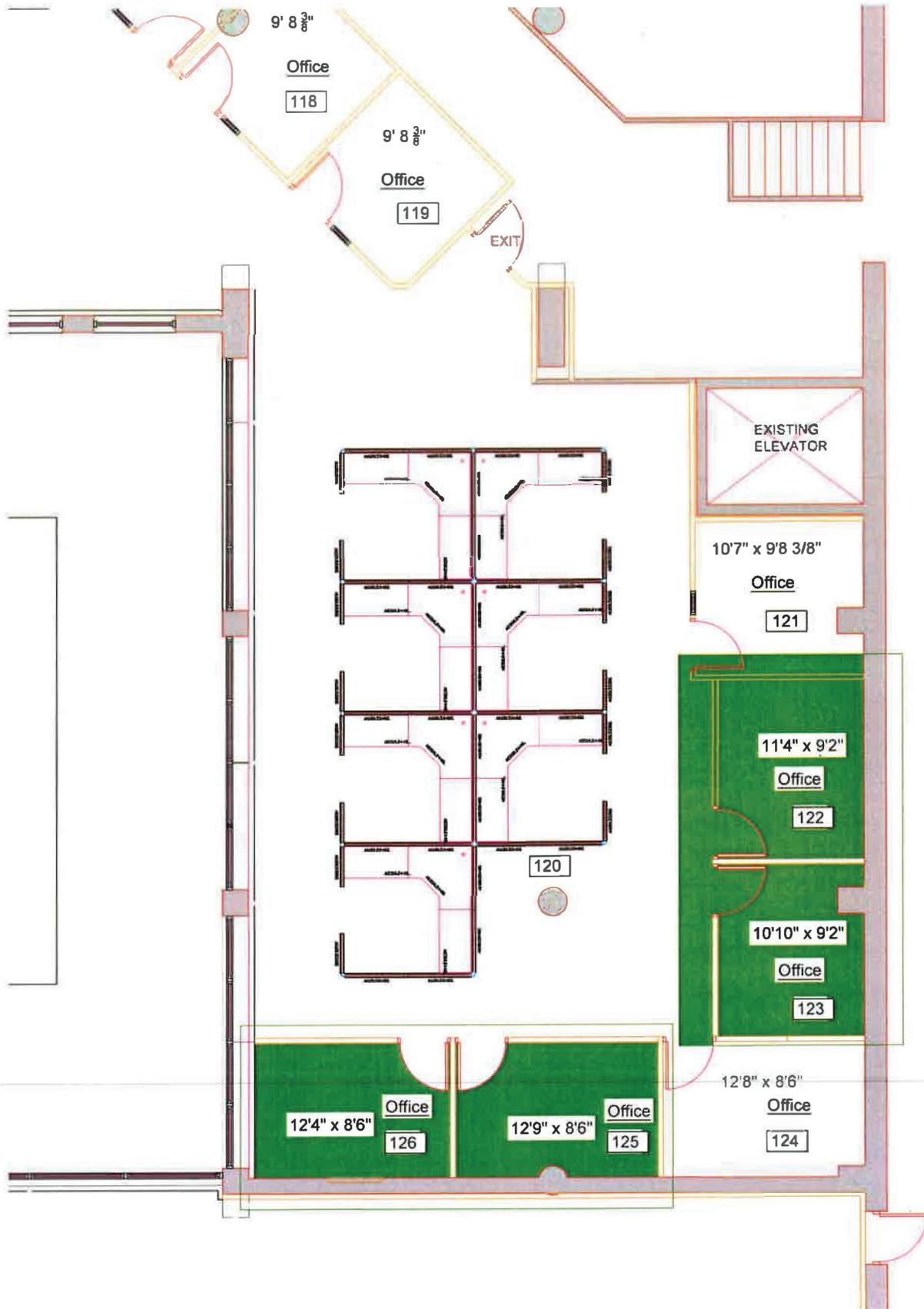


EXHIBIT D
EXHIBIT A ("Master Lease")

Nelson, Janis (ADM)

From: Nell McClung <nellmcclung@msn.com>
Sent: Tuesday, April 03, 2018 4:20 PM
To: Evavold, Michelle (DOT)
Cc: Jeff, Gloria (DOT); Goff, William (DOT); Knutson, Cyrus (DOT); Nelson, Janis (ADM)
Subject: Re: Price Quote needed
Attachments: Scan10001.PDF

Office Construction for 125 and 126

Including the following work:
Demolition of one wall 8'11"
Construction of 33'6" wall
One new door
Two sidelights
Two new outlets
Two new light fixtures
Two door knobs

Total \$7,598.00

Office Construction for 122 and 123

Including the following work
Construction of 34' of wall
Two new doors
Two sidelights
Three new outlets
Two new light fixtures
Two new door knobs

Total Costs \$8,590.00

We found that measurements were slightly different when we field measured the area. Please review the CAD drawing.

Let me know ASAP if we can get going right away we should be able to make the deadline.

Painting went well in the north end of the space today and just FYI carpet arrives on Thursday. All of my contractors are on site working on a large space in the 540 building so I can move them around to get this done.

Thank you

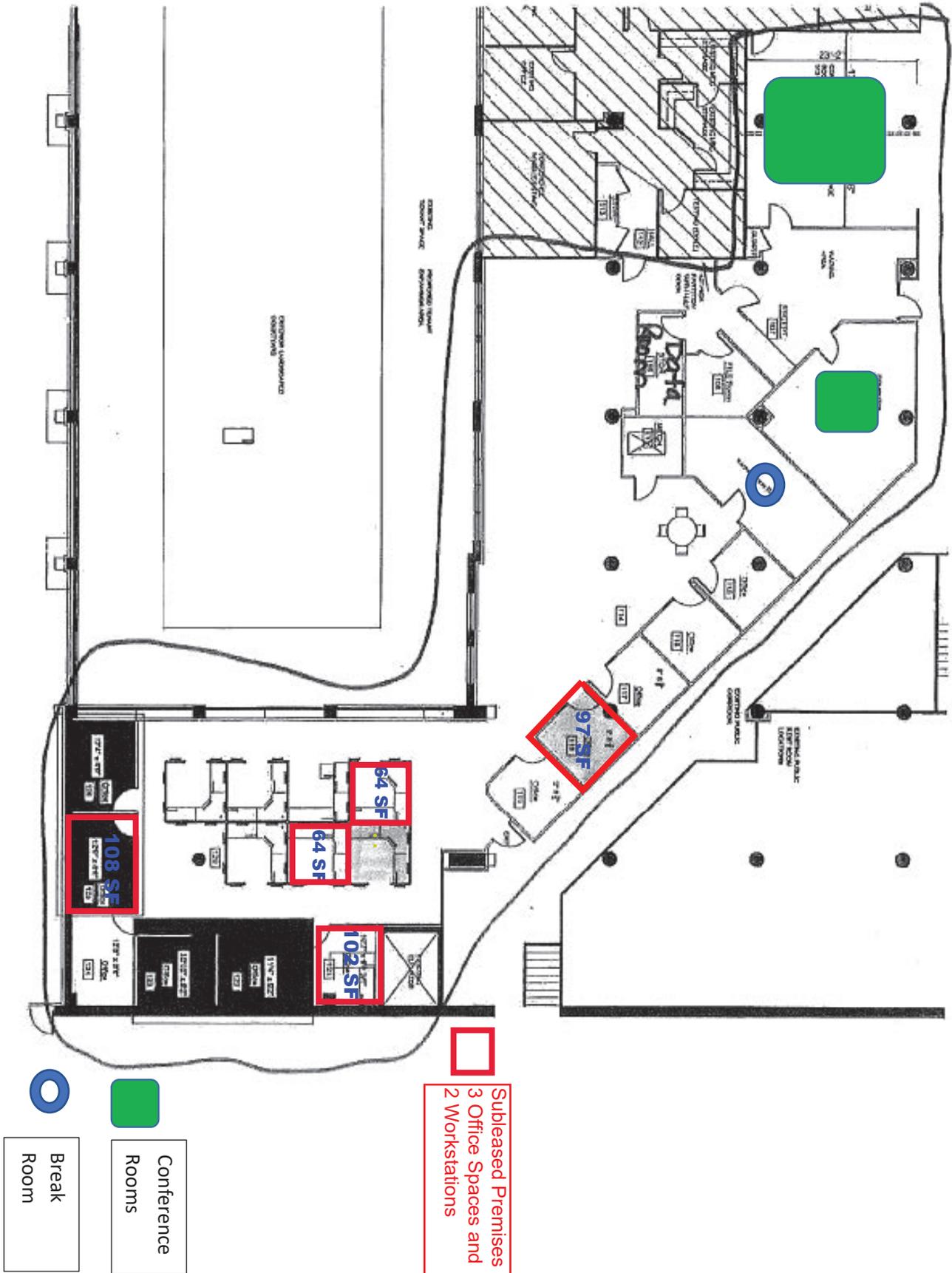


EXHIBIT B



**STATE OF MINNESOTA
INTERAGENCY CONTRACT**

Project Description: FIRST Netmotion VPN services using MN State Patrol Server

This Contract is between the Minnesota Department of Transportation (“MnDOT”) and the Department of Public Safety/Minnesota State Patrol (“DPS/MSP”).

Contract

1. Term of Contract; Incorporation of Exhibits

- 1.1 Effective Date: This Contract 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 Contract will expire on 06/30/2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibit A is attached and incorporated into this Contract.

2. Scope of Work

- 2.1 This entire scope of work falls under Activity Code 1501.
- 2.2 This agreement will allow MnDOT access and use of the DPS State Patrol’s NetMotion VPN (Virtual Private Network) services to access the Mobile for Public Safety (MPS) program. The service will be primarily used by MnDOT’s First Response vehicles.

3. Consideration and Payment

- 3.1 MnDOT will pay DPS \$5,040.00 when invoiced annually on July 1 for five years.
- 3.2 DPS must submit invoices electronically for payment, using the format set forth in Exhibit A.
- 3.3 The total obligation of MnDOT for all compensation and reimbursements to DPS under this Contract will be \$25,200.00.

4. Conditions of Payment

- 4.1 All services provided by MSP under this Contract must be performed to MnDOT’s satisfaction, as determined at the sole and reasonable discretion of MnDOT’s Authorized Representative.
- 4.2 MnDOT will promptly pay all valid obligations under this Contract as required by Minnesota Statutes §16A.124. MnDOT will make undisputed payments no later than 30 days after receiving DPS invoices for services performed. If an invoice is incorrect, defective or otherwise improper, MnDOT will notify DPS within 10 days of discovering the error. After MnDOT receives the corrected invoice, MnDOT will pay DPS within 30 days of receipt of such invoice.
- 4.3 MSP will submit an invoice to MnDOT utilizing SWIFT and MnDOT will remit payment to MSP using SWIFT’s bilateral netting process, such invoice to include all required supporting documentation. The invoice will not be considered “received” within the meaning of Minnesota Statutes § 16A.124 until the invoice and supporting documents are received by MnDOT’s Metro District Accounts Payable office at MetroWEAccountsPayable.DOT@state.mn.us.

5. Contract Personnel

5.1 MnDOT's Authorized Representative will be:

Name/Title: John McClellan, Project Manager or successor
MnDOT - Metro/RTMC
Street Address: 1500 West County Road B-2
City State Zip: Roseville, MN 55113
Telephone: (651) 234-7025
Email: John.McClellan@state.mn.us

5.2 DPS/MSP's Authorized Representative will be:

Name/Title: Dawn Quirk, Headquarters Supervisor, or successor
Name of Agency: Minnesota Department of Public Safety
Street Address: 445 Minnesota Street
City State Zip: St. Paul, MN 55101
Telephone: (651) 201-7107
Email: Dawn.Quirk@state.mn.us

6. Amendments

6.1 Any Amendment to this Contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Contract, or their successors in office.

7. Liability

7.1 Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

8.1 Either party may terminate this Contract at any time, with or without cause, upon 15 days' written notice to the other party.

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DPS

DocuSigned by:
 By: Matthew Langer
 Title: _____
 Date: 6/29/2020

COMMISSIONER OF TRANSPORTATION

By: _____
 Title: _____
 Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: _____
 Date: _____

SWIFT Contract # 179155

SWIFT Purchase Order # 3000542473

MNDOT CONTRACT MANAGEMENT

By: _____
 Date: _____

INVOICE NO. _____
 Estimated Completion: []%
 Final Invoice? Yes No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to MetroWEAccountsPayable.DOT@state.mn.us

MnDOT Contract Number: 1044359
 Contract Expiration Date: June 30, 2025
 SP Number: N/A TH Number: N/A

Billing Period: From _____ to _____
 Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Fiscal Year 2021 Amount:	\$ 5,040.00			
2. Fiscal Year 2022 Amount:	\$ 5,040.00			
3. Fiscal Year 2023 Amount:	\$ 5,040.00			
4. Fiscal Year 2024 Amount:	\$ 5,040.00			
5. Fiscal Year 2025 Amount:	\$ 5,040.00			
Net Earning Totals:	\$25,200.00			
Total Amount due this invoice:				\$

Contractor: Complete this table when submitting an invoice for payment

Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1501			
Total**			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this invoice. I understand that this invoice is subject to audit.

Contractor: **Department of Public Safety/Minnesota State Patrol, (DPS/MSP)**

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

STATE OF MINNESOTA

LEASE

LEASE NO. **12326-A**
MNDOT Contract Number 1044373

THIS LEASE is made by and between the State of Minnesota, Department of Administration, acting for the benefit of the Department of Transportation, hereinafter referred to as Landlord, and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant, acting for the benefit of the Department of Public Safety; Driver and Vehicle Services.

WHEREAS, the Commissioner of Administration is empowered by Minn. Stat. §16B.24, subd. 6, to lease state owned property;

NOW THEREFORE, Landlord and Tenant, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree each with the other as follows.

1. **LEASED PREMISES** Landlord grants and Tenant accepts the lease of the following described land and buildings located in the City of Plymouth, County of Hennepin, Minnesota 55447. A tract of land containing approximately 17.9 acres ("Land") and the buildings ("Buildings"), as described below and shown on the attached Exhibit A, with a street address of 2455 Fernbrook Lane; comprised of the following:

<u>Leased Premises</u>	<u>Square Footage</u>	<u>Exhibit</u>
Main Driver Vehicle Facility ("Facility")	6,130	B
Shed	179	C
Roads	232,681	D
Parking Lots	51,003	E

The Land and the Buildings collectively shall hereinafter be referred to as the Leased Premises ("Leased Premises").

2. **USE** Tenant shall use and occupy the Leased Premises only as a driver and vehicle exam station and related activities.
3. **TERM** The term of this Lease is five (5) years, commencing July 1, 2020 and continuing through June 30, 2025 ("Lease Term").

4. **RENT**

4.1 **Rent Payment** As rent for the Leased Premises and in consideration for all covenants, representations and conditions of the Lease, Tenant shall pay Landlord for the Lease Term the sum of fifty one thousand and no/100 dollars (\$51,000.00) payable in equal monthly payments of eight hundred fifty and no/100 dollars (\$850.00).

4.2 **Rent Adjustment Statement** Landlord and Tenant acknowledge they are parties to Lease 11800-A for the rental of the Leased Premises through June 30, 2020 ("Current Lease"). Pursuant to Section 4.3 of the Current Lease, Landlord is required to provide Tenant a Rent Adjustment Statement no later than September 1, 2020. Landlord agrees to provide a final Rent Adjustment Statement for the Current Lease no later than September 1, 2020 and Landlord and Tenant agree to comply with the terms and conditions of Paragraph 4.3 of the Current Lease as full and final settlement of the Current Lease

4.3 **Rent Billing Address** All original bills and statements from Landlord to Tenant shall be mailed or personally delivered to:

Accounts Payable
Department of Public Safety
445 Minnesota St #126
St Paul MN 55101-5126

4.4 **Rent Payment Address** Tenant agrees to pay Landlord the monthly rent set forth above at the end of each calendar month and mail or deliver said payments to:

Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899

4.5 Landlord represents and warrants that it is solely entitled to all rents payable under the terms of this Lease.

5. **TERMINATION**

5.1 **Funding** In the event that the Minnesota State Legislature does not appropriate to the Department of Public Safety funds necessary for the continuation of this Lease, or in the event that Federal Funds necessary for the continuation of this Lease are withheld for any reason, this Lease may be terminated by Tenant upon giving thirty (30) days written notice.

5.2 Any Reason Notwithstanding Section 5.1 above, this Lease may be terminated by Tenant for any reason at any time upon giving number sixty (60) days prior written notice to Landlord.

6. **SURRENDER OF LEASED PREMISES** Landlord and Tenant hereby agree that at the expiration or earlier termination of this Lease or extension thereof:

6.1 Personal Property Any equipment and furniture, including, but not limited to, moveable partitions, modular workstations, shelving units, projection screens, audio-video equipment and/or any program equipment (hereinafter referred to as "Personal Property"), whether attached to the Leased Premises by Landlord or by Tenant, shall remain the property of Tenant. Tenant shall remove its Personal Property, vacate and surrender possession of the Leased Premises to Landlord in as good condition as when Tenant took possession, ordinary wear, tear and damage by the elements excepted.

6.2 Alterations, Additions and Improvements

a. All alterations, additions or improvements made to or installed upon the Leased Premises, whether paid for by Landlord or Tenant, including, but not limited to: walls, floor and wall coverings, supplemental heating, cooling and/or ventilation equipment, fire protection, and security systems, including key pads, cypher locks, which in any manner are attached to the Leased Premises, shall remain the property of Landlord, and shall be surrendered with the Leased Premises as a part thereof with no further responsibility or obligation for removal by Tenant.

b. If requested by Tenant and upon prior approval of Landlord, Tenant may remove any alteration, addition or improvement as set forth in Section 6.1 a. above.

6.3 Low Voltage Cabling All low voltage cabling, including but not limited to voice, data, security system cabling installed by Tenant or by Landlord on behalf of Tenant shall remain a part of the Leased Premises unless Tenant, in its sole discretion, elects to remove said cabling.

7. **TENANT REQUESTED ALTERATIONS**

7.1 In the event Tenant desires to remodel, make alterations, additions, and/or changes and request design services (hereinafter, "Alterations") to the Leased Premises, and it is determined that the Alterations are at Tenant's expense, Tenant shall obtain Landlord's written approval for such Alterations and such Alterations shall be arranged through Landlord as follows:

a. Upon Tenant's request, Landlord shall provide Tenant up to three (3) written cost estimates from Landlord's vendors for desired Alterations. Landlord or Landlord's agent/management company shall not include supervision fees as a part of the cost of Alterations.

- b. Alterations shall be documented and authorized in advance according to the applicable cost level, as follows:
- (i) Alterations totaling \$2,500.00 or less shall be set forth in and authorized by Tenant in Tenant's signed Purchase Order which shall be submitted to Landlord.
 - (ii) Alterations totaling \$2,500.01 through \$8,000.00 shall be set forth in and authorized by Tenant in a signed Remodeling Request Memo, which shall be submitted to Landlord.
 - (iii) Alterations of \$8,000.01 or more shall be set forth and authorized by Landlord and Tenant by way of an executed Amendment to the Lease.

7.2 Upon completion of the Alterations, Landlord shall pay the appropriate vendor(s), and Tenant shall reimburse Landlord within thirty (30) days following receipt of a detailed invoice from Landlord.

8. **DUTIES OF TENANT** Except as otherwise provided herein, Tenant, at its sole cost and expense, shall:

- 8.1 Maintain in working condition all appurtenances within the scope of this Lease, including the maintenance of proper plumbing, wiring, heating (and, where applicable, cooling) devices and ductwork at its cost and expense.
- 8.2 Make such necessary repairs so as to continue to provide all such service appurtenances as are required by this Lease, including any improvements to the Leased Premises.
- 8.3 Hire a property management company if desired.
- 8.4 Bear the cost of heat, electricity, air conditioning, gas, fiber, sewer and water.
- 8.5 Bear the cost of janitorial services, including window washing and related supplies.
- 8.6 Bear the cost of trash and recycling services.
- 8.7 Provide and maintain adequate exterior lighting in the parking lots, roads of the Leased Premises, and building entrance/exits. Replace ballasts, starters and bulbs.
- 8.8 Allow access to the Leased Premises by Landlord or its authorized representatives at any reasonable time during the Lease Term for any purpose within the scope of this Lease.
- 8.9 Observe reasonable precautions to prevent waste of heat, electricity, water, air conditioning, any other utility or any service.

- 8.10 Promptly remove debris from grounds, walkways and parking lots.
 - 8.11 Provide snow removal to the Leased Premises, including sidewalks and pedestrian routes.
 - 8.12 Perform lawn mowing, proper disposal of grass clippings, leaves, litter, and irrigation.
 - 8.13 Maintain and provide security services in accordance with a schedule established by Tenant;
 - 8.14 Tenant shall not use the Leased Premises at any time for any purpose forbidden by law. The laws of the State of Minnesota shall govern this Agreement.
 - 8.15 Tenant shall not sublease, transfer, assign or allow any other person or entity operating rights to the Leased Premises other than other State of Minnesota entities under this Agreement without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed.
9. Energy Conservation In the event any kind of energy conservation measures are enacted by State or Federal authority, it is hereby agreed that Tenant shall reduce the quantity of utilities and services as may be specifically required by such governmental orders or regulations. Utilities within the meaning of this article include heat, cooling, electricity, water and all the sources of energy required to provide said service.
10. Disability Access Guidelines Tenant agrees to provide and maintain the Leased Premises and the Buildings of which the Leased Premises are a part with accessibility and facilities for persons with disabilities meeting code requirements, including, but not limited to: Title II and III of the American with Disabilities Act (ADA), all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with said property.
11. **INSURANCE**
- 11.1 Landlord and Tenant agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof.
- 11.2 Tenant agrees that Landlord assumes by this Lease no liability for loss of Tenant's personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever, except as may be attributed to Landlord's negligence, acts or omissions as determined by a court of law.
12. **DESTRUCTION** If the Leased Premises shall be destroyed or damaged by fire, tornado, flood, civil disorder or any cause whatsoever, so that the Leased Premises become untenable, or Tenant is unable to conduct its business, the rent shall be abated from the

time of such damage and Tenant shall have the option of terminating this Lease immediately or allowing Landlord such amount of time as Tenant deems reasonable to restore the damaged Leased Premises to a tenantable condition. Landlord will provide immediate verbal notice and thirty (30) days written Notice to Tenant from the date of the damage, of Landlord's intentions to restore, or not restore the Leased Premises.

13. **AUDIT** Pursuant to Minn. Stat. §16C.05, subd. 5, the books, records, documents and accounting procedures and practices of Landlord relevant to this Lease shall be subject to examination by the State and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Lease.
14. **SMOKING** Pursuant to Minn. Stat. §16B.24, subd. 9, Landlord and Tenant shall not permit smoking in the Buildings of the Leased Premises. In addition, Landlord and Tenant shall not permit e-cigarettes, vaping, or chewing tobacco in the Buildings of the Leased Premises.
15. **GOVERNMENT DATA PRACTICES ACT COMPLIANCE**
 - 15.1 Landlord must comply with the Minnesota Government Data Practices Act, Minn. Stat., Chapter 13, as it applies to all data provided by Tenant in accordance with this Lease and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Landlord in accordance with this Lease. The civil remedies of Minn. Stat. §13.08, apply to Landlord and Tenant.
 - 15.2 Minn. Stat., Chapter 13, provides that all government data are public unless otherwise classified. If Landlord receives a request to release the data referred to in this Clause, Landlord must immediately notify Tenant and consult with Tenant as to how Landlord should respond to the request. Landlord's response shall comply with applicable law, including that the response is timely and, if Landlord denies access to the data, that Landlord's response references the statutory basis upon which Landlord relied. Landlord does not have a duty to provide public data to the public if the public data is available from Tenant.
16. **EXECUTION IN COUNTERPARTS** The Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts of this Lease taken together shall constitute but one and the same Lease. Delivery of an executed counterpart of this Lease by facsimile or email or a PDF file shall be equally as effective as delivery of an original executed counterpart of this Lease.

17. **AUTHORIZED REPRESENTATIVES**

Tenant's Authorized Representatives are as follows:

Deb Carlson	Andrea Fasbender
DPS	DPS
445 Minnesota St #183	445 Minnesota St #183
St Paul MN 55101	St Paul MN 55101
Ph. #: 651-201-7624	Ph. #: 651-201-7666
debra.carlson@state.mn.us	andrea.fasbender@state.mn.us

Landlord's Authorized Representative is as follows:

Mark Pavelich
MnDOT
1500 West Co Rd B2
Roseville MN 55113
Ph. #: 651.234.7731
mark.pavelich@state.mn.us

18. **NOTICES**

18.1 All notices or communications between Landlord and Tenant shall be in writing and deemed to have been given upon the occurrence of one of the following methods of delivery to the address provided below.

- a. when personally delivered to the addressee, or
- b. when delivered by email to the following: mark.pavelich@state.mn.us, or
- c. on the second business day after sender has deposited the registered or certified mailing with the US Postal Service, or
- d. one (1) business day after deposited with an overnight courier service.

18.2 Mailing Addresses:

Landlord:
Financial Operations
Department of Transportation
395 John Ireland Blvd MS 215
St Paul MN 55155-1899
mark.pavelich@state.mn.us

Tenant:
Department of Administration
Real Estate and Construction Services
50 Sherburne Ave, Room 309
St Paul MN 55155

EXHIBITS:

Exhibit A	Leased Premises
Exhibit B	Main Driver Vehicle Facility
Exhibit C	Shed
Exhibit D	Roads
Exhibit E	Parking Lots

IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the Department of
Transportation

By *Prof. Waldrop, Lease Supervisor*
Real Estate and Construction Services

Date 06-30-2020

TENANT:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
acting for the benefit of the Department of
Public Safety

By *Prof. Waldrop, Lease Supervisor*
Real Estate and Construction Services

Date 06-30-2020
("Execution Date")

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

By Michael Digitally signed by Michael
Barnes Barnes
Date: 2020.06.30 14:11:29
-05'00'

Date _____

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF PUBLIC SAFETY

By *Larry Fernald*
Title CFO

Date 6/26/2020

MnDOT CONTRACT MANAGEMENT

By Ryan Digitally signed
Title Gaulke by Ryan Gaulke
Date 2020.06.30
14:21:35 -05'00'

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds are encumbered as required by
Minn. Stat. §16A.15 and §16C.05.

By *Ash Sh*
Date 26 June, 2020

SWIFT P.O. FY21

Contract No. 179235

LEASED PREMISES



MAIN DRIVER VEHICLE FACILITY

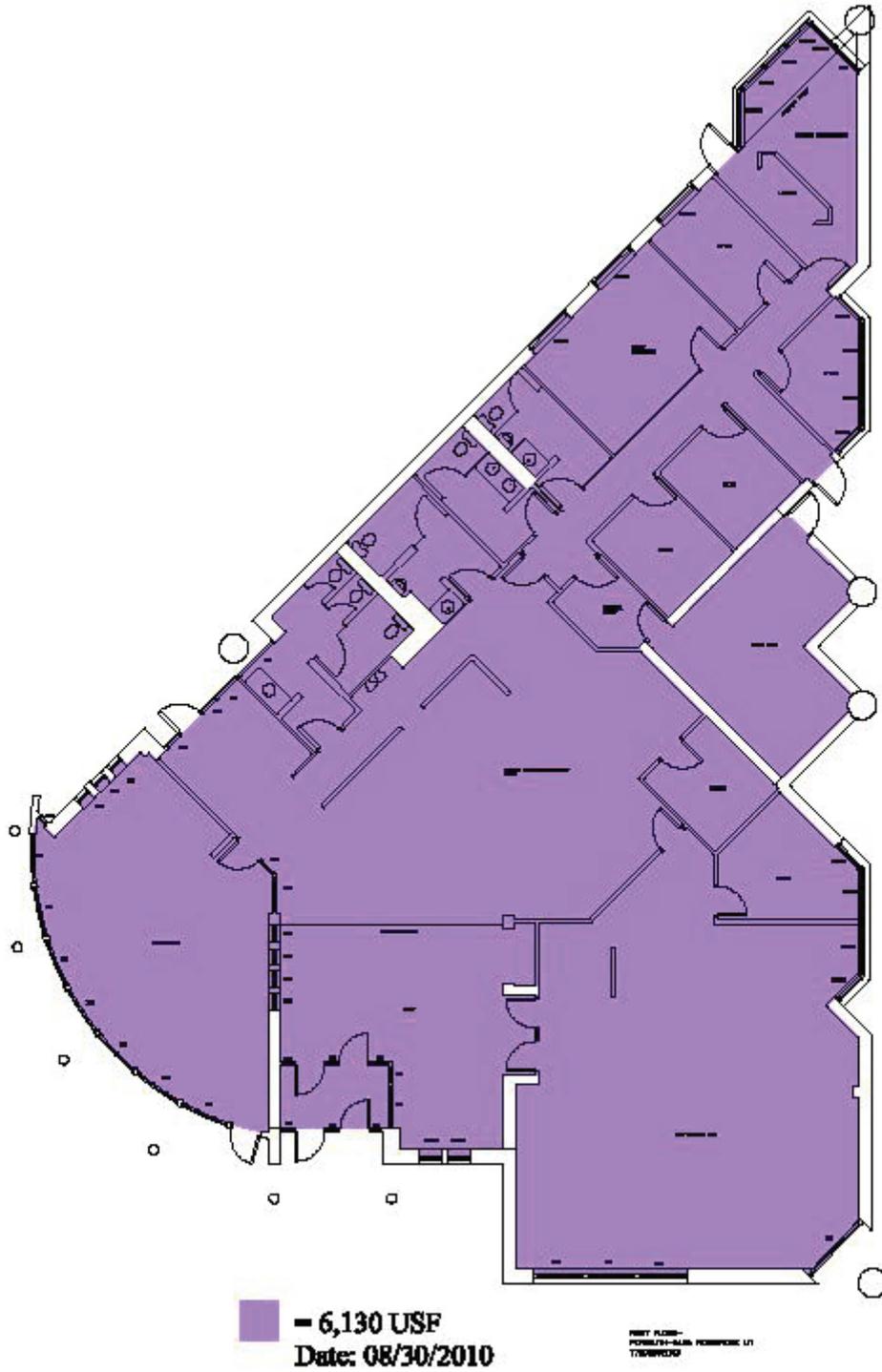
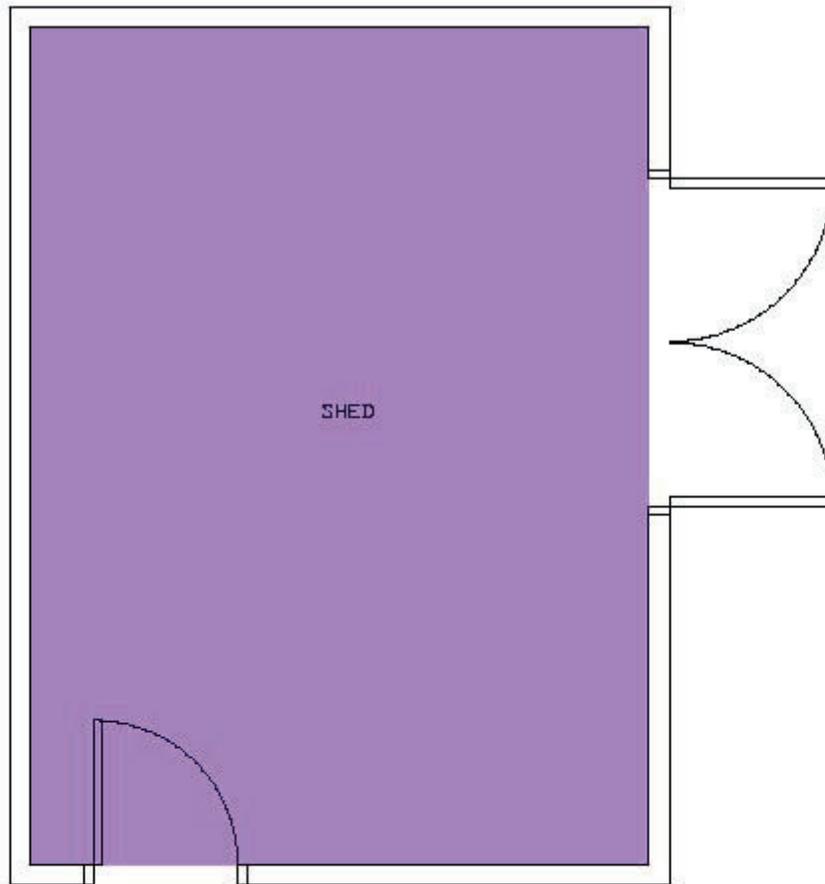


EXHIBIT B

SHED

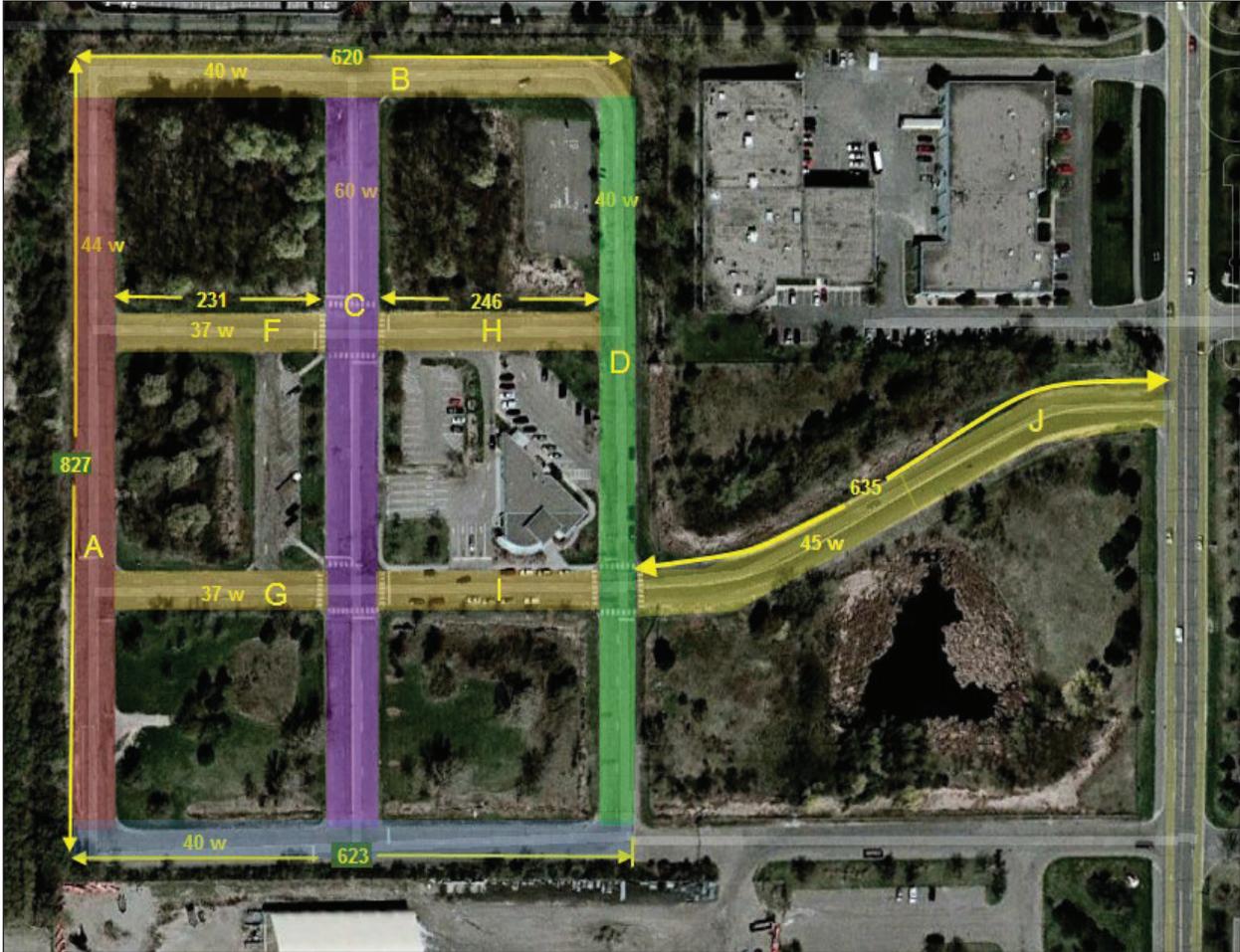


= 179 USF

Date: 08/30/2010

FIRST FLOOR—
PLYMOUTH—2455 FERNBROOK LN
T7900092047

ROADS



PARKING LOTS





STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is by and between the OFFICE OF THE GOVERNOR and the DEPARTMENT OF TRANSPORTATION (agency).

Services

The OFFICE OF THE GOVERNOR agrees to provide:

- Policy advisors, communications specialists, public engagement specialists, constituent services caseworkers, and legal staff to work closely with each agency head and/or designees to support the work of both the agency and the Governor's Office related to each issue area as well as Federal affairs work to represent the funding and policy interests of the various state agencies in the nation's capital.

The Governor's Office will provide administrative and personnel oversight, with agencies having access to the staff as needed to achieve its goals.

Term of Agreement

Effective date: July 01, 2020

Expiration date: June 30, 2021

Consideration and Payment

Cabinet agencies will contribute funds to be used for salaries, fringe benefits, and operating expenses to help support work related to federal affairs, legislative and cabinet affairs staff, communications, constituent services, and legal staff.

The total obligation for the agency is \$166,250.00 for the fiscal year ending June 30, 2021. Fiscal year payment should be processed by July 15, 2020. Contributions were based on a number of factors including size of agency, time spent on agency-related issues, federal dollars received, and previous contributions.

Conditions of Payment

All services provided by the Office of the Governor under this agreement must be performed to the satisfaction of the agency's Commissioner.

Authorized Representative

The Office of the Governor's Authorized Representative is Amanda Simpson, Chief Operating Officer. The agency's Authorized Representative is the Commissioner.

Amendments

Any amendment to this agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original agreement, or their successors in office.

Liability

Each party will be responsible for its own acts and behavior and the results thereof.

Termination

Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

AUTHORIZED SIGNATURES

MnDOT
Agency Signature

MnDOT Contract Management
(For form and Execution)

By: Scott R Peterson Digitally signed by Scott R Peterson
Date: 2020.06.29 08:54:35 -05'00'

By:

Title: _____

Date:

Date: _____

Office of the Governor Signature

By: Amanda M. Simpson

Title: COO

Date: 6.27.20

STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT

Project Description: Removal of blowdown wood - fire hazard- DNR-Forestry Division will manage the contract with the logger MnDOT will receive payment for our wood stumpage

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184 between the state of Minnesota acting through its Commissioner of Transportation ("MnDOT") and the Department of Minnesota Department of Natural Resources ("DNR") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits:

- 1.1. Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The DNR must not begin work under this Contract until ALL required signatures have been obtained and the DNR has been notified in writing to begin such work by MnDOT's Authorized Representative.
- 1.2. Expiration date: This Work Order Contract will expire on 6/30/2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Exhibits: Exhibits A and B are attached and incorporated into this Work Order Contract.

2. Nature of Work:

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
 Contract Administration
 Emergency Services
 Professional/Technical Services
 Roadway Maintenance

3. Scope of Work:

- 3.1. DNR will perform services under this Work Order summarized generally as follows: DNR will hire a logger for the removal of blowdown wood that is a fire hazard location is 1 mile east of Bagley on TH2 Rt 1 north side of road next to MNDOT truck station. MnDOT will be paid for the actual cost of the wood stumpage.

4. Items provided or completed by the Parties.

- 4.1. The following will be provided or completed by the DNR:
 - 4.1.1. Hiring and supervision of the logger.
 - 4.1.2. Payment to MnDOT of the actual cost of the stumpage.
- 4.2. The following will be provided or completed by MnDOT:
 - 4.2.1. Acceptance of the work at completion of the removal of blowdown wood.

5. Consideration of Payment:

- 5.1. DNR will pay MnDOT for stumpage an actual cost basis.
- 5.2. DNR's estimated payment to MnDOT is approximately \$3,000.00. See Exhibit B. The actual payment amount for the stumpage will be determined when the project is complete.

6. Terms of Payment:

- 6.1. MnDOT will create and enter an invoice in SWIFT.
 - 6.1.1. DNR will be invoiced and make a single payment at the completion of the project.
- 6.2. DNR will make payment using the bilateral netting process in SWIFT. Upon request of the DNR, MnDOT must provide documentation showing the actual costs incurred. The payment will reference the MnDOT Contract No. 1028184W11 and the SWIFT invoice number which is to be determined.
- 6.3. If the actual cost of the services exceeds the estimate an amendment to the work order contract will be executed.
- 6.4. Per Section 7.4 of the Master Partnership Contract;
 - 6.4.1. The DNR will pay MnDOT as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 6.4.2. Payment by the DNR.
 - 6.4.2.1. The DNR will make payment to the order of the Commissioner of Transportation.

7. DNR's Project Manager:

- 7.1. The DNR's Project Manager for this Work Order is:
 - Name: David Fraundorf or successor.
 - Title: Forestry Specialist
 - Name of Agency: DNR
 - Billing Address: 36452 State 92
 - City State Zip: Bagley MN 56621
 - Telephone: 218-694-2146
 - Email: david.fraundorf@state.mn.us
- 7.2. The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8. State's Project Manager:

- 8.1. MnDOT's Project Manager, for this Work Order is:
 - Name: Donald Nosbisch or successor.
 - Title: Transportation Operations Supervisor
 - MnDOT - MnDOT District 2
 - Street Address: 3920 Highway 2 West MS 020
 - City State Zip: Bemidji, MN 56601
 - Telephone: 218-755-6537
 - Email: Donald.Nosbisch@state.mn.us
- 8.2. MnDOT's Project Manager is responsible for overseeing MnDOT's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

9. Termination.

- 9.1. Termination by MnDOT or DNR. The DNR, MnDOT or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, MnDOT will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 9.2. Termination for Insufficient Funding. If MnDOT is the DNR, MnDOT may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to

payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT must provide the DNR notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

10. Additional Provisions

10.1. NONE

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DNR

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: 
Title: Director
Date: 6/20/19

By: _____
Title: _____
Date: _____

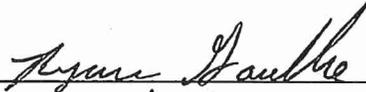
COMMISSIONER OF TRANSPORTATION

By: William Pirkl Digitally signed by William Pirkl
Date: 2019.06.10 07:46:06 -05'00'

Title: District Engineer or Assistant District Engineer

Date: _____

COMMISSIONER OF ADMINISTRATION

By: 
Date: 6/11/2019

Date: _____

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR ROADWAY MAINTENANCE

STANDARD TERMS FOR EMERGENCY SERVICES

1. The DNR will furnish personnel, equipment, materials, and services as requested by MnDOT to assist with responding to or recovering from an emergency (whether declared or undeclared).
2. Services under this category may include services from any or all of the other three categories, including professional/technical services such as bridge and structure inspections and designs of emergency or permanent repairs.
3. The DNR will keep a strict accounting of time, materials, and equipment usage as directed by MnDOT, and as necessary to obtain reimbursement of emergency costs from federal and state sources.

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Berndt, Susan J (DOT)

From: Fraundorf, David (DNR)
Sent: Wednesday, June 5, 2019 10:43 AM
To: Nosbisch, Donald (DOT)
Subject: RE: Bagley wood

Hey,

I just talked with my supervisor. He said there wouldn't be a fee from the DNR. So with a base stumpage price of 20\$/cd at 150 cds that would be \$3000. However, we won't know the exact number until after the sale is cut because it will be based off of what is scaled at the mill.

David Fraundorf

Field Forester | Division of Forestry

Minnesota Department of Natural Resources

36452 State 92
Bagley, MN 56621
Phone: 218-694-2146
Fax: 218-694-2945
Email: david.fraundorf@state.mn.us
mndnr.gov



From: Nosbisch, Donald (DOT)
Sent: Wednesday, June 05, 2019 10:17 AM
To: Fraundorf, David (DNR) <david.fraundorf@state.mn.us>
Subject: RE: Bagley wood

Approximately how much money would we get after the DNR fees?

From: Fraundorf, David (DNR)
Sent: Wednesday, June 5, 2019 8:31 AM
To: Nosbisch, Donald (DOT) <donald.nosbisch@state.mn.us>
Subject: RE: Bagley wood

Rough estimate is 150 cords of aspen.

David Fraundorf

Field Forester | Division of Forestry

Minnesota Department of Natural Resources

36452 State 92
Bagley, MN 56621

STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT

Project Description: Bridge 3459 Design

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184 between the state of Minnesota acting through its Commissioner of Transportation ("State") and the Department of Department of Natural Resources ("DNR") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits:

- 1.1. Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The DNR must not begin work under this Contract until ALL required signatures have been obtained and the DNR has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. Expiration date: This Work Order Contract will expire on June 30, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Exhibits: Exhibit A to C are attached and incorporated into this Work Order Contract.

2. Nature of Work:

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
 Contract Administration
 Emergency Services
 Professional/Technical Services
 Roadway Maintenance

3. Scope of Work:

- 3.1. The State will perform services under this Work Order summarized generally as follows: The State will hire a Consultant to provide bridge design described in Exhibit B, Scope of Work.

4. Items provided or completed by the Parties.

- 4.1. The following will be provided or completed by the DNR: DNR will Pay MnDOT invoice for the bridge design services.
- 4.2. The following will be provided or completed by MnDOT: MnDOT will be administering the contract and coordinate the design project with a consultant.

5. Consideration of Payment:

- 5.1. The DNR will pay for all services performed by the State's consultant on an actual cost basis. See Exhibit C.
- 5.2. The DNR's obligation for all compensation and reimbursements to the State is \$40,262.42.

6. Terms of Payment:

- 6.1. MnDOT will create and enter an invoice in SWIFT.
 - 6.1.1. DNR will be invoiced and make monthly payment for the actual costs of the bridge design services.
- 6.2. DNR will make payment using the bilateral netting process in SWIFT. Upon request of the DNR, MnDOT must provide documentation showing the actual costs incurred.

- 6.3. If the actual cost of the services exceeds the estimate an amendment to the work order contract will be executed.
- 6.4. Per Section 7.4 of the Master Partnership Contract;
 - 6.4.1. The DNR will pay MnDOT as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 6.4.2. Payment by the DNR.
 - i. The DNR will make payment to the order of the Commissioner of Transportation.
 - ii. IMPORTANT NOTE: Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the **MnDOT Invoice Number** shown on the invoice.
 - iii. Remit payment to the address below:
 - MnDOT
 - Attn: Cash Accounting
 - RE: MnDOT Contract Number 1028184W12 and Invoice Number TBD.
 - Mail Stop 215
 - 395 John Ireland Blvd
 - St. Paul, MN 55155

7. DNR's Project Manager:

- 7.1. The DNR's Project Manager for this Work Order is:
 - Name: Paul Ouren or successor.
 - Title: Principal Bridge Engineer
 - Name of Agency: DNR
 - Billing Address: 1601 Minnesota Drive
 - City State Zip: Brainerd, MN 56401
 - Telephone: 218-203-4387
 - Email: paul.ouren@state.mmn.us
- 7.2. The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8. State's Project Manager:

- 8.1. The State's Authorized Representative, for this Work Order is:
 - Name: Colleen Lichtsinn or successor.
 - Title: Contract Administrator
 - MnDOT - Bridge
 - Street Address: 3485 Hadley Avenue North
 - City State Zip: Oakdale, MN 55128
 - Telephone: 651-366-4483
 - Email: colleen.lichtsinn@state.mn.us
- 8.2. The State's Project Manager, for this Work Order is:
 - Name: Ed Lutgen or successor.
 - Title: Title of Project Manager
 - MnDOT - Bridge
 - Street Address: 3485 Hadley Avenue North
 - City State Zip: Oakdale, MN 55128
 - Telephone: 651-366-4507
 - Email: edward.lutgen@state.mn.us

The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

9. Termination.

- 9.1. Termination by the State or DNR. The DNR, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 9.2. Termination for Insufficient Funding. If the State is the DNR, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the DNR. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the DNR notice of the lack of funding within a reasonable time of the State's receiving that notice.

10. Additional Provisions

- 10.1. NONE

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DNR

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: Kent Selkman
Title: ADMINISTRATOR
Date: 8-19-19

By: _____
Title: _____
Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
Title: Assistant Division Director
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
Date: _____

Contract # 164921
PO # 3-159417
KSM 8/19/19.

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. MnDOT will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the MnDOT State Aid Division or on the MnDOT website, www.dot.state.mn.us
2. MnDOT will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. MnDOT will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of MnDOT to be performed may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve MnDOT from its primary responsibility for performance of the work.

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I. SCOPE OF WORK (All Source Type 1250)

State requests an analysis, conceptual design and prepare construction plans and specifications for rehabilitative repairs for the Baptism River Bridge at Tettegouche State Park.

II. WORK TASKS

Task 1; Project Administration and Meetings: Task includes internal meetings and project management as well as external project coordination, communication and anticipated meetings with Minnesota Department of Natural Resources (MnDNR) and State personnel. State will initiate, execute and administer the contract however primary point of contact and approvals will remain with the MnDNR with concept design and review input provided by State personnel. This task also includes time for discussions with State personnel to determine if all or portions of the determined rehabilitation work scope can be undertaken by State staff.

Task 2; Bridge Analysis and Conceptual Details: Task includes time to assess and prepare concept ideas and schematics for intended strengthening. Concepts to be assessed/considered involve strengthening work to the node U3 gussets as well as benefits of and methods of incorporating upper chord plane sway bracing between the trusses. Included is creation of concept details for review as well as associated analysis work/determination of design loading.

Task 3; Final Design, Plan Preparation, Specifications: Upon conclusion of Task 2 and agreement on concept to move forward, this task will proceed with preparation of the detailed design and construction plans for implementation. This task also includes preparation of technical specifications for material and construction requirements. (It is assumed front end bidding and contract provisions, should project bidding be necessary, would be prepared by others.) Anticipated plan/detail sheets to be developed are listed within the work task worksheet.

Task 4; Quality Management Procedures: Task includes on-going quality management, quality control for design and plan checking and quality assurance as the work progresses.

Schedule: All contract deliverables are due by October 22, 2019.

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CLASSIFICATION	HOURLY RATE	HOURS	DIRECT LABOR
1 PROJECT ENGINEER 1	\$ 66.00	22	\$ 1,452.00
2 PROJECT ENGINEER 2	\$ 62.00	85	\$ 5,270.00
3 PROJECT ENGINEER 4	\$ 35.00	90	\$ 3,150.00
4 TECHNICIAN 1	\$ 35.00	107	\$ 3,745.00
	TOTAL HOURS	304	
		DIRECT LABOR	\$ 13,617.00
		OVERHEAD 159.40%	\$ 21,705.50
		FIXED FEE 13.0%	\$ 4,591.92
		DIRECT EXPENSES	\$ 348.00
		CONTRACT TOTAL	\$ 40,262.42

DIRECT EXPENSES			
ITEM	QTY	RATE	TOTAL
Mileage	600	\$ 0.58	\$ 348.00
		TOTAL	\$ 348.00

TASKS	PROJECT ENGINEER 1	PROJECT ENGINEER 2	PROJECT ENGINEER 4	TECHNICIAN 1	Total Hours	
1 PROJECT ADMINISTRATION AND MEETINGS	14	26	2	1	43	
2 BRIDGE ANALYSIS AND CONCEPTUAL DESIGN		10	40	16	66	
3 FINAL DESIGN AND PLAN PREPARATION	4	25	40	90	159	
4 QUALITY MANAGEMENT	4	24	8		36	
	SUBTOTAL HOURS	22	85	90	107	304

AMENDMENT #01 TO MnDOT MASTER PARTNERSHIP #: 1028184W12.

Contract Start Date:	08/22/2019	Original Contract Amount:	\$40,262.42
Orig. Contract Exp. Date:	06/30/2020	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date :	12/31/2020	Current Amendment Amount:	\$0.00
		Current Contract Total: \$	\$40,262.42

Project Identification: Design Services for Tettegouche Trail Bridge Repair/Maintenance Bridge number 3459

This amendment is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184 between the state of Minnesota acting through its Commissioner of Transportation ("State") and the Department of Department of Natural Resources ("DNR") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Recitals

1. The State has a contract with the DNR identified as MnDOT Contract No. 1028184W12 ("Original Contract") to provide Design Services for Tettegouche Trail Bridge Repair/Maintenance Bridge number 3459.
2. The work in the Original Contract has not been completed. Additional time is needed.
3. The State and the DNR are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 1. "**Term of Contract**" is amended as follows:

- 1.1. Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The DNR must not begin work under this Contract until ALL required signatures have been obtained and the DNR has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. Expiration date: This Work Order Contract will expire on ~~June 30, 2020~~ December 31, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Exhibits: Exhibit A to C are attached and incorporated into this Work Order Contract.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

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DNR

The DNR certifies that the appropriate person(s) have executed the contract on behalf of the DNR as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____

Title: _____

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT

Project Description: Bridge 3459 Gusset Repair

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation Master Partnership Contract No. 1028184 between the state of Minnesota acting through its Commissioner of Transportation ("State") and the Department of Natural Resources ("Other Agency") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits

- 1.1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Other Agency must not begin work under this Contract until ALL required signatures have been obtained and the Other Agency has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on June 30, 2020 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibit A and B are attached and incorporated into this Work Order Contract.

2. Nature of Work

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
 - Contract Administration
 - Emergency Services
 - Professional/Technical Services
 - Roadway Maintenance

3. Scope of Work

- 3.1. The State will perform services under this Work Order summarized generally as follows:
The State will provide emergency bridge maintenance repair work on gusset plate U3' as defined in Exhibit A.

4. Items provided or completed by the Parties

- 4.1. The following will be provided or completed by the Other Agency: Other Agency will pay State for the bridge repair services.
- 4.2. The following will be provided or completed by State: State will complete Gusset Plate U3' Repair on bridge 3459.

5. Consideration of Payment

- 5.1. The Other Agency will pay for all services performed by the State on an actual cost basis. The cost is estimated in this contract in Exhibit B – Estimated cost of Services. Actual cost of the services will be invoiced.
- 5.2. The Other Agency's obligation for all compensation and reimbursements to the State is \$50,000.00.

6. Terms of Payment

- 6.1. State will create and enter an invoice in SWIFT.

IA Receivable Work Order – Actual Cost

- 6.1.1. Other Agency will be invoiced and make payment for the actual cost of the bridge repair work performed.
- 6.2. Other Agency will make payment using the bilateral netting process in SWIFT. Upon request of the Other Agency, State must provide documentation showing the actual costs incurred.
- 6.3. If the actual cost of the services exceeds the estimate an amendment to the work order contract will be executed.
- 6.4. Per Section 7.4 of the Master Partnership Contract;
 - 6.4.1. The Other Agency will pay State as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 6.4.2. Payment by the Other Agency.
 - i. The Other Agency will make payment to the order of the Commissioner of Transportation.
 - ii. **IMPORTANT NOTE:** Payment must reference the State Contract and Work Order Number shown on the face page of this contract and the State Invoice Number shown on the invoice.
 - iii. Remit payment to the address below:
 - MnDOT
 - Attn: Cash Accounting
 - RE: State Contract Number 1028184W13 and Invoice Number TBD.
 - Mail Stop 215
 - 395 John Ireland Blvd
 - St. Paul, MN 55155

7. Authorized Representatives

- 7.1. The Other Agency's Project Manager for this Work Order is:
 - Name: Paul Ouren or successor
 - Title: Principal Bridge Engineer
 - Name of Agency: DNR
 - Street Address: 1601 Minnesota Drive
 - City State Zip: Brainerd, MN 56401
 - Telephone: 218-203-4387
 - Email: paul.ouren@state.mn.us
- 7.2. The Other Agency's Project Manager for this Work Order is responsible for overseeing the Other Agency's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.
- 7.3. The State's Project Manager, for this Work Order is:
 - Name: Robert Ronning or successor
 - Title: District 1 Bridge Engineer
 - State - Bridge/ District 1/ Virginia
 - Street Address: 101 N Hoover Rd
 - City State Zip: Virginia, MN 55792
 - Telephone: 218-742-1078
 - Email: robert.ronning@state.mn.us
- 7.4. The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8. Termination

Other Agency

The Other Agency certifies that the appropriate person(s) have executed the contract on behalf of the Other Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: Kurt Rickman

Title: ADMINISTRATOR

Date: 10-31-19

Other Agency ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Kemi Montgomery

Date: 10/31/19

Swift Contract #: 168735

SWIFT PO #: 3-163220

COMMISSIONER OF TRANSPORTATION

By: [Signature]

Title: District Engineer or Assistant District Engineer

Date: 01 NOV 19

COMMISSIONER OF ADMINISTRATION

By: [Signature]

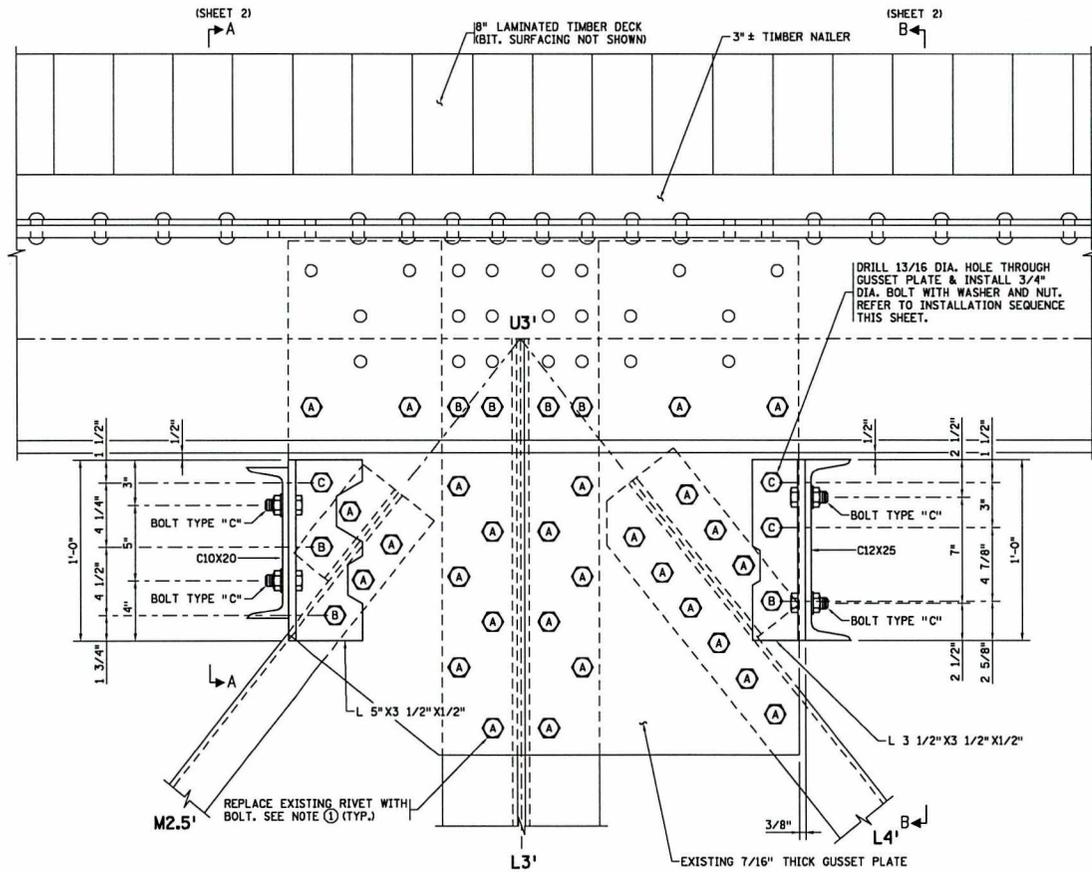
Date: 11/01/2019

- 8.1. **Termination by the State or Other Agency.** The Other Agency, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 8.2. **Termination for Insufficient Funding.** The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Other Agency. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Other Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Other Agency notice of the lack of funding within a reasonable time of the State's receiving that notice.

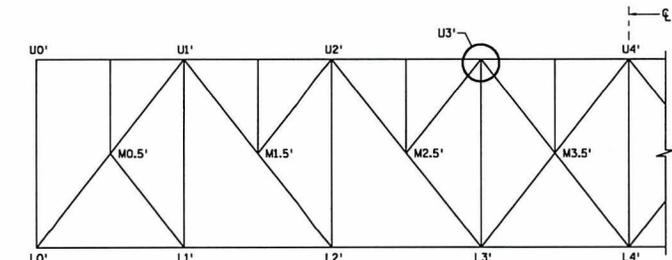
9. Additional Provisions

- 9.1. NONE

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WEST SIDE
GUSSET PLATE U3' (NORTH TRUSS) ②
 EAST SIDE
 (INTERIOR GUSSET PLATE SHOWN, EXTERIOR GUSSET PLATE OPPOSITE)



PARTIAL NORTH TRUSS ELEVATION
 (LOOKING UPSTREAM)

NOTES:

1. ALL STEEL SHALL CONFORM TO Mn/DOT SPEC. 3309.
2. ALL FASTENERS SHALL BE 3/4" DIA. A325 H.S. BOLTS UNLESS NOTED OTHERWISE.
3. NEW STEEL SHALL BE PAINTED IN ACCORDANCE WITH Mn/DOT SPEC. 2478.
4. HOLES IN EXISTING STEEL SHALL BE REAMED AS REQUIRED TO ACCEPT NEW 3/4" DIA. A325 H.S. BOLTS. MAXIMUM HOLE DIAMETER SHALL NOT EXCEED 13/16".
5. EXISTING HOLE SPACING SHOULD BE ACCURATELY FIELD MEASURED PRIOR TO DRILLING NEW ANGLES.
6. POWER TOOL CLEAN EXISTING SURFACES AND COAT WITH ZINC-RICH PRIMER PRIOR TO INSTALLATION OF NEW ANGLES.
7. FILL ANY CORROSION PITS OR GAPS FROM PLATE DISTORTION WITH SHERWIN WILLIAMS STEEL-SEAM FT910. OF NEW ANGLES.

INSTALLATION SEQUENCE

- A. REMOVE AND REPLACE RIVETS WITH HIGH STRENGTH BOLTS, NUTS & WASHERS ONE AT A TIME IN BOTTOM ROW OF BOTTOM CHORD AND IN VERTICAL AND DIAGONAL TRUSS MEMBERS THAT ARE NOT TO BE CONNECTED TO NEW STEEL. START WITH EXTERIOR GUSSET PLATE THEN PROCEED TO INTERIOR GUSSET PLATE. NEW A325 H.S. BOLTS SHALL BE FULLY TENSIONED BEFORE THE REMOVAL OF THE NEXT RIVET.
- B. BEGINNING ON WEST SIDE, REMOVE THE TWO RIVETS CONNECTING THE DIAGONAL U3'-M2.5' TO THE GUSSET PLATE ON BOTH THE EXTERIOR AND INTERIOR GUSSET PLATES.
- C. USING THE L5X3.5X1/2 ANGLE AS A TEMPLATE, MARK AND DRILL ONE HOLE IN EACH GUSSET PLATE AND TWO HOLES IN EACH ANGLE.
- D. APPLY SHERWIN WILLIAMS STEEL-SEAM FT910 AS REQUIRED TO FILL GAPS CAUSED BY DEFORMATION AND/OR CORROSION AND INSTALL NEW ANGLES USING NEW A325 H.S. BOLTS.
- E. USING THE C10X20 AS A TEMPLATE, MARK AND DRILL TWO HOLES IN THE C10X20.
- F. BOLT THE C10X20 TO ANGLES AS SHOWN.
- G. PROCEED TO EAST SIDE AND REMOVE THE RIVET CONNECTING THE DIAGONAL U3'-L4' TO THE GUSSET PLATE ON THE EXTERIOR AND INTERIOR GUSSET PLATES.
- H. USING THE L3 1/2X3 1/2X1/2 ANGLE AS A TEMPLATE, MARK AND DRILL TWO HOLES IN EACH GUSSET PLATE.
- I. APPLY SHERWIN WILLIAMS STEEL-SEAM FT910 AS REQUIRED AND INSTALL NEW ANGLES USING NEW A325 H.S. BOLTS.
- J. USING THE C12X25 AS A TEMPLATE, MARK AND DRILL TWO HOLES IN THE C12X25.
- K. BOLT TEH C12X25 TO ANGLES AS SHOWN.

KEY NOTES:

- ① REMOVE ONE EXISTING RIVET AND REPLACE WITH A 3/4" DIA. A325 H.S. BOLT AT A TIME. NEW 3/4" DIA. A325 H.S. BOLT SHALL BE TENSIONED BEFORE THE REMOVAL OF THE NEXT EXISTING RIVET. REFER TO STEP "A" IN INSTALLATION SEQUENCE ABOVE.
- ② EXISTING RIVET LOCATIONS AND SPACINGS WERE NOT FIELD VERIFIED. RIVET LOCATIONS AND SPACINGS WERE OBTAINED FROM THE 1922 SHOP DRAWINGS.

LEGEND:

Ⓐ = BOLT TYPE

MATERIALS FOR REPAIR AT 1 GUSSET PLATE LOCATION			
DESIGNATION	LENGTH	UNIT	TOTAL
C10X20	1'-6"	EACH	1
C12X25	1'-6"	EACH	1
L 5"X3 1/2"X1/2"	1'-0"	EACH	2
L 3 1/2"X3 1/2"X1/2"	1'-0"	EACH	2
2" LONG A325 BOLTS	NA	EACH	56
2 1/2" LONG A325 BOLTS	NA	EACH	14
2 1/4" LONG A325 BOLTS	NA	EACH	14
WASHER	NA	EACH	84
NUT	NA	EACH	84

GUSSET PLATE U3' BOLT SUMMARY		
BOLT TYPE	LENGTH	NUMBER
A	2"	56
B	2 1/2"	14
C	2 1/4"	14

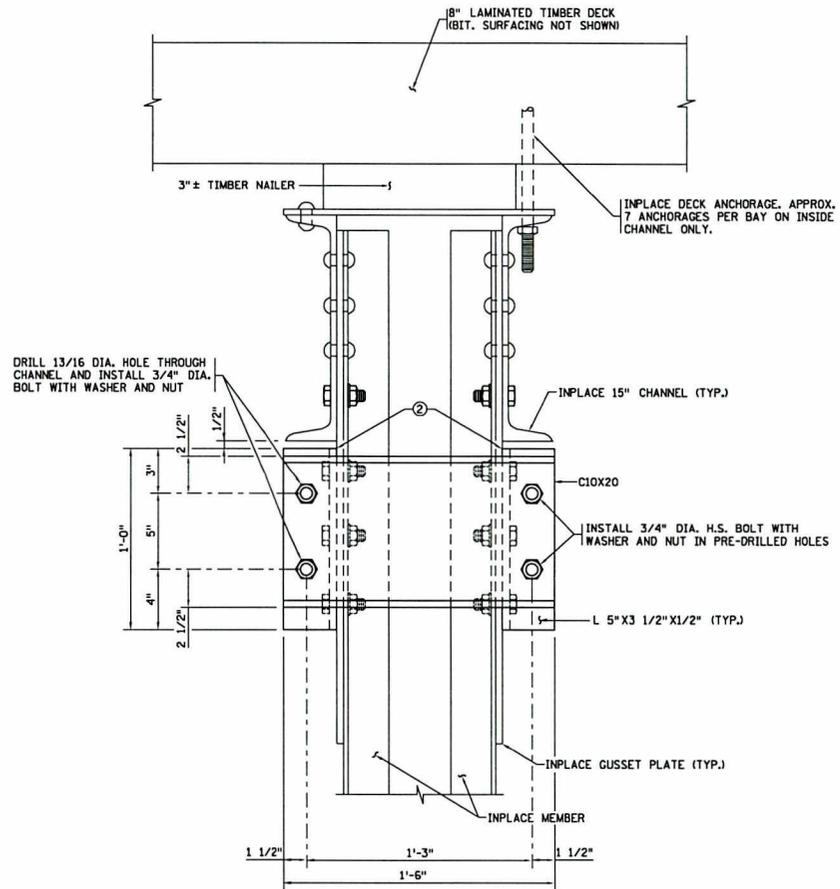
FOR REVIEW

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 NAME: JON W. SUTTER LIC. NO. DATE

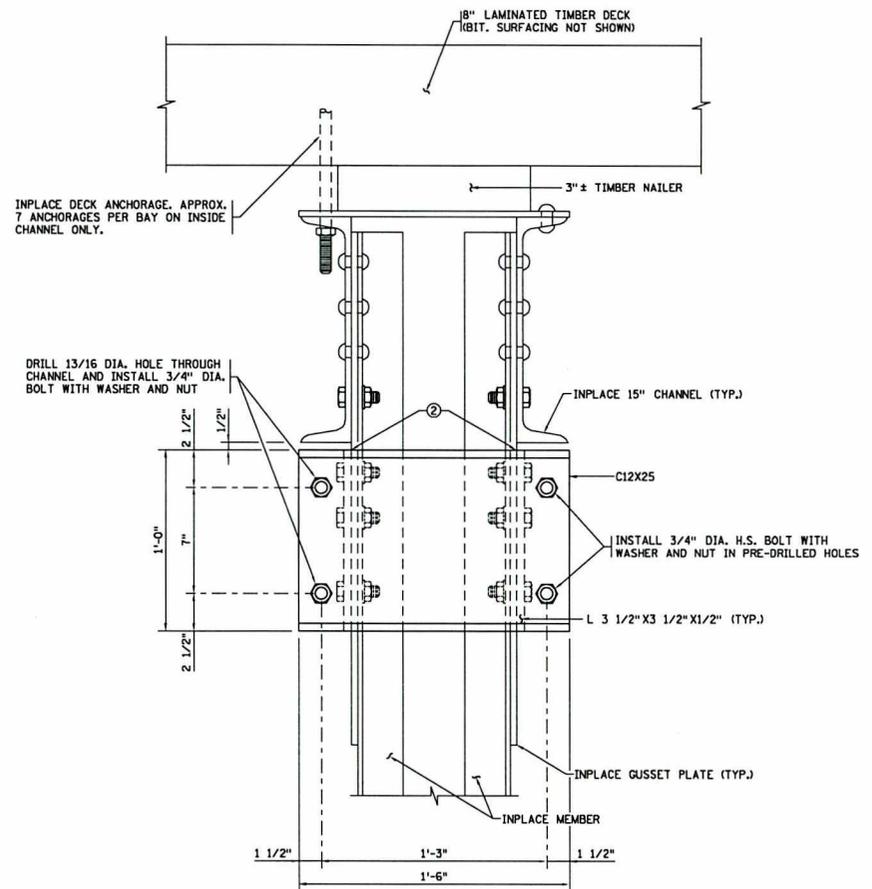
TITLE:
GUSSET PLATE U3' REPAIR DETAILS

DES: RAM DR: RAM APPROVED:
 CHK: JWS CHK: JWS
 SHEET NO. 1 OF 3 SHEETS

BRIDGE NO.
3459



VIEW A-A ①



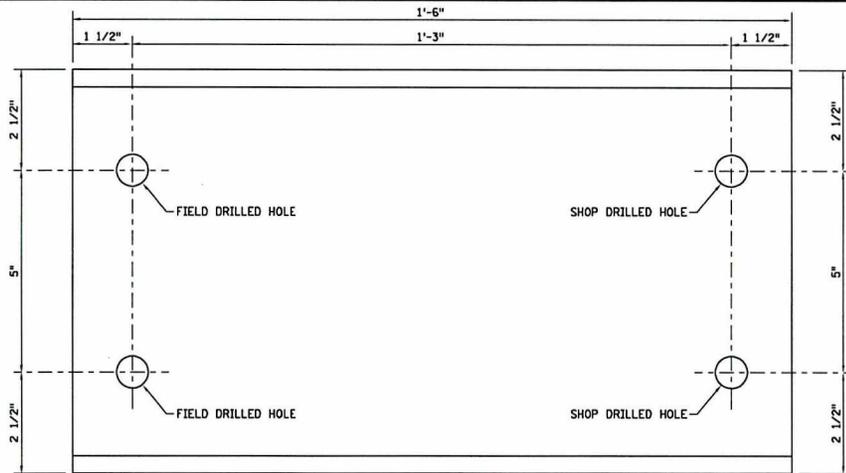
VIEW B-B ①

KEY NOTES:

- ① EXISTING RIVET LOCATIONS AND SPACINGS WERE NOT FIELD VERIFIED. RIVET LOCATIONS AND SPACINGS WERE OBTAINED FROM THE 1922 SHOP DRAWINGS.
- ② SEAL DEFORMED/WARPED SPACE BETWEEN GUSSET PLATE AND NEW ANGLES WITH SHERWIN WILLIAMS STEEL-SEAM FT910 EPOXY PATCHING AND SURFACING COMPOUND.

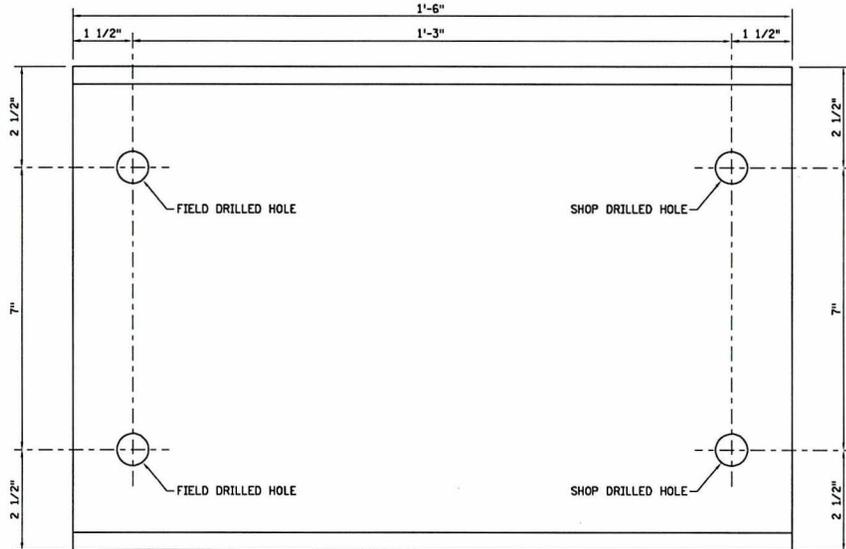
FOR REVIEW

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. NAME: <u>JOHN W. SUTTER</u> LIC. NO. _____ DATE: _____	TITLE: GUSSET PLATE U3' REPAIR DETAILS	DES: <u>RAM</u>	DR: <u>RAM</u>	APPROVED:	BRIDGE NO. 3459
		CHK: <u>JWS</u>	CHK: <u>JWS</u>		



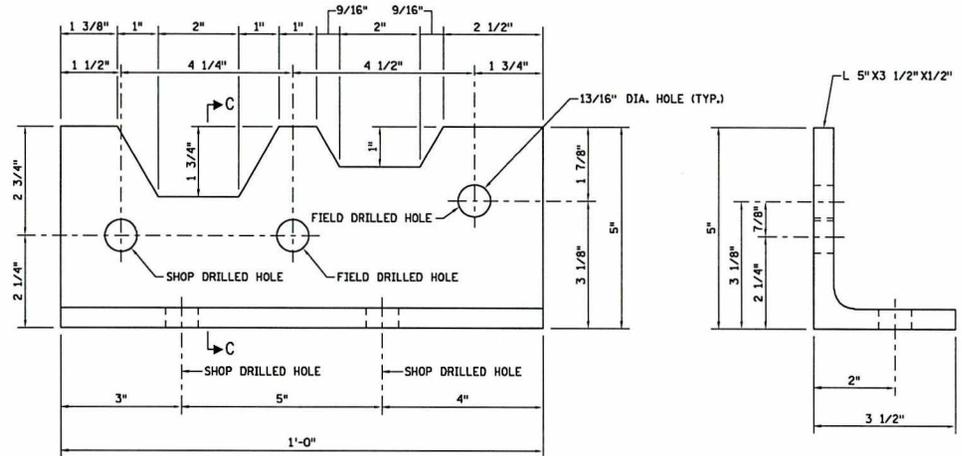
C10X20

- 2 THUS
- ALL HOLES SHALL BE 13/16" DIA.
- HOLES INDICATED TO BE FIELD DRILLED MAY BE SUBPUNCHED IN THE SHOP AND REAMED TO PROPER DIAMETER IN THE FIELD



C12X25

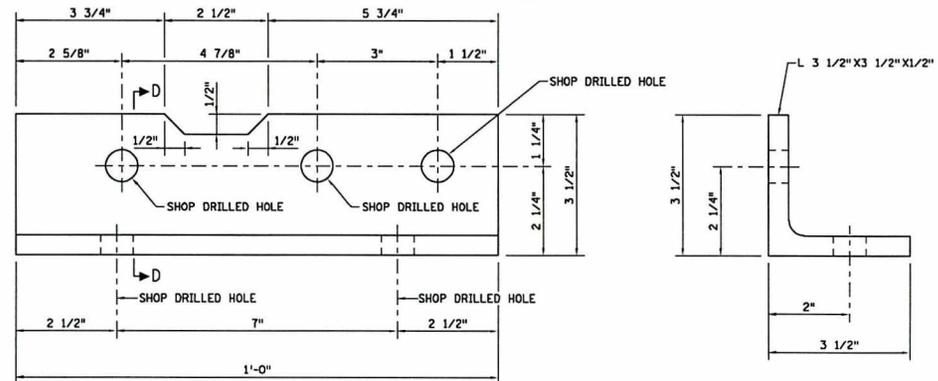
- 2 THUS
- ALL HOLES SHALL BE 13/16" DIA.
- HOLES INDICATED TO BE FIELD DRILLED MAY BE SUBPUNCHED IN THE SHOP AND REAMED TO PROPER DIAMETER IN THE FIELD



CLIPPED ANGLE (5" X 3 1/2" X 1/2")

- 1 THUS & 1 OPPOSITE
- ALL HOLES SHALL BE 13/16" DIA.
- HOLES INDICATED TO BE FIELD DRILLED MAY BE SUBPUNCHED IN THE SHOP AND REAMED TO PROPER DIAMETER IN THE FIELD

SECTION C-C



CLIPPED ANGLE (3 1/2" X 3 1/2" X 1/2")

- 1 THUS & 1 OPPOSITE
- ALL HOLES SHALL BE 13/16" DIA.
- HOLES INDICATED TO BE FIELD DRILLED MAY BE SUBPUNCHED IN THE SHOP AND REAMED TO PROPER DIAMETER IN THE FIELD

SECTION D-D

FOR REVIEW

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 NAME: JOHN W. SUTTER LIC. NO. DATE

TITLE: **GUSSET PLATE U3' REPAIR DETAILS**

DES: RAM	DR: RAM	APPROVED:	BRIDGE NO. 3459
CHK: JWS	CHK: JWS		
SHEET NO. 3 OF 3 SHEETS			

Partnership Proposal Reference					*4 Material Handling Fee					*5 Maint./Bill. Overhead		
Materials & Supplies	Unit	Rate	Total	Percent	Cost				%	Cost	Total M & S	
Bolts, nuts, and washers	1	\$ 674.10	\$ 674.10		\$ -				*7	*7	\$ 674.10	
Drill bits and pilots	1	\$ 562.20	\$ 562.20		\$ -				*7	*7	\$ 562.20	
Steel / Angles and C channel	1	\$ 1,400.00	\$ 1,400.00		\$ -				*7	*7	\$ 1,400.00	
Paint - all including steel seam	1	\$ 680.47	\$ 680.47		\$ -				*7	*7	\$ 680.47	
Tool / material contingency	1	\$ 2,000.00	\$ 2,000.00		\$ -				*7	*7	\$ 2,000.00	
Total Materials & Supplies			\$ 5,316.77								\$ 5,316.77	
Equipment Rental Item	Rate per oneway	Trips	Total							% Cost	Total Equip.	
Cooper Truck - Oakdale to Br	\$ 3,259.20	2	\$ 6,518.40						21.59%	\$ 1,407.32	\$ 7,925.72	
Refrigerator Truck - Oakdale to Br	\$ 121.80	2	\$ 243.60						21.59%	\$ 52.59	\$ 296.19	
Refrigerator Truck - Carlton to Br	\$ 47.56	10	\$ 475.60						21.59%	\$ 102.68	\$ 578.28	
Total Equipment Cost											\$ 8,800.20	
Contingency Costs	Amount										Total Cont.	
Contingency costs	\$ 1,616.77										\$ 1,616.77	
Total Consultants (Salaries)	\$ 1,616.77										\$ 1,616.77	
Employee - Job Class	Per Hour	*1 Hourly Rate	2*Basic Fringe Rate	*3 Labor Additive %	Labor Additive \$	Total Rate \$	Hours	Total Cost of Salaries	Percent	Cost	Total Empl.	
Cooper Driver	1.0	\$ 47.88	\$ 10.59	25.64%	\$ 14.99	\$ 73.46	80	\$ 5,876.94	21.59%	\$ 1,268.83	\$ 7,145.77	
Overtime	1.5	\$ 71.82	*6			\$ 71.82	0	\$ -	21.59%	\$ -	\$ -	
Overtime X2 - Sundays & Holidays	2.0	\$ 95.76	*6			\$ 95.76	0	\$ -	21.59%	\$ -	\$ -	
								\$ 5,876.94		\$ 1,268.83	\$ 7,145.77	
Ridge Worker TGS	1.0	\$ 47.88	\$ 10.59	25.64%	\$ 14.99	\$ 73.46	200	\$ 14,692.34	21.59%	\$ 3,172.08	\$ 17,864.42	
Overtime	1.5	\$ 71.82	*6			\$ 71.82	0	\$ -	21.59%	\$ -	\$ -	
Overtime X2 - Sundays & Holidays	2.0	\$ 95.76	*6			\$ 95.76	0	\$ -	21.59%	\$ -	\$ -	
								\$ 14,692.34		\$ 3,172.08	\$ 17,864.42	
Ridge Worker TS	1.0	\$ 50.00	\$ 10.59	25.64%	\$ 15.54	\$ 76.13	100	\$ 7,612.53	21.59%	\$ 1,643.54	\$ 9,256.07	
Overtime	1.5	\$ 75.00	*6			\$ 75.00	0	\$ -	21.59%	\$ -	\$ -	
Overtime X2 - Sundays & Holidays	2.0	\$ 100.00	*6			\$ 100.00	0	\$ -	21.59%	\$ -	\$ -	
								\$ 7,612.53		\$ 1,643.54	\$ 9,256.07	
Total Cost of Salaries								\$ 28,181.81		\$ 6,084.45	\$ 34,266.26	
Total Contract											\$ 50,000.00	

1 Hourly Rate = the hourly rate of the employee plus fringe. Fringe = the cost of group insurance, social security and retirement. Each employee's fringe rate is different.

2 A basic fringe rate of \$10.59 for FY 2020 can be added to the hourly rate. Employee actual fringe rate can be used rather than "Basic Rate." See Payroll Posting by Employee" report on the iHub at: <http://webreports/financials/FormDefinition.aspx?rid=25910>

3 Labor Additive is applied to cover benefits that are not directly distributed to labor hours such as sick leave, vacation, holiday pay and worker and unemployment compensation.

4 Material Handling is applied to cover the costs associated with handling inventoried items. It is applied to all items issued from MnDOT inventory centers. Maintenance/Billing Overhead is not applied to inventory items.

5 Maintenance/Billing Overhead is composed of indirect costs related to conducting maintenance operations. It is applied to labor, labor additive, equipment, personal expenses and lab testing.

6 Fringe and Labor Additive are not charged against overtime hours.

7 M/BO not charged to inventory.

Please note that input fields that are light orange.



MnDOT Contract #: 1028184W14

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

Project Description: Conduct bathymetry of the Long Prairie River channel from Lake Carlos Dam to downstream of said dam located in Douglas County.

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184 between the state of Minnesota acting through its Commissioner of Transportation ("State") and the Department of Natural Resources ("Other Agency") and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits:

- 1.1. Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Other Agency must not begin work under this Contract until ALL required signatures have been obtained and the Other Agency has been notified in writing to begin such work by the State's Authorized Representative.
- 1.2. Expiration date: This Work Order Contract will expire on January 31, 2020, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Exhibits: Exhibits A through B are attached and incorporated into this Work Order Contract.

2. Nature of Work:

- 2.1. the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
 - Contract Administration
 - Emergency Services
 - Professional/Technical Services
 - Roadway Maintenance

3. Scope of Work:

- 3.1. The State will perform services under this Work Order summarized generally as follows:
The State will conduct bathymetry of the Long Prairie River channel from 100 ft. above the Lake Carlos Dam to 500 ft. downstream of said dam located in Douglas County.

4. Items provided or completed by the Parties.

- 4.1. The following will be provided or completed by the Other Agency:
 - 4.1.1. Provide detailed description of agency needs for the project.
 - 4.1.2. Approval of final product.
- 4.2. The following will be provided or completed by MnDOT:
 - 4.2.1. Conduct bathymetry of the Long Prairie River channel from 100 ft. above the Lake Carlos Dam to 500 ft. downstream of said dam located in Douglas County.
 - 4.2.2. Final product: Text file (Point #, Northing, Easting, Elevation, Description), using Horizontal Datum (Douglas County Coordinate system, NAD83, 2011 Adj. and Vertical Datum in NAVD88).

5. Consideration of Payment:

- 5.1. The Other Agency will pay for all services performed by the State on an actual cost basis.
- 5.2. The Other Agency's obligation for all compensation and reimbursements to the State is \$1,305.60.

6. Terms of Payment:

- 6.1. MnDOT will create and enter an invoice in SWIFT.
- 6.2. Other Agency will make payment using the bilateral netting process in SWIFT.
- 6.3. Upon request of the Other Agency, MnDOT must provide documentation showing the actual costs incurred.
- 6.4. If the actual cost of the services exceeds the estimate an amendment to the work order contract will be executed.
- 6.5. Per Section 7.4 of the Master Partnership Contract;
 - 6.5.1. The Other Agency will pay MnDOT as specified in this work order, and will make prompt payment in accordance with Minnesota law.
 - 6.5.2. Payment by the Other Agency.
 - i. The Other Agency will make payment to the order of the Commissioner of Transportation.
 - ii. IMPORTANT NOTE: Payment must reference the MnDOT Contract and Work Order Number shown on the face page of this contract and the **MnDOT Invoice Number** shown on the invoice.
 - iii. Remit payment to the address below:
 - MnDOT
 - Attn: Cash Accounting
 - RE: MnDOT Contract Number 1028184W14 and Invoice Number TBD.
 - Mail Stop 215
 - 395 John Ireland Blvd
 - St. Paul, MN 55155

7. Other Agency's Project Manager:

- 7.1. The Other Agency's Project Manager for this Work Order is:

Name:	Name: Dan Drusch or successor
Title:	Senior Land Surveyor
Name of Agency:	Minnesota Department of Natural Resources
Billing Address:	2508 Hannah Avenue Northwest
City State Zip:	Bemidji, MN 56601
Telephone:	218-308-2663
Email:	dan.drusch@state.mn.us .

The Other Agency's Project Manager for this Work Order is responsible for overseeing the Other Agency's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8. State's Project Manager:

- 8.1. The State's Project Manager, for this Work Order is:

Name:	Kevin Metz or successor.
Title:	Principal Land Surveyor
MnDOT -	District 3
Street Address:	7694 Industrial Park Road
City State Zip:	Baxter, MN 56425
Telephone:	218-828-5761
Email:	kevin.metz@state.mn.us

The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

9. Termination.

- 9.1. Termination by the State or Other Agency. The Other Agency, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 9.2. Termination for Insufficient Funding. If the State is the Other Agency, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Other Agency. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Other Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Other Agency notice of the lack of funding within a reasonable time of the State's receiving that notice.

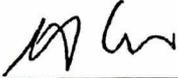
10. Additional Provisions

- 10.1. NONE

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OTHER AGENCY

The Other Agency certifies that the appropriate person(s) have executed the contract on behalf of the Other Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: 

Title: Director, Ecological + Water Resources

Date: 10/9/19

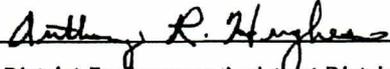
By: 

Title: Assistant Director, Div. of Lands + Minerals

Date: 10.9.19

10/9/2019 Encumbrance Verification
Felicia Barnes
167738/3000162247

COMMISSIONER OF TRANSPORTATION

By: 

Title: District Engineer or Assistant District Engineer

Date: 10-15-19

COMMISSIONER OF ADMINISTRATION

By: 

Date: 10/17/2019

EXHIBIT B – Consideration of Payment

	Personnel		In-Office Data Processing	Mileage	Total
	Principal Land Surveyor	2-Person Survey Crew		2 Trucks	
\$ Rate Per Hour/Unit	\$80.00	\$125.00	\$75.00	\$0.58	
Estimated Hours/Miles	4	4	4	320 miles	
TOTAL	\$ 320.00	\$ 500.00	\$ 300.00	\$185.60	\$1,305.60

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EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. The Other Agency will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the MnDOT State Aid Division or on the MnDOT website, www.dot.state.mn.us
2. The Other Agency will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. The Other Agency will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Other Agency to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve the Other Agency from its primary responsibility for performance of the work.

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**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

State Project (SP) Number: N/A

Trunk Highway (TH) Number: 65

Project Description: DNR – Mussel taking permit, TH 65 Mississippi River Bridge project

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184 between the state of Minnesota acting through its Commissioner of Transportation (“State”) and Minnesota Department of Natural Resources (DNR) “DNR” and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits

- 1.1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. DNR must not begin work under this Contract until ALL required signatures have been obtained and DNR has been notified in writing to begin such work by MnDOT’s Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on June 30, 2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through C are attached and incorporated into this Work Order Contract.

2. Nature of Work

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.

Contract Administration

Emergency Services

Professional/Technical Services

Roadway Maintenance

3. Scope of Work

- 3.1. DNR will perform services under this Work Order summarized generally as follows:

In lieu of relocating the Minnesota mussels, MnDOT will provide DNR with compensatory mitigation costs for taking of the mussels from the Mississippi River, in the proposed 3rd Avenue Bridge work area described as follows:

- Estimated compensable impact area of 13.73 acres,
- 1.88 acres of the estimated impact area is exempt from compensation as it is part of the official Mississippi River navigational channel as designated by the United States Army Corps of Engineers and the United States Coast Guard. The official navigation channel is subject to river bottom impacts such as dredging at any time to maintain navigational traffic. The 4.2 acre measurement is based on an approximate 300’ wide maintained channel width.
- Net 11.85 acres of impact (outside the maintained navigational channel)

- 3.2 DNR agrees to use the compensatory mitigation funds provided under this contract to support research, propagation, restoration, education or other management activities contributing to the recover and eventual delisting of endangered and threatened mussel species with the Mississippi River in Minnesota.
- 3.3 DNR will issue a permit, as set forth in Exhibit B, to MnDOT authorizing MnDOT to take an unlimited number of endangered and threatened, and non-listed mussels at the site of the proposed project in accordance with the terms of such permit. If MnDOT complies with the terms of such permit, and the terms of this contract, DNR releases and waives any claim, fine, or other fee or sanctions against MnDOT with respect to the taking of such mussels.

4. Items provided or completed by the Parties

- 4.1. The following will be provided or completed by MnDOT as set forth in Exhibit B:
 - A permit application for endangered and/or threatened species takings as required by DNR.
 - A map depicting the proposed Trunk Highway (TH) 65 Mississippi River Bridge project

5. Consideration of Payment

- 5.1. MnDOT will pay DNR a lump sum, prior to commencing any bridge work that will result in the taking of endangered or threatened species at the site of the proposed project, after execution of the contract and issuance of the Threatened and Endangered Species Takings Permit. DNR's mitigation cost is being compensated as follows:

Estimated mussel mitigation cost of \$21,577.00/acre, for 13.73 acres of compensable impact
- 5.2. DNR will submit invoices for payment in accordance with the following schedule: one-time payment.
- 5.3. MnDOT's total obligation for all compensation and reimbursements to DNR is \$296,250.00.

6. Terms of Payment

- 6.1. MnDOT will promptly pay all valid obligations under this work order contract as required by Minnesota Statutes §16A.124.
- 6.2. DNR must submit invoice electronically for payment, using the format set forth in Exhibit C. DNR will submit an invoice, for a one-time payment, prior to commencing any bridge work.
- 6.3. DNR must submit the signed invoice for review and payment to MnDOT's Metro District's Finance section at MetroWEAccountsPayable.DOT@state.mn.us. If DNR cannot support electronic submission of the invoice package, DNR must contact MnDOT's Authorized Representative for possible alternatives.

7 Authorized Representatives

- 7.2 The State's Project Manager, for this Work Order is:

Name/Title:	Christian Hoberg, P.E., or his successor
MnDOT:	Operations/Metro District/Area Manager
Street Address:	1500 West County Road B2
City State Zip:	Roseville, Minnesota 55113
Telephone:	651 234-7720
Email:	Christian.Hoberg@state.mn.us

The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

- 7.3 The State's Authorized Representative for this Work Order is:

Name/Title:	Julie Fiereck, Consultant Coordinator, or her successor
-------------	---

MnDOT: Operations/Metro District/Consultant Administration
Street Address: 1500 West County Road B2
City State Zip: Roseville, Minnesota 55113
Telephone: 651 234-7685
Email: Julie.Fiereck@state.mn.us

MnDOT's Authorized Representative, or her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this contract.

7.4 The DNR's Project Manager for this Work Order is:

Name/Title: Kim Montgomery, or her successor
Name of Agency: Minnesota Department of Natural Resources (DNR)
Street Address: 500 Lafayette Road, Box 25
City State Zip: St. Paul, Minnesota 55155
Telephone: 651 259-5567
Email: Kim.Montgomery@state.mn.us

The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8 Termination

8.2 **Termination by the State or DNR.** The DNR, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

8.3 **Termination for Insufficient Funding.** If the State is the DNR, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the DNR. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the DNR notice of the lack of funding within a reasonable time of the State's receiving that notice.

9 Additional Provisions

9.2 None.

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OTHER AGENCY

The Other Agency certifies that the appropriate person(s) have executed the contract on behalf of the Other Agency as required by applicable articles, bylaws, resolutions or ordinances.

By: Steven Colvin, Director
Title: _____
Date: 04/17-2020

By: _____
Title: _____
Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: Michael Brainard Digitally signed by Michael Brainard
Date: 2020.04.13 13:03:19 -05'00'
Date: _____
Swift Contract #: 175229
SWIFT PO #: 3000 531 225

COMMISSIONER OF TRANSPORTATION

By: _____
Title: District Engineer or Assistant District Engineer
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
Date: _____

EXHIBIT A – STANDARD TERMS**STANDARD TERMS FOR CONSTRUCTION ADMINISTRATION**

1. [If not provided by State,] the DNR will prepare plans and special provisions in conformance with geometric design standards for trunk highway plans as described in the current versions of [MnDOT Manuals](#), available from the District Office or the MnDOT web site.
2. The DNR will prepare the proposal for highway construction for the construction contract, which will include any provisions supplied by the State, and any provisions required by Minnesota law and applicable Federal laws and regulations.
3. The DNR will prepare and publish the bid solicitation for the project(s) as required by state laws. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the DNR will receive the sealed bids.
4. The DNR will solicit for bids after obtaining written notification from the State that the plans and special provisions have been approved.
5. The DNR will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
6. The DNR may include other work in the construction contract.
7. The DNR will receive and open bids.
8. After the bids are opened, the DNR will consider the bids and will award the bid to the lowest responsible bidder or best value proposer, as required or permitted by Minnesota law and subject to the concurrence of the State, or the DNR may reject all bids.
9. The DNR will, within 7 days of opening bids for the construction contract, submit to MnDOT's District Engineer a copy of the low bid and an abstract of all bids together with the DNR's request for concurrence by the State in the award of the construction contract. The DNR will not award the construction contract until the State advises the DNR in writing of its concurrence therein.
10. The DNR may reject, and the State may require the DNR to reject, any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids pursuant to this section, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the DNR will repeat the bidding process in a reasonable period of time, without additional cost or expense to the State. The DNR may also elect to eliminate the State's work from the contract, and proceed to award the contract for just the DNR's own work.
11. The DNR will prepare and execute a construction contract with the lowest responsible bidder (or the best value proposer if allowed by law) in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
12. The DNR will give the State five days' notice of its intention to start the contract construction.
13. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the DNR's Office. The plans, special provisions, and specifications are incorporated into this Contract by reference as though fully set forth herein.
14. The DNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the DNR to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by the State. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.
15. The DNR will document quantities in accordance with the guidelines set forth in the MnDOT Contract Administration Manual Sections 410 and 420 (including amendments and successors of those sections) in effect at the time the work is performed.
16. The DNR will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The DNR will notify the State when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.

17. The DNR will cause the contract construction to be started and completed in accordance with the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the Project Engineer and the State's Engineer (or the Engineer's authorized representative), for unavoidable delays encountered in the performance thereof.
18. The DNR may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental Contract(s). All changes in the plans, specifications, or special provisions for the State's cost participation for construction covered under this Work order and all addenda, change orders and supplemental agreements entered into by the DNR for the State's cost participation construction covered under this Work Order must be approved by the State's Engineer (or the Engineer's authorized representative) prior to performance of the work. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
19. The DNR will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the DNR will make partial payments in accordance with the terms of the construction contract for the Project(s).
20. If the DNR is the DNR for any trunk highway projects affecting utilities, the DNR will coordinate with the State's Utilities Office. The DNR will provide a signed "Utility Certification Checklist" in accordance with the current MnDOT Technical Memorandum.
21. The DNR will prepare all required reports and keep records as required by this Work Order.
22. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted, and request final inspection by the State's project manager.
23. Upon completion of the Project(s), the DNR will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final costs, the DNR will make the final payment in accordance with the terms of the construction contract for the Project(s).

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STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF ECOLOGICAL AND WATER RESOURCES
500 LAFAYETTE ROAD, BOX 25
ST. PAUL, MN 55155

SPECIAL PERMIT NO. 28531

(Taking of mussels, including endangered and/or threatened species)

March 23, 2020

TO WHOM IT MAY CONCERN:

Under the authority of Minn. Statutes, Section 84.0895 and Minn. Rules, Parts 6212.1800-2100, and informed by the accompanying Findings of Fact and Decision Rationale, permission is hereby granted to:

Christian Hoberg
Metro West Area Engineer
Minnesota Department of Transportation
1500 West County Road B2
Roseville, MN 55113

and his agents, employees, and contractors, to take an unlimited number of state-endangered and state-threatened mussels, incidental to the renovation of the Trunk Highway 65 Mississippi River Bridge, Hennepin County, MN, subject to the following conditions:

- 1. Permitted take of endangered and threatened mussels is limited to the 11.85 acre area of disturbance as depicted in the attached graphics. Any additional taking of endangered or threatened species is beyond the authority of this permit and may only be conducted under the authority of a separate permit.
2. Compensatory mitigation for this taking totals two hundred ninety six thousand two hundred fifty dollars (\$296,250), which will be provided to the Minnesota Department of Natural Resources, pursuant to Minn. Statutes, 84.085 subd. 1., for the purpose of funding research, education, propagation, restoration, and/or management activities contributing to the recovery and eventual delisting of endangered and threatened mussel species in Minnesota.
3. This permit is effective indefinitely upon receipt of a countersigned copy of this permit and the mitigation payment by the DNR. Receipt by the DNR will be confirmed by email.

[Handwritten signature]

Jess Richards, Assistant Commissioner

3/27/2020
Date

I hereby certify that I have read, understand, and accept the provision of this permit and understand that this permit is not valid unless it is signed by me.

Christian Hoberg
Digitally signed by Christian Hoberg
Date: 2020.03.30 09:48:05 -05'00'

Date

- C: Richard J. Baker, Endangered Species Coordinator, Div. Ecological and Water Resources
Dan Lais, Regional Manager, Div. Ecological and Water Resources
Peter Leete, Transportation Hydrologist, Div. Ecological and Water Resources
Lisa Joyal, Endangered Species Review Coordinator, Div. Ecological and Water Resources
Jason Peterson, Regional Manager, Div. Enforcement
Mike Davis, Malacologist, Div. Ecological and Water Resources
Erica Hoaglund, Nongame Specialist, Div. Ecological and Water Resources
Chris Smith, Department of Transportation
Elizabeth Brown, Department of Transportation
Permit Clerk, Div. Fish and Wildlife

MNDNR Special Permit No. 28531
Permittee: Hoberg

Area in which taking is permitted indicated by white outlines



Invoice No. _____

Estimated completion: _____%

Final Invoice? Yes No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to MetroWEAccountsPayable.DOT@state.mn.us

MnDOT Contract No. 1028184 W16
 Contract Expiration Date: June 30, 2022
 SP Number: N/A TH Number: 65

Billing Period: From _____ to _____

Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump sum amount:	\$296,250.00			
Net earnings totals:	\$296,250.00			
Total Amount Due This Invoice:				

<i>Contractor: Complete this table when submitting an invoice for payment</i>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1072			
Total**			

**must match net earnings totals above

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Department of Natural Resources

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
Minnesota Department of Agriculture
FOR
FUNDING FOR RAIL DIRECTOR POSITION

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("MnDOT") and Minnesota Department of Agriculture ("MDA") located at: 625 Robert St N, St. Paul, MN 55155.

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties wish to cooperatively provide funding for the Rail Director Position; and,
3. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. Term of Agreement; Exhibits

- 1.1. *Effective date.* This Agreement will be effective on the date signed by all necessary state officials, as required by Minnesota Statutes §16C.05, subdivision 2.
- 1.2. *Expiration date.* This Agreement will expire on June 30, 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. MDA's Responsibilities.

2.2.1.MDA 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.MDA 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. MDA will provide funding in the amount of \$8250. MnDOT will invoice MDA immediately after this Interagency Agreement is fully signed. MDA 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 MDA for all compensation and reimbursements to MnDOT under this Agreement will be \$8250.

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. MDA 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. *MDAs Authorized Representative* is:

Name: Andrea Vaubel
Title: Assistant Commissioner
Other Agency: Minnesota Department of Agriculture
Address: 625 Robert St N, St. Paul, MN 55155
Telephone: 651-201-6657
Email: Andrea.Vaubel@state.mn.us

6. Amendments

6.1. Any Amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the Original Agreement, or their successors in office.

7. Liability

7.1. Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by law.

8. Termination

8.1. This Agreement may be terminated only by mutual written agreement of the parties, except that a party may terminate upon 30 days written notice in the event of non-appropriation of funds by the Minnesota Legislature or other funding agency.

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10/10/2013 10:10:10 AM

Minnesota Department of Agriculture

MDA certifies that the appropriate person(s) have executed the contract on behalf of MDA as required by applicable articles, bylaws, resolutions or ordinances

Signature: *[Handwritten Signature]*

Name/Title: Deputy Commissioner

Date: 7/25/18

COMMISSIONER OF TRANSPORTATION

Signature: *[Handwritten Signature]*

Name/Title: Asst. Commissioner or Asst. Division Director

Date: 8/9/2018

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

Signature: *[Handwritten Signature]*

Date: 8-06-18

SWIFT Contract #: 145730

SWIFT PO #: 3000029164

COMMISSIONER OF ADMINISTRATION

Major Contract Management

Signature: *[Handwritten Signature]*

Date: 8-9-2018



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.

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

COMMISSIONER OF ADMINISTRATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

MnDOT Contract Management

Signature: [Signature]

Signature: [Signature]

Date: Sept 7, 2018

Date: Sept 12, 2018

SWIFT Contract #: _____

SWIFT PO #: _____

INTERAGENCY PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
Minnesota Department of Public Safety
FOR
FUNDING FOR RAIL DIRECTOR POSITION

This Agreement is between the State of Minnesota Acting through its Commissioner of Transportation ("MnDOT") and Minnesota Department of Public Safety ("DPS") located at: 445 Minnesota St, Suite 223, St. Paul, MN 55101-6223.

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:

- i. Serving as the primary expert and chief strategist for managing cross-agency railroad issues in Minnesota;
- ii. Serving as liaison to the Federal Railroad Administration and the rail industry;
- iii. Providing strategic leadership to the interagency rail group; and
- iv. 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. *DPS's Responsibilities.*

2.2.1. DPS 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. DPS 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 agreements for future fiscal years.

3. Consideration and Payment

3.1. DPS will provide funding in the amount of \$19,382.20. MnDOT will invoice DPS immediately after this Interagency Agreement is fully signed. DPS 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 DPS for all compensation and reimbursements to MnDOT under this Agreement will be \$19,382.20

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. DPS 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. *DPS's Authorized Representative* is:

Name: Jon Huspek
Title: Admin and Grants Branch Director
Other Agency: Minnesota Department of Public Safety
Address: 445 Minnesota St, Suite 223, St. Paul, MN 55101-6223
Telephone: 651-201-7454
Email: jon.huspek@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 Department of Public Safety

DPS certifies that the appropriate person(s) have executed the contract on behalf of DPS as required by applicable articles, bylaws, resolutions or ordinances

Signature: [Signature]

Name/Title: Branch Director

Date: 8/3/18

COMMISSIONER OF TRANSPORTATION

Signature: [Signature]

Name/Title: Asst. Commissioner or Asst. Division Director

Date: 8/6/2018

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

Signature: Raynell Duncan

Date: 8/2/2018

MnDOT Contract Management

MnDOT Contract Management

Signature: [Signature]

Date: 8/6/2018

SWIFT Contract #: 145305

SWIFT PO #: 3-55443

AMENDMENT # 01 TO MnDOT INTERAGENCY PARTNERSHIP CONTRACT #: 1031588W06.

Contract Start Date:	08/06/2018	Original Contract Amount:	\$19,382.20
Orig. Contract Exp. Date:	06/30/2019	Prev. Amendment(s) Total:	\$0.00
Amended Exp. Date:	06/30/2021	Current Amendment Amount:	\$43,117.80
		Current Contract Total:	\$62,500.00

Project Identification: Pooled funding for Interagency Rail Director Position

This amendment is by and between the State of Minnesota, through its Commissioner of Transportation ("MnDOT") and Department of Public Safety ("DPS").

Recitals

1. MnDOT has a contract with DPS identified as MnDOT Contract No. 1031588W06 ("Original Contract") to provide funding for the Interagency Rail Director Position.
2. Contract is being amended to extend the contract expiration date and amend the amount.
3. MnDOT and DPS are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article 1. "**Term of Contract; Exhibits**" is amended as follows:

- 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~~ June 30, 2021, unless terminated earlier pursuant to Article ~~11 8~~.

REVISION 2. Article 2.1 is amended as follows:

- 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. All funds collected under this agreement will be deposited and retained in MnDOT's special revenue fund account until the funds are expended for the purposes as outlined in this agreement. Funds may be expended in a different fiscal year than collected.

2.1.5. MnDOT will provide funding in the amount of ~~\$62,500 for Fiscal Year 2019~~ \$12,500 for Fiscal Year 2019 and \$50,000 for Fiscal Year 2020.

REVISION 3. Article 3.1. and 3.2 is amended as follows:

3.1 DPS will provide funding in the amount of ~~\$19,382.20~~ \$62,500.00. MnDOT will invoice DPS immediately after this Interagency Agreement is fully signed. DPS 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.

3.1.1. Funds not expended will survive the expiration of this interagency contract and will continue to be used for the purpose identified until either the funds are depleted or the interagency rail group disbands at which time the remaining funds will be returned to the agencies on a pro rata basis.

3.2 The total obligation of DPS for all compensation and reimbursements to MnDOT under this Agreement will be ~~\$19,382.20~~ \$62,500.00.

Revision 4. Article 5.3 is amended as follows:

5.3 DPS Authorized Representative is:

Name: ~~Jon Huspek~~ Bruce West
Title: ~~Admin and Grants Branch Director~~ State Fire Marshal
Other Agency: Minnesota Department of Public Safety
Address: 445 Minnesota St, ~~Suite 223~~, St. Paul, MN 55101-6223
Phone: ~~651-201-7454~~ 651-201-7201
Email: ~~jon.huspek@state.mn.us~~ Bruce.West@state.mn.us

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

[THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK]

MINNESOTA DEPARTMENT OF PUBLIC SAFETY

DPS certifies that the appropriate person(s) have executed the contract on behalf of DPS as required by applicable articles, bylaws, resolutions or ordinances.

By: *Bruce Curt*
Title: State Fire Marshal
Date: 7/18/19

By: _____
Title: _____
Date: _____

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05

By: *Renee Jimenez*
Date: 7-18-19
SWIFT Contract # 145305
SWIFT Purchase Order # 300055443

COMMISSIONER OF TRANSPORTATION

By: **Tim Henkel** Digitally signed by Tim Henkel
Date: 2019.07.18 12:17:45 -05'00'
Title: _____
Date: _____

MnDOT CONTRACT MANAGEMENT

By: *[Signature]*
Date: 7/19/2019