



2020 Interagency Agreements and Transfers Report

Minnesota Statutes §15.0395

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Finance and Budget Director**

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10/15/2020

Legislative Charge

This annual report is mandated by **Minnesota Statute 15.0395 Interagency Agreements and Intra-Agency Transfers**, which states:

(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*.

Background

Attached to this report are two spreadsheets. The first spreadsheet, titled *FY 2020 Interagency Agreements and Service Level Agreements Greater Than \$100,000*, provides details on the Minnesota Department of Agriculture's (MDA) interagency agreements effective during FY 2020 that have a cumulative value more than \$100,000. Immediately behind this spreadsheet are copies of the interagency and service level agreements listed.

The second document, titled *FY 2020 Transfers greater than \$100,000*, provides details on transfers between appropriations within MDA or between MDA and another state agency that collectively total more than \$100,000 during the reported fiscal period.

Pursuant to Minn. Stat. § 3.197, the cost of preparing this report was approximately \$900.

DEPARTMENTAL LEASE

LANDLORD: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as TENANT) Department of Agriculture	
BUILDING NAME/ADDRESS Orville L. Freeman, 625 N. Robert	DIVISION/SECTION NAME

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LANDLORD grants and TENANT accepts the lease of eighty seven thousand forty six (87,046) square feet of space, as shown on the plan attached as Exhibit A, comprised of the following:

<u>Level/Suite No.</u>	<u>Square Feet</u>	<u>Use</u>
Basement	571	Prorated Shared
First	1,941	Office
First	14,790	Prorated Shared
Second	19,178	Office
Second	6,121	Prorated Shared
Third	14,283	Office
Third	2,670	Prorated Shared
Fourth	8,682	Office
Fourth	3,425	Prorated Shared
Fourth	989	Prorated Suite
Fifth	13,690	Office
Fifth	706	Prorated Shared
TOTAL	87,046	

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			
7/1/19 - 6/30/20	Basement	571		\$37.90		\$1,803.41	\$5,410.23	\$21,640.92
	First	16,731		\$37.90		\$52,842.08	\$158,526.24	\$634,104.96
	Second	25,299		\$37.90		\$79,902.68	\$239,708.04	\$958,832.16
	Third	16,953		\$37.90		\$53,543.23	\$160,629.69	\$642,518.76
	Fourth	13,096		\$37.90		\$41,361.53	\$124,084.59	\$496,338.36
	Fifth	14,396		\$37.90		\$45,467.37	\$136,402.11	\$545,608.44
TOTAL		87,046				\$274,920.30	\$824,760.90	\$3,299,043.60

FY: 21	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
7/1/20 - 6/30/21	Basement	571		\$37.90		\$1,803.41	\$5,410.23	\$21,640.92
	First	16,731		\$37.90		\$52,842.08	\$158,526.24	\$634,104.96
	Second	25,299		\$37.90		\$79,902.68	\$239,708.04	\$958,832.16
	Third	16,953		\$37.90		\$53,543.23	\$160,629.69	\$642,518.76
	Fourth	13,096		\$37.90		\$41,361.53	\$124,084.59	\$496,338.36
	Fifth	14,396		\$37.90		\$45,467.37	\$136,402.11	\$545,608.44
TOTAL		87,046				\$274,920.30	\$824,760.90	\$3,299,043.60

4. **DUTIES OF LANDLORD AND TENANT** See Exhibit B.
5. **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 in 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 *Mark Stuedgen*
REAL ESTATE AND CONSTRUCTION SERVICES
Date 9-23-19

TENANT:
DEPARTMENT OF AGRICULTURE

By *Andreas Vaubel*
TITLO Deputy Commissioner
Date 9/16/19

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By *Ka Sweeney*
TITLO Bus Operations Mgr
Date 7-25-19

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

By *Jind K Rooley*
Date 8-01-19
Contract No. 164857

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.

166976 33920

LEASE NO. 787
FISCAL YEAR: 20-21

DEPARTMENTAL LEASE

LANDLORD: DEPARTMENT OF ADMINISTRATION	
DEPARTMENT/AGENCY (as TENANT) Department of Agriculture	
BUILDING NAME/ADDRESS Ag/Health Lab, 601 N. Robert	DIVISION/SECTION NAME

TERMS AND CONDITIONS:

- LEASED PREMISES** LANDLORD grants and TENANT accepts the lease of fifty five thousand eight hundred eighty-five (55,885) square feet of space, as shown on the plans attached as Exhibit A, comprised of the following:

Level/Suite No.	Square Feet	Use
Basement	509	Shared Office
First	9,122	Office
First	7,642	Shared Office
Second	3,942	Shared Office
Second	15,894	Office
Third	5,205	Shared Office
Third	13,571	Office
TOTAL	55,885	

- TERM** The term of this Lease is two (2) years, commencing July 1, 2019 and continuing through June 30, 2020.
- 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	509		\$41.40		\$1,756.10	\$5,268.30	\$21,073.20
	First	10,764		\$41.40		\$57,835.80	\$173,507.40	\$694,029.60
	Second	19,836		\$41.40		\$68,434.20	\$205,302.60	\$821,210.40
	Third	18,776		\$41.40		\$64,777.20	\$194,331.60	\$777,326.40
TOTAL		55,885				\$192,803.30	\$578,409.90	\$2,313,639.60

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	509		\$41.40		\$1,756.10	\$5,268.30	\$21,073.20
	First	10,764		\$41.40		\$57,835.80	\$173,507.40	\$694,029.60
	Second	19,836		\$41.40		\$68,434.20	\$205,302.60	\$821,210.40
	Third	18,776		\$41.40		\$64,777.20	\$194,331.60	\$777,326.40
TOTAL		55,885				\$192,803.30	\$578,409.90	\$2,313,639.60

- DUTIES OF LANDLORD AND TENANT** LANDLORD and TENANT hereby agree to comply with the Exhibits attached as follows:
Exhibit B - Duties of Landlord and Tenant
Exhibit C - Agency Equipment Ownership
- 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.
- 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 9-26-19

TENANT:
DEPARTMENT OF AGRICULTURE

By *Andrew VanBel*
Title Deputy Commissioner
Date 9/25/19

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By *Karen Seely*
Title Business Operations Manager
Date 8-28-19

STATE ENCUMBRANCE VERIFICATION
*Individual signing certifies that funds have been encumbered as
required by Minn. Stat. §10A.15 and §16C.05.*

By *Jenck K. Rowley*
Date 9-24-19
Contract No. 166976 / 3000033920

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 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, a 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/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 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 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.
- 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 and Cooling** 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) Heating and/or cooling requirements listed above do not apply to identified laboratory spaces and list of equipment.

- (v) LANDLORD shall provide ventilation to the Lease 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 of a design capacity sufficient to serve its design population capacity.
- c. Electrical**
 - (i) LANDLORD shall provide the Leased Premises with electrical infrastructure for 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 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 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 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 open 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 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 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 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 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).

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 buildings 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 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 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 a 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, or 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 writing 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 systems 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.

Exhibit C – Agency Equipment Ownership Ag/Health Lab Lease Agreement

The following list refers to equipment located in the MDA/MDH Lab Building, 601 North Robert Street, St Paul, MN. Responsibility for the maintenance, repair, or replacement of the equipment lies with the Minnesota Department of Agriculture and the Minnesota Department of Health.

All HEPA filter units including BSL3-E

- Specific processed chilled water system equipment including three Liebert units in the Computer Room and fan coil units in L103, L323, L329, and L384
- DI, RO, and Polisher water treatment systems including de-alkalizer tanks
- Gas supply from the tanks up to and including the manifold
- Vacuum Pump Package
- Lab Processed Clean Compressed Air Systems including two air compressors and two air dryers
- Sterilizers
- Autoclaves
- Steam baths
- Snorkels
- Case Work
- BSL3-E Decontamination Systems including surge tanks, cooking tank, cooling tank, Double HEPA Bio Vent System, and controls for associated systems
- Fume hoods
- Bio Safety Cabinets
- Sashes
- Baffles
- CCTV Cameras – non perimeter
- Access Controls – non perimeter
- Turnstiles - All
- Acid Neutralization Systems tank recharging
- Refrigerators
- Freezers
- Incubators
- Growth Chambers
- Environmental Rooms
- Walk in coolers
- Temperature Controlled Rooms

Equipment not listed above will be reviewed on a case by case basis regarding ownership.

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Health (“MDH”) and the Minnesota Department of Agriculture (“MDA”).

Recitals

WHEREAS, MDH and MDA are empowered to enter into interagency agreements pursuant to Minnesota Statutes section 471.59, subdivision 10; and

WHEREAS, MDH is responsible for the provision of services to all tenants of the Orville L. Freeman (“Freeman”) and MDA/MDH Laboratory (“Lab”) buildings for which the tenants are jointly responsible for paying; and

WHEREAS, the services that MDH provides are essential for the building tenants to have meaningful use of the property. For example, MDH provides fire prevention, receptionist services, greenery maintenance, and security badges. MDH enters into contracts with vendors to maintain server rooms, the compressed air system, and the water system, among other things; and

WHEREAS, MDA is a recipient of MDH’s facilities management services, in both Freeman and the Lab. Accordingly, MDA wishes to reimburse MDH for its proportionate share of the cost of services that MDH provides.

NOW, THEREFORE, the parties have entered into the following:

Agreement

1 Term of Agreement

- 1.1 *Effective date: July 1, 2019*, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2.
- 1.2 *Expiration date: June 30, 2021*, or until all obligations have been satisfactorily fulfilled.

2 Scope of Work

- A. With the exception of state holidays, MDH will provide receptionist services for the Freeman Building from 8:00 a.m. to 4:30 p.m., Monday through Friday. This service includes ongoing staff supervision and training, quarterly interagency meetings, and ad hoc discussions to address any issues. MDH will also provide backup reception services, as needed.
- B. MDH will provide greenery maintenance services for Freeman’s Atrium Gardens. The Department of Administration, Office of State Procurement (“OSP”) will contract with a qualified vendor to maintain the Atrium Garden.
- C. MDH will obtain preventive maintenance service contracts to ensure the stability of:
- Lab Building DI water system;
 - Lab Building vacuum air system;
 - Lab Building compressed air system;

- Freeman and Lab Building server room uninterrupted power supply (“UPS”);
- Freeman and Lab Building server rooms air conditioning systems;
- Freeman and Lab Building entry turnstiles; and
- Freeman and Lab Building server room fire suppression systems.

D. MDH will, as needed, arrange for repairs to the:

- Lab Building DI water system;
- Lab Building vacuum air system;
- Lab Building compressed air system;
- Lab Building O2 sensors in the bulk gas room;
- Freeman Building audio/visual equipment in rooms B144 – B145;
- Freeman and Lab Building server room uninterrupted power supply;
- Freeman and Lab Building server rooms air conditioning systems;
- Freeman and Lab Building server room fire suppression systems;
- Freeman and Lab Building entry turnstiles;
- Freeman and Lab Building interior cameras; and
- Freeman and Lab Building interior keycard readers.

E. MDH will pay for electricity use in server rooms. Electricity use is provided by the Department of Administration’s Plant Management Division pursuant to conditions of the executed lease agreement.

F. MDH will pay for visitor badges and distribute them at the Freeman reception area/front desk. Visitors to either Freeman or the Lab may obtain these badges at the front desk when they arrive at Freeman.

G. MDH will arrange for the provision of bulk argon and nitrogen gases for use by in the Lab Building. Both MDH and MDA may use these gasses. MDH will assume responsibility for inventorying, ordering, receiving and processing payments for the bulk gasses.

3 Consideration and Payment

A. For each year of this Agreement, MDA will reimburse MDH for its proportionate share of the costs outlined *infra*, which amounts to 36.1% of the total. Accordingly, MDA will reimburse MDH for 36.1% of the following expenses:

- Receptionist services;
- Greenery maintenance services;
- Freeman entry turnstiles;
- Freeman Building audio/video equipment in rooms B144 – B145;
- Freeman interior cameras;
- Freeman interior keycard readers; and
- Visitor badges in the Lab Buildings.

B. In each year of the agreement, MDA will also reimburse MDH for 40.4% of the cost of preventive maintenance contracts and the cost of repairs not covered by service agreements for the following systems, as follows:

- Lab Building DI water system;
- Lab Building vacuum air system;
- Lab Building compressed air system; and
- Lab Building O2 sensors in the bulk gas room (repairs only; no preventive maintenance contract).
- Lab Building entry turnstiles;
- Lab Building interior cameras;
- Lab Building interior keycard readers; and
- Visitor badges in the Lab Buildings.

C. In each year of the agreement, MDA will reimburse MDH for 30 percent of the following costs:

- Freeman and Lab Building server room UPS system;
- Freeman and Lab Building server rooms air conditioning systems;
- Freeman and Lab Building server room fire suppression systems; and

D. In each year of the agreement, MDA will reimburse MDH for 50 percent of the cost for bulk argon and nitrogen gases for use by both agencies in the Lab Building.

E. MDH will bill MDA on a monthly basis for actual expenditures incurred in the prior month. Estimated costs for each service are provided in Exhibit A, which is attached and incorporated into this Agreement.

F. MDA's total estimated obligation is \$248,729.63 for all compensation and reimbursements for the period July 1, 2019 through June 30, 2021.

4 Conditions of Payment

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

5 Authorized Representative

MDH's Authorized Representative is Kevin Umidon, Director of Facilities Management, or his successor.

MDA's Authorized Representative is Doug Buhl, Facilities Manager, or his successor.

6 Amendments

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

Liability

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



Comprehensive IT Service Level Agreement

In direct support of
Minnesota Department of Agriculture

November 14, 2018

Table of Contents

Section 1: Service Agreement – General Terms	6
Introduction.....	6
Objectives	7
Review Process	7
Common Partnership.....	7
MNIT Roles and Responsibilities.....	8
The Agency Roles and Responsibilities.....	9
The Chief Business Technology Officer Roles and Responsibilities.....	10
Data Handling Roles and Responsibilities.....	11
Budget Scope	12
Acceptance	12
Dispute Management.....	13
Liability.....	13
Additional Provisions	13
Law to Govern.....	13
Assignment	14
Section 2: Projects and Services.....	15
Service Name: Database Support - Shared Services.....	15
Executive Summary.....	15
Description.....	15
Service Name: Desktop Bundle.....	16
Executive Summary.....	16
Description.....	16
Considerations	17
Service Name: Enterprise Security Services.....	17
Executive Summary.....	17
Description.....	22
Enterprise Vulnerability Management.....	22
Security Operations Center.....	22

Digital Forensics22

Enterprise Privileged Account Management Service.....22

Enterprise Digital Certificate and Encryption Key Management (PKI) Service23

Service Name: Enterprise Software Bundle24

Executive Summary.....24

 Description.....24

Service Name: Geospatial Shared Services25

Executive Summary.....25

 Description.....25

Service Name: Hosting26

Executive Summary.....26

 Description.....26

Service Name: Local Area Network (LAN) Services27

Executive Summary.....27

 Description.....27

Service Name: Laptop Bundle28

Executive Summary.....28

 Description.....28

 Considerations29

Service Name: Middleware Support - Shared Services29

Executive Summary.....29

 Description.....29

Service Name: Mobile Device Management.....30

Executive Summary.....30

 Description.....30

Service Name: Telephone Services.....31

Executive Summary.....31

 Description.....31

Service Name: Wide Area Network (WAN) Services32

Executive Summary32

 Description.....32

Service Name: Application Development – Local Service.....33

Executive Summary33

 Description.....33

Service Name: Application Support, including Laboratory Division - Local Service34

Executive Summary34

 Description.....34

Service Name: Business Analysis - Local Service35

Executive Summary35

 Description.....35

Service Name: Cybersecurity - Local Service.....36

Executive Summary36

 Description.....36

Service Name: General IT Leadership @ Agency.....37

Executive Summary37

 Description.....37

Service Name: Procurement - Local Service.....38

Executive Summary38

 Description.....38

Service Name: Project Management - Local Service39

Executive Summary39

 Description.....39

Section 3: Service Agreement – Performance Metrics40

 Performance Metrics40

 The Security Risk Scorecard40

 MN.GOV – State Web Site.....40

 Enterprise Applications40

 Service Desk & Desktop Support41

Hosting and Storage.....41

Signature Page42

Section 1: Service Agreement – General Terms

Introduction

Revision 9/17/2018 v2.

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

The complete agreement consists of three parts:

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

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

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

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

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

Objectives

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

Review Process

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

Common Partnership

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

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

- In conjunction with state agencies and other stakeholders, MNIT will establish and maintain a formal governance process that includes agency business participation and incorporates agency business requirements into overall IT strategy and direction.
- MNIT's oversight authority includes, but is not limited to, IT planning activities, IT budget management, IT purchasing, IT policy development and implementation, and direction of MNIT employees. MNIT's oversight authority does not extend to the non-IT portions of the Agency's business operations, plans or needs.
- MNIT provides enterprise IT services to all state agencies, boards, and councils as defined in Minnesota Statutes, section 16E. MNIT assigns a Chief Business Technology Officer (CBTO) to

work with agencies, boards, and councils to deliver and sustain agency-specific solutions to meet their unique mission system and application requirements.

MNIT Roles and Responsibilities

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

MNIT has the responsibility to:

- Coordinate, develop, communicate, and manage all IT strategic planning and establish the state's IT direction in the form of policies, standards, guidelines and directives.
- Collaborate with agencies to develop and determine delivery strategies for all executive branch state agency IT activity and services consistent with the IT Governance Framework.
- Manage IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs, and legal requirements pertaining to IT resources and IT resource funding.
- Manage all IT employees. All IT employees are MNIT employees and report up through the MNIT Commissioner.
- Perform human resources services for MNIT employees. MNIT Human Resources (HR) has authority with regard to IT-related employment including, but not limited to, transactions, classification, compensation, staffing (including hiring and termination), labor relations, unemployment, workforce planning, recruitment, training, safety and investigations.
- Work with agencies to support development of legislative initiatives related to IT.
- Determine responsibility, role and compensation for the Agency-based CBTO. Create a position description, complete performance appraisals of the Agency-based CBTO, and implement performance-related measures, including performance management.
- Implement and maintain appropriate IT internal controls for all IT-related business needs. Additionally, set information security policies and standards, and oversee the security of the state's executive branch information and telecommunications technology systems and services. MNIT will proactively identify and communicate to the Agency any system risks, vulnerabilities, weaknesses, threats or gaps that put the Agency at risk and identify options for change to address the risk, within the parameters and limits of the resources available to MNIT. MNIT is not responsible for maintaining internal controls for Agency non-IT related business.
- Develop and maintain plans and procedures for the recovery of the state's executive branch critical information and telecommunications technology systems and services in

case of system or service interruption or failure. MNIT will collaborate with executive branch state agencies to develop recovery strategies consistent with business priorities and timelines. MNIT will coordinate and communicate response and recovery activities and timelines with executive branch state agencies during a continuity incident, emergency or disaster. MNIT will also collaborate with executive branch state agencies on training, testing and exercise activities to determine and improve the effectiveness of IT continuity plans and procedures.

- MNIT will collaborate with the Agency to comply with all applicable state and federal laws, rules and regulations that affect all consolidated agencies, boards, and councils. MNIT will work with the Agency to comply with the additional agency-specific legal and/or regulatory, safety and security requirements, and state standards. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.
- Provide timely, accurate invoices to the Agency at a level of detail necessary for the Agency to identify the appropriate funding source from which to make payment, and respond to agency billing questions.
- Provide regular rate and cost information to the Agency sufficient for the Agency to plan, manage, and commit funding for Agency IT services, fiscal operations, and functions related to the CBTO and MNIT employees.

The Agency Roles and Responsibilities

The Agency has the responsibility to:

- Ensure the CBTO is in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent.
- Include the CBTO as a regular attendee of Agency leadership team meetings to provide IT-related reports and work in partnership to ensure that the MNIT IT strategy supports the business needs of the Agency.
- Provide feedback to MNIT's Commissioner regarding the performance of the Agency's CBTO as the Agency deems appropriate.
- Work with MNIT to perform a portion of the other administrative services and partner with MNIT on legislative functions, as needed and agreed upon by the parties to this SLA. (Specific services will be added to the local services section of this document.)
- Collaborate with MNIT to identify and ensure Agency compliance with all applicable state and federal laws, rules, standards and regulations. If the Agency is not currently in compliance, additional resources may be required to bring the Agency into compliance.

- Process and pay all invoices to MNIT in a timely manner. The Agency may request a credit or an amendment to a bill if there is an error.
- Work collaboratively with MNIT and the CBTO to adhere to the policies, processes and procedures for requesting and maintaining IT services and tools, and participate in IT project management methodologies.
- Collaborate with MNIT on MNIT's Asset Management and Inventory to ensure proper accounting for IT assets at the Agency, in compliance with federal and state statutory and regulatory requirements and policies.
- Determine and communicate new service requirements to the CBTO based on program needs including, but not limited to, changes in service volumes and IT projects, identifying funds for new services and investments, and initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.
- Unless otherwise approved by MNIT's Commissioner, provide at least 30 days' notice to MNIT of cancellation of projects and termination of services. This is required because MNIT is obligated under labor agreements to provide staff with a 21-day notice of layoffs.
- Work with its CBTO to provide necessary financial accounting services and purchasing of IT goods and services for the Agency. Provide regular financial reporting sufficient to plan, manage and commit funding for Agency IT services, fiscal operations and functions related to the CBTO and MNIT employees.
- Develop and maintain a continuity of operations plan and procedures that include the Agency's business priorities, timelines and critical information needs. Collaborate with MNIT to develop recovery strategies for the critical telecommunications and technology systems and services needed to support business services. Coordinate and communicate response and recovery activities with MNIT during a continuity incident, emergency or disaster. Work jointly with MNIT on training, testing and exercise activities to determine and improve the effectiveness of continuity plans and procedures.
- Provide oversight, leadership, and direction for Agency IT investments and services.

The Chief Business Technology Officer Roles and Responsibilities

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

- Hire and manage MNIT employees in coordination with MNIT Human Resources.

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

Data Handling Roles and Responsibilities

- The Agency's electronic data that is housed on MNIT-managed technology belongs to the Agency and is subject to the Agency's direction and control. MNIT is the custodian of the Agency's electronic data. The State Chief Information Officer is not the responsible authority under Minnesota Statutes, Chapter 13 (the Data Practices Act) for the Agency's data that resides on MNIT managed technology equipment. Agencies will work collaboratively with MNIT to ensure that MNIT has the appropriate resources to adhere to all policies and requirements provided by the Agency in order to protect the Agency's data.
- Should MNIT receive a data request for the Agency's data, MNIT will not produce the requested data. However, MNIT will assist in retrieving the data housed on MNIT-managed technology if requested by the Agency to do so.
- Should an Agency receive a request for MNIT data, the Agency will not produce the requested data.
- Should a request include Agency data and MNIT data, MNIT and the Agency will work together to appropriately respond to the request.

- Minnesota Statutes, Chapter 16E, requires the Agency to share data, including not public Agency data, with MNIT as necessary for MNIT to provide IT services and equipment to the Agency. Sharing data as required by Chapter 16E, and in the manner prescribed in the Data Practices Act, does not affect the classification of any not public data shared with MNIT and is not intended to waive any privileges afforded to not public data under applicable law.
- In accordance with the Data Practices Act, MNIT will only access and use not public agency data that it is the custodian of in relation to a work assignment or project on behalf of the Agency.
- Should MNIT or the Agency become aware of a known or suspected security incident or potential breach of an Agency's electronic data, each will promptly notify the other. MNIT will work to identify the deficiency that led to the breach and to correct, mitigate and remediate the deficiency, which may require additional Agency resources. The Agency will be responsible for complying with the notice and regulatory requirements under the Data Practices Act and other applicable state and federal laws, rules, and regulations for any breaches of Agency data.
- This SLA is not meant to supersede, waive, or violate data handling roles and responsibilities set forth in state law, federal law, or any applicable data sharing and/or business associate agreement between MNIT and Agency.

Budget Scope

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

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

Acceptance

In the IT Consolidation Act, the Minnesota Legislature required the Chief Information Officer to enter into a Service Level Agreement governing the provision of IT systems and services, assets, and personnel with each state agency. STATE GOVERNMENT, INNOVATIONS AND VETERANS OMNIBUS BILL, 2011 Minn. Session Law Serv. 1st Special Session, Ch. 10, Art. 4 (S.F. 12).

For the departments, agencies, offices, councils, boards, commissions and other entities in the executive branch of Minnesota State government that are subject to IT Consolidation, the use of MNIT is required by the State Legislature. MNIT recognizes that providing IT services is most successfully done in close partnership with the Agency. MNIT and the Agency representative will memorialize their formal partnership by adding their signatures to this document.

Dispute Management

The parties agree to cooperate with each other in the performance of the duties and responsibilities under this SLA. Each party to this SLA will make every effort to avoid disputes by clearly documenting communication and engaging the applicable chain of command as necessary. If the parties are unable to reach an agreement with respect to any dispute related to the services, terms, and provisions of this SLA, the Agency's Commissioner/CEO/Executive Director and MNIT's Commissioner will meet to determine further action. If no agreement can be reached, the Agency and MNIT will participate in conflict resolution proceedings managed by the Bureau of Mediation Services.

Liability

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the acts or omissions, including lack of funding, of that party or its agents, employees or representatives acting within the scope of their duties. Nothing herein shall be construed to limit either party from asserting against third parties any defenses or immunities (including common law, statutory and constitutional) it may have, nor shall anything herein be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this SLA.

Additional Provisions

The terms of this SLA are not intended to supersede or violate any applicable bargaining unit contracts, state laws, or federal laws. If any provision of this SLA is determined to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this SLA shall remain in full force and effect.

Law to Govern

This SLA shall be interpreted and enforced in accordance with the laws of the State of Minnesota. Any legal proceedings arising out of this SLA, or breach thereof, shall be adjudicated in the state courts of Minnesota, and venued in Ramsey County, Minnesota.

Assignment

Neither MNIT nor the Agency shall assign or transfer any rights or obligations under this SLA without the prior written consent of the other party. This provision must not be construed to limit MNIT's ability to use third party contractors or products to

Section 2: Projects and Services

Service Name: Database Support - Shared Services

Executive Summary

Service Details	Summary Description
Service Name	<u>Database Administration</u>
Included	<ul style="list-style-type: none"> • Database operational support
NOT included	<ul style="list-style-type: none"> • Database logical design • Application support • Dedicated host, license & maintenance costs
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff with access to MNIT on-premise and external cloud environments
Hours of Operation	<ul style="list-style-type: none"> • Production 7x24 • On-call off hours and weekends • Non-production: M-F; 7 a.m.-5 p.m.

Description

Database Support Services offered by Minnesota IT Services (MNIT) manage highly available and secure environments for agency databases. MNIT Enterprise Database Administrators (DBAs) are located at MNIT’s central office. They are responsible for the build and all operational aspects of the database environment, and for physical administration of the database. This allows MNIT developers and DBAs at partner agencies to focus on the application and business issues, and on their responsibilities for the logical design and definition of the database, and the data content.

Service Name: Desktop Bundle

Executive Summary

Service Details	Summary Description
Service Name	<u>Desktop Bundle</u>
Included	<ul style="list-style-type: none"> • Standard desktop, keyboard and mouse – replaced every 5 years. • Workstation management and protection package: firewalls, security patching and encryption • Workstation support, including remote desktop and deskside support. • Inventory management
NOT included	<ul style="list-style-type: none"> • Performance-upgraded desktop • Monitor(s) • Memory upgrade • Headset • Cameras (required to use all of the functionality of Skype for Business) • Local printer, if applicable for your agency • Ergonomic or wireless bundle of keyboard & mouse Programmable keyboard • Shorter refresh cycle (see details below)
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff for both online and deskside support
Hours of Operation	<ul style="list-style-type: none"> • 24x7x365 with following hours of support: • M-F: 7 a.m.-5 p.m.

Description

The Desktop Bundle provides a base-level (standard) desktop computer, related peripherals and workstation support for State of Minnesota agency partners. Standard desktops are selected from the list of Enterprise Standard devices adopted by Minnesota IT Services.

Upgrade options are available to meet business needs. There is a one-time charge at the time of purchase for optional add-ons and hardware upgrades (listed below). Monthly bundle rates will remain unchanged

Considerations

- Billing details: All bundles are billed at monthly intervals. Billing is based on actual system counts.
- Agency partners purchasing Desktop Bundles must also purchase an Enterprise Software Bundle.
- Hardware will be replaced every 5 years unless the agency requests and pays for a shorter replacement period. Longer replacement cycles are not allowed.
- Shorter refresh cycles of 2-4 years are available, (a one-time charge will apply), all agency desktops must be replaced at the same frequency.
- Early replacement of individual desktops requires the agency to buy out the remaining term of the desktop.

Service Name: Enterprise Security Services**Executive Summary**

Enterprise Security Services are provided to all Minnesota IT Services executive branch customers at a core level. These services include: Security Operations, Threat and Vulnerability Management, Access and Identity Management, and Governance, Risk, and Compliance. Within this services, additional protective services are provided and listed below.

Service Details	Summary Description
Service Name	Enterprise Vulnerability Management
Included	<ul style="list-style-type: none"> • Internal Vulnerability Scanning of desktops, servers, network devices and other supported devices • External scanning of internal facing devices • Communication of prioritized vulnerabilities • Oversight of remediation efforts on vulnerabilities • Configuration compliance scanning (emerging capability) • Web application security scanning • Veracode administration for teams using Veracode • Penetration and Red Team Services (emerging capability)
NOT included	<ul style="list-style-type: none"> • Devices not connected to MNIT managed networks • Devices not supported by TVMU tools
Delivery Method	<ul style="list-style-type: none"> • Fulltime support Staff • Automated scanning • MNIT Mall: Threat and Vulnerability Management
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Name	Security Operations Center
Included	<ul style="list-style-type: none"> • Security Incident Response • Threat Research and SOC Daily Brief • Spam/Phishing Investigation • Security Operations Coordination • Security Monitoring • Enterprise Intrusion Detection and Prevention • Enterprise Web Content Filtering • Enterprise Endpoint Protection
NOT included	<ul style="list-style-type: none"> • Full service provided to MN executive branch and partner entities with core detection/alerting to other MNET customers • Monitoring is limited to network activity only for external MNET entities that do not participate in the Intrusion Detection and Prevention Service
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff • Email: soc@state.mn.us • Phone: 651.201.1281 • MNIT Mail: Report a Security Event
Hours of Operation	<ul style="list-style-type: none"> • Daily 6 a.m. – 6 p.m. • Emergency after hours support: MNIT Service Desk 24x7

Service Details	Summary Description
Service Name	Digital Forensics
Included	<ul style="list-style-type: none"> • Data Preservation • Data Recovery • Security Incident Investigations • eDiscovery
NOT included	<ul style="list-style-type: none"> • Devices not owned by executive branch agencies
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff • MNIT Mall: Use the Agency Data & Legal Hold Request Form • SOC Phone: 651-201-1281
Hours of Operation	<ul style="list-style-type: none"> • M-F: 6 a.m. – 2:30 p.m. Emergency service daily 6 a.m. – 6 p.m. through the Security Operations Center • Emergency after hours support: MNIT Service Desk 24x7

Service Details	Summary Description
Service Name	Enterprise Privileged Account Management Service
Included	<ul style="list-style-type: none"> • User license • Centralized, secure storage • Automatic password rotation • Automated Workflows • Security Awareness Training • Access oversight and audit
NOT included	<ul style="list-style-type: none"> • A self-service portal for password reset • Storage of personal passwords
Delivery Method	<ul style="list-style-type: none"> • Fulltime Support staff • MNIT Mall: Privileged Account Access
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Name	Enterprise Digital Certificate and Encryption Key Management (PKI)
Included	<ul style="list-style-type: none"> • Management of external digital certificates • Management of internal digital certificates
NOT included	<ul style="list-style-type: none"> • Management of encryption keys
Delivery Method	<ul style="list-style-type: none"> • Fulltime Support staff • MNIT Mail: Security Certificates
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m. • Emergency after hours support: MNIT Service Desk

Service Details	Summary Description
Service Name	Enterprise Governance, Risk, and Compliance
Included	<ul style="list-style-type: none"> • IT Audit Coordination across agencies (ie: IRS, FBI, SSA, PCI, etc) • Securing the Human (Annual Security Awareness Training) • CJIS training coordination • Security ScoreCard Metrics process ownership • Anti-phishing training coordination • Statewide Security Policy and Standards (creation, publishing, curation) • Security finding management (audit findings, exceptions) • Archer management and administration • Risk assessment process ownership
NOT included	
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff
Hours of Operation	<ul style="list-style-type: none"> • M-F, 8 a.m.-5 p.m. via GRC@state.mn.us

Description

Enterprise Vulnerability Management

The Enterprise Vulnerability Management service provides the means of detecting, removing, and controlling the inherent risk of vulnerabilities. The service utilizes specialized software and insight to provide actionable insight into security risks and guidance on mitigating or eliminating these risks through ongoing evaluation, analysis, and tracking of enterprise systems and applications.

Security Operations Center

The Security Operations Center (SOC) is an organized and highly skilled team whose mission is to continuously monitor and improve the state's enterprise security posture while preventing, detecting, analyzing, and responding to cybersecurity incidents with the aid of both technology and well-defined processes and procedures. The MNIT SOC provides security monitoring services to the executive branch and other partner agencies/entities and supports multiple tools and services to meet these goals. These services include Security Monitoring, Endpoint Protection, Network Intrusion Detection and Prevention, Security Automation, and Web Content Filtering.

Digital Forensics

Digital forensics, for the purpose of this service, includes the recovery and analysis of data stored on or transmitted through electronic media devices in a forensically sound manner that meets the evidentiary requirements of a court of law. Much like the scientific practices from which it derives its name, digital forensics attempts to study electronic data to find aspects, whether hidden or obvious, which point to the root cause of an incident. While most data forensics typically involve the duplication and analysis of a physical storage device, like a hard drive, MNIT's forensic capabilities also extend to include the analysis of network devices, system logs, malware, mobile devices, and live system memory (such as RAM).

Enterprise Privileged Account Management Service

The Enterprise Privileged Account Management (PAM) service, is designed to discover, secure, rotate and control access to privileged account passwords used to access systems throughout the state of Minnesota IT environment. The application enables us to understand the scope of our privileged account risks and put controls in place to mitigate those risks. Flexible password management policies enable us to enforce privileged access controls, automate workflows and rotate passwords at regular intervals without requiring manual IT effort to support our Enterprise Identity and Access Management Standard. To demonstrate compliance, we can easily report on which users accessed what privileged accounts, when and why.

Enterprise Digital Certificate and Encryption Key Management (PKI) Service

A public key infrastructure (PKI) is a set of roles, policies, and procedures needed to create, manage, distribute, use, store, and revoke digital certificates and manage public-key encryption. The PKI service provides security services such as authentication, integrity checking, confidentiality and non-repudiation, as well as supports the identification and distribution of encryption keys.

The PKI service includes both external and internal digital certificates issued by a commercially available, industry-respected vendor. External certificates use a broadly distributed, public certificate authority (CA) meaning most or all internet connected devices can use these certificates without special configuration. Internal certificates use an enterprise certificate authority (CA) unique to the state of Minnesota and will only work between machines that have that CA specifically installed. Generally, external certificates are used on websites facing the public or large populations of state employees. Internal certificates are more common between backend servers and devices.

Service Name: Enterprise Software Bundle

Executive Summary

Service Details	Summary Description
Service Name	<u>Enterprise Software Bundle</u>
Included	<p><u>Enterprise License:</u></p> <ul style="list-style-type: none"> • Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access • Skype for Business • Web filtering <p><u>Kiosk License:</u></p> <ul style="list-style-type: none"> • Microsoft Office 365, Kiosk User Office Online <p><u>Enterprise and Kiosk License also include:</u></p> <ul style="list-style-type: none"> • SharePoint access license • Security awareness training • Access oversight and audit • Physical access to data centers and data • Data access security monitoring
NOT included	<ul style="list-style-type: none"> • Agency-specific software packages
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff for both online and deskside support.
Hours of Operation	<ul style="list-style-type: none"> • Access to Foundational Services (Email, SharePoint and Skype) 24x7x365 from Microsoft • Following hours of Minnesota IT Services support. M-F, 7 a.m.5 p.m.

Description

The majority of workers in today’s environment have basic communication and collaboration needs that can be served by Enterprise Software Bundles, including email, instant messaging and enhanced collaboration tools.

- The Workstation Bundle is generally used for most office purposes.

- The Kiosk Bundle is designed for situations where many employees share a single computer for tasks such as time entry, email and calendar appointments, or viewing an agency intranet.

Service Name: Geospatial Shared Services

Executive Summary

Service Details	Summary Description
Service Name	Geospatial Shared Services
Included	<ul style="list-style-type: none"> • Enterprise Licensing for Geospatial Software • MN Geospatial Commons • Access and use of geospatial web services • Geospatial Managed Hosting • Access to PT Services for development and support of geospatial applications and web services
NOT included	
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff with access to the MNIT On-Premise and external cloud environments
Hours of Operation	<ul style="list-style-type: none"> • Production availability 7x24x365

Description

Minnesota IT Services' (MNIT) Geospatial Information Services office (MnGeo) provides shared geospatial services that support the development, implementation and use of geospatial technology to a wide variety of stakeholders in Minnesota. Guided by state agencies, other government and non-government stakeholders, these geospatial shared services focus on the access to geospatial data and technology through providing access to enterprise licensing and web services that can be incorporated into applications and web browsers.

MnGeo provides access to four types of shared services including enterprise GIS licensing geospatial data hosting and portal, and web services. To use the services, customers can submit a service request or contact MnGeo at gisinfo.mngeo@state.mn.us. A service agreement is required prior to the service being provided.

Service Name: Hosting

Executive Summary

Service Details	Summary Description
Service Name	<u>Hosting Services</u>
Included	<ul style="list-style-type: none"> Data Center Services and Support, physical and virtual server management and support
NOT included	<ul style="list-style-type: none"> Customer application support
Delivery Method	<ul style="list-style-type: none"> Fulltime Support staff and provided server equipment and infrastructure both on premise and in the cloud
Hours of Operation	<ul style="list-style-type: none"> 24x7x365 expected infrastructure up time M-F; 6 a.m.-6 p.m. on premise support staff On-call off hours and all day Saturday and Sunday

Description

Hosting Services consist of many components that comprise a highly available and secure environment to house agency applications and systems.

The specific quantity and location of any component will be decided by the requirements of each application and system. Ongoing management and analysis will ensure that system components are configured and maintained to meet agency partner needs.

There will be a periodic review of the currently prescribed services in use. The agency partner will be given opportunity to refine the current environment to make sure the environment is running efficiently and that resources are not over- or under-allocated or provisioned. Adjustments will be allowed to ensure the resources align properly with the business requirements. The hosting service will use pre-determined standards for consistent management and support. The following features apply to all hosting services:

- All Shared Hosting environments are built and configured with hardware redundancy within the data centers but not between the data centers to ensure the compute infrastructure stays up and running.
- All environments are updated and managed to ensure that any changes or updates to the application can be met.
- The hosting environment will allow for continued evaluation and modifications to the existing environment in order to meet new technical or budgetary requirements.

- All services are designed and built according to Minnesota IT Services security standards, policies and governance requirements.

Service Name: Local Area Network (LAN) Services

Executive Summary

Service Details	Summary Description
Service Name	<u>LAN</u>
Included	<ul style="list-style-type: none"> • Wired and wireless IP network connections within a location or campus
NOT included	<ul style="list-style-type: none"> • Wide area network (WAN) connections
Delivery Method	<ul style="list-style-type: none"> • Minnesota IT Services owned and managed LAN devices
Hours of Operation	<ul style="list-style-type: none"> • 24x7

Description

LAN services from Minnesota IT Services provide secure network connections to a user’s computing device. These connections enable access to network-based information, resources and services that employees need to do work. LAN services generally operate within a building or campus and provide connections to the state network known as Minnesota’s Network for Enterprise Technology (MNET). Network connections may be wired or wireless. LAN ports also support the Ethernet connection of wired devices besides computers such as printers, file/print servers, IP telephones, videoconferencing codecs, wireless access points, and security monitoring devices.

Service Name: Laptop Bundle

Executive Summary

Service Details	Summary Description
Service Name	<u>Laptop Bundle</u>
Included	<ul style="list-style-type: none"> • Standard laptop, replaced every 4 years • Docking station, keyboard and mouse (replaced with laptop if necessary, monitor not included) • Workstation management and protection package: firewalls, security patching and encryption • Workstation support, including remote desktop and deskside support. • Inventory management
NOT included	<ul style="list-style-type: none"> • Performance-upgraded laptop • Monitor(s) • Memory upgrade • Headset • Cameras (required to use all of the functionality of Skype for Business) • Local printer, if applicable for your agency • Ergonomic or wireless bundle for keyboard and mouse • Programmable keyboard • Shorter refresh cycle (see details below)
Delivery Method	<ul style="list-style-type: none"> • Fulltime staff for both remote and deskside support
Hours of Operation	<ul style="list-style-type: none"> • 24x7x365 with following hours of support: • M-F; 7 a.m.-5 p.m.

Description

The Laptop Bundle provides a base-level (standard) laptop computer, related peripherals and workstation support for State of Minnesota agency partners. Standard laptops are selected from the list of Enterprise Standard devices adopted by Minnesota IT Services.

Upgrade options are available to meet business needs. There is a one-time charge at the time of purchase for optional add-ons and hardware upgrades (listed below). Monthly bundle rates will remain unchanged.

Considerations

- Billing details: All bundles are billed at monthly intervals. Billing is based on actual system counts.
- Agency partners purchasing Laptop Bundles must also purchase Enterprise Software Bundles.
- Hardware will be replaced every 4 years unless the agency requests and pays for a shorter replacement cycle. Longer replacement cycles are not allowed.
- Refresh cycles of 2-3 years are available (a one-time charge will apply), but must be applied to all laptop bundles at the agency.
- Early replacement of individual laptops requires the agency to pay off the remaining months

Service Name: Middleware Support - Shared Services

Executive Summary

Service Details	Summary Description
Service Name	<u>Middleware</u>
Included	<ul style="list-style-type: none"> • Middleware software and support
NOT included	<ul style="list-style-type: none"> • Customer application support • Database charges for MQ messaging • Dedicated host charges
Delivery Method	<ul style="list-style-type: none"> • Fulltime support staff with access to the MNIT on premise and external cloud environments
Hours of Operation	<ul style="list-style-type: none"> • Production: availability 7x24 • On-call off hours and weekends • Non-production: M-F; 7 a.m.-5 p.m.

Description

Middleware programs manage communication between applications where needed, and provide the services that enable concurrency, transaction management, threading, and messaging between applications. Middleware sits between the operating system and applications on different servers, and simplifies the development of applications that leverage services from other applications and databases.

Middleware services support includes installation, administration, backup configuration and recovery assistance, performance tuning of web servers and/or middleware instance(s) on application servers. Services also include Middleware technical support, software license, annual software maintenance,

routine software upgrades, maintenance, patching, service coordination, role-based access security, product life cycle management, environment management, capacity management and 24x7 support for the production middleware infrastructure.

Service Name: Mobile Device Management

Executive Summary

Service Details	Summary Description
Service Name	<u>Mobile Device Management</u>
Included	<ul style="list-style-type: none"> • Help with device enrollment • Working with agency partners to establish security standards, feature restrictions and application testing • Monitoring devices for compliance with agency partner rules and operating system requirements • Management of lost devices (wipe) • Establishing retirement parameters • Troubleshooting instructions and remote diagnostics
NOT included	<ul style="list-style-type: none"> • Device procurement. • Initial setup is provided by agency partner or local MNIT Services Staff • End user training • Forced operating system updates. • Cell carrier management • Support for accessories
Delivery Method	<ul style="list-style-type: none"> • Level 1 – Service Desk • Back office – Supported by MDM team. • Additional service provided by @agency MNIT personnel if needed.
Hours of Operation	<ul style="list-style-type: none"> • M-F; 7 a.m.-5 p.m.

Description

Mobile Device Management (MDM) service helps secure and manage mobile devices that connect to the state network. The service is available for both state-owned devices and devices owned by individual state employees, also referred to as “bring your own device” (BYOD).

MDM service is available in Basic and Advanced levels of service for mobile phones and tablets as outlined below (for Windows tablet coverage, please see the information for Laptop Bundles.) MDM Advanced allows each agency partner to establish rules to exceed the minimum security requirements established by the Enterprise Security Office.

Service Name: Telephone Services

Executive Summary

Service Details	Summary Description
Service Name	<u>Telephone</u>
Included	<ul style="list-style-type: none"> Telephone service using state IP services or contracted traditional services
NOT included	<ul style="list-style-type: none"> Cellular Phones
Delivery Method	<ul style="list-style-type: none"> Dial tone to telephone handset
Hours of Operation	<ul style="list-style-type: none"> 24 x 7

Description

Telephone service types provide business quality voice communications and a varied set of related features and capabilities. The service provides one telephone line in a state office, teleworker home office or other location. Services are billed monthly per telephone number.

Service Name: Wide Area Network (WAN) Services

Executive Summary

Service Details	Summary Description
Service Name	<u>WAN</u>
Included	<ul style="list-style-type: none"> IP Network Connection
NOT included	<ul style="list-style-type: none"> Applications running on the network
Delivery Method	<ul style="list-style-type: none"> Managed circuits and WAN devices
Hours of Operation	<ul style="list-style-type: none"> 24 x 7

Description

WAN services from Minnesota IT Services provide secure network connections to state locations. These connections provide access to applications and information that employees need to do work. WAN services connect agency sites to the state network known as Minnesota’s Network for Enterprise Telecommunications (MNET), to the internet and to Minnesota IT Services Enterprise Data Centers.

Service Name: Application Development – Local Service

Executive Summary

Service Details	Summary Description
Service Name	Application Development
Included	Management and delivery of applications
NOT included	Maintenance of applications
Delivery Method	Internal MNIT resources; Contracted resources; Vendor Resources
Hours of Operation	M-F, 7AM – 4:30PM

Description

Application development include activities to develop and deploy a software application.

Service Name: Application Support, including Laboratory Division - Local Service

Executive Summary

Service Details	Summary Description
Service Name	Application Support
Included	Manage service request delivery supply chain (internal, MNIT enterprise, and external vendors); Contract management; Vendor management; Laboratory hardware and firmware
NOT included	Development of new system applications
Delivery Method	Onsite internal MNIT resources; Contracted resources
Hours of Operation	M-F, 7AM – 4:30PM

Description

Application support services include activities to maintain and support the portfolio of applications.

Service Name: Business Analysis - Local Service

Executive Summary

Service Details	Summary Description
Service Name	Business Analysis
Included	Business requirement elicitation; application, system and process analysis; application and solution testing and quality assurance.
NOT included	Maintenance of applications
Delivery Method	Onsite internal MNIT resources; Contracted resources
Hours of Operation	M-F, 7AM – 4:30PM

Description

Business analysis supports application and project related activities with business requirements elicitation, application, system and process analysis, testing and quality control.

Service Name: Cybersecurity - Local Service

Executive Summary

Service Details	Summary Description
Service Name	Cybersecurity - local
Included	Assess information risk; Manage security policies; Support compliance activities; Manage security operations; and Coordination with Enterprise Security Office
NOT included	Cyber Forensics
Delivery Method	Onsite internal MNIT resources
Hours of Operation	M-F, 7AM – 4:30PM

Description

Provide onsite security support to minimize impact and exposure to cybersecurity threats to business applications and data, devices and other IT infrastructure.

Service Name: General IT Leadership @ Agency

Executive Summary

Service Details	Summary Description
Service Name	General IT Leadership @ Agency
Included	<ul style="list-style-type: none"> • IT Strategy development and execution • Customer Engagement • IT Resource Management • Information Risk Management • IT Budget Management • IT Performance Management • Communication • Planning, coordination and implementation of MNIT Enterprise changes
NOT included	NA
Delivery Method	Internal MNIT resources
Hours of Operation	M-F, 6AM – 5PM

Description

Lead the IT function for the agency partner. Lead IT strategic direction to achieve agency partner goals. Accountable for the execution of the IT function across all service delivery methods and resource types.

Service Name: Procurement - Local Service

Executive Summary

Service Details	Summary Description
Service Name	Procurement
Included	<ul style="list-style-type: none"> • Budget Planning • Purchasing • Invoicing • Billing • Receiving and asset tagging • Retiring, disposal, surplus
NOT included	Installation of purchased products and services
Delivery Method	Onsite Internal MNIT resources
Hours of Operation	M-F, 7AM – 4:30PM

Description

Procurement encompasses the purchase of IT services and products needed to support users and projects within approved IT budgets. Purchasing of software and equipment by MN.IT @ Agency is determined by the current MN.IT In/Out list for purchasing. This procurement process does not include consumption-based services provided by MNIT Enterprise. This service is integrated with MNIT Enterprise Procurement, Service Management and Workstation Management staff, policies and processes.

Service Name: Project Management - Local Service

Executive Summary

Service Details	Summary Description
Service Name	Project Management
Included	Project delivery from initiation through closeout (transition to operation) PMI Knowledge Areas: <ul style="list-style-type: none"> • Integration • Scope • Time • Cost • Quality • Resource • Communications • Risk • Procurement • Stakeholder
NOT included	System or software application bugs
Delivery Method	Onsite Internal MNIT resources; Contracted resources
Hours of Operation	M-F, 7AM – 4:30PM

Description

The project management service encompasses the entire project lifecycle process. The project lifecycle process includes project initiation, project execution and project closeout.

Section 3: Service Agreement – Performance Metrics

Revision 9/14/2018 v2.

This section provides information related to the various performance metrics provided to agencies. Further information on each metric is available through the agency based CBTO or their designee.

Performance Metrics

There are multiple types of metrics available:

- Security Risk Score (contains NOT PUBLIC security information)
- Enterprise Services

CBTOs may provide other metrics, including those representing locally delivered services as needed.

The Security Risk Scorecard measures a number of key metrics and security controls for an agency yielding a numeric score on eight separate subject areas:

1. Risk Management
2. Vulnerability and Threat Management
3. Secure System Development
4. Security Configuration Management
5. Access Control
6. Monitoring and Incident Response
7. Disaster Recovery Readiness
8. Security Training and Awareness

Enterprise Services have a number of metrics available for partner agencies, including:

MN.GOV – State Web Site

1. Number of Monthly Visits
2. Average Daily Visits
3. Number of Unique Monthly Visitors
4. Number of Monthly Visitors Who Visit Once
5. Number of Monthly Visitors Who Visit More Than Once

Enterprise Applications

1. Email Activity – number of active users & volume of use

2. SharePoint file related activity – number of active users & volume of use
3. Skype for Business activity – number of active users & volume of use
4. OneDrive for Business – number of active users & file storage volume

Service Desk & Desktop Support

1. **Incidents** (when something isn't working) – for prior completed month
 - a. Quantity Total Tickets Opened
 - b. Quantity Total Tickets Resolved
 - c. Quantity Total Tickets Resolved Same Day
 - d. Average aging for remaining open tickets
 - e. Percent of Tickets Resolved
 - f. Average Aging for all open and resolved tickets

2. **Requests (for additional functionality)** – for prior completed month
 - a. Total Tickets Opened
 - b. Total Tickets Resolved
 - c. Total Tickets Resolved Same Day
 - d. Average aging for remaining open tickets
 - e. Percent of Tickets Completed
 - f. Average Aging for all open and resolved tickets

Hosting and Storage

1. Server uptime and system availability
2. Storage usage and growth



Signature Page

Under Minnesota Statutes section 16E, the Office of MN.IT Services (dba Minnesota IT Services/MNIT) provides Information Technology services to the Agency. The Agency use of these services constitutes an acceptance of this Service Level Agreement.

The MNIT Service Level Agreement is reviewed and recognized by:

MINNESOTA Department of Agriculture

The Office of MN.IT Services

A handwritten signature in black ink, appearing to read 'Andrea Vaubel', written over a horizontal line.

Andrea Vaubel

Deputy Commissioner
MN Department of Agriculture

A handwritten signature in black ink, appearing to read 'Johanna Clyborne', written over a horizontal line.

Johanna Clyborne

State Chief Information Officer and
Commissioner of the Office of MN.IT Services

11/8/18

Date of Signature

12/5/18

Date of Signature

Minnesota Department of Agriculture (MDA)

FY 2020 Transfers greater than \$100,000

October 15, 2020

TRANSFER FROM					TRANSFER TO					Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount		
MDA	Agricultural Fund	B041A11	Pesticide Regulatory	(1,346,000)	MDA	Agricultural Fund	B043A11	Pesticide Regulatory Lab	1,346,000	Pay for laboratory services	M.S. 18B.05 and M.S. 18C.131
MDA	General Fund	B041EPR	Emergency Prep and Response	(250,000)	MDA	General Fund	B049G93	Ag Emergency Gen	250,000	Transfer between budget programs for agricultural emergency response activities	M.S. 16A.285
MDA	Agricultural Fund	B042A21	Seed Inspection	(115,000)	MDA	Agricultural Fund	B043A21	Seed Inspection Lab	115,000	Pay for laboratory services	M.S. 21.92
MDA	Agricultural Fund	B042A21	Seed Inspection	(115,000)	MDA	Agricultural Fund	B043A21	Seed Inspection Lab	115,000	Pay for laboratory services	M.S. 21.92
MDA	Agricultural Fund	B042A21	Seed Inspection	(115,000)	MDA	Agricultural Fund	B043A21	Seed Inspection Lab	115,000	Pay for laboratory services	M.S. 21.92
MDA	Agricultural Fund	B042A21	Seed Inspection	(115,000)	MDA	Agricultural Fund	B043A21	Seed Inspection Lab	115,000	Pay for laboratory services	M.S. 21.92
MDA	Agricultural Fund	B044A30	Commercial Feed	(163,000)	MDA	Agricultural Fund	B043A30	Commerical Feed Lab	163,000	Pay for laboratory services	M.S. 25.39 4
MDA	Agricultural Fund	B044A30	Commercial Feed	(330,000)	MDA	Agricultural Fund	B043A30	Commerical Feed Lab	330,000	Pay for laboratory services	M.S. 25.39 4
MDA	Agricultural Fund	B045A31	Dairy Services	(110,000)	MDA	Agricultural Fund	B043A31	Dairy Services Lab	110,000	Pay for laboratory services	MS 32D.02 10
MDA	General Fund	B046G71	Mn Grown Matching Program	(186,000)	MDA	Agricultural Fund	B046A50	Minnesota Grown	186,000	MN Grown Matching General Fund budget to Minnesota Grown Ag Fund	191 001 01 002 03A
MDA	General Fund	B047G77	Ag Research Education Extension & Technology	(9,300,000)	MDA	Agricultural Fund	B047A77	Ag Research Education Extension & Technology	9,300,000	AGREET General Fund transfer to AGREET Ag Fund	191 001 01 002 04A
MDA	General Fund	B049G41	Mental Health Assistance MNSCU	(134,000)	MNSCU	MN State Colleges/ Universities	E265741	Mental Health Counsel-FF	134,000	Statewide mental health counseling support to farm families and business operators - South Central College serves as the fiscal agent	191 001 01 002 05G
MDA	General Fund	B049G41	Mental Health Assistance MNSCU	(116,000)	MNSCU	MN State Colleges/ Universities	E266301	Mental Health Counsel-FF	116,000	Statewide mental health counseling support to farm families and business operators - Central Lakes College serves as the fiscal agent	191 001 01 002 05G
MDA	Fural Finance Administration Fund	B049L1E	RFA Begin Farmer Loan Repay	(4,147,324)	MMB Debt Services	Debt Services	G9Q0001	Debt Service Clearing Account	4,147,324	RFA Debt Service Transfer	M.S. 41B.036
MDA	Fural Finance Administration Fund	B049L2E	RFA Seller Sponsored Loan Repay	(167,452)	MMB Debt Services	Debt Service	G9Q0001	Debt Service Clearing Account	167,452	RFA Debt Service Transfer	M.S. 41B.036
MDA	Fural Finance Administration Fund	B049L3B	RFA Ag Improvement Loan Repay	(2,238,541)	MMB Debt Services	Debt Service	G9Q0001	Debt Service Clearing Account	2,238,541	RFA Debt Service Transfer	M.S. 41B.036
MDA	Fural Finance Administration Fund	B049L4T	RFA Ln Restructure Loan Repay	(2,755,550)	MMB Debt Services	Debt Service	G9Q0001	Debt Service Clearing Account	2,755,550	RFA Debt Service Transfer	M.S. 41B.036
MDA	Fural Finance Administration Fund	B049L5T	RFA Livestk Expansn Loan Repay	(1,717,285)	MMB Debt Services	Debt Service	G9Q0001	Debt Service Clearing Account	1,717,285	RFA Debt Service Transfer	M.S. 41B.036
MDA	Fural Finance Administration Fund	B049LIN	RFA Bond Inv Earnings	(126,548)	MMB Debt Services	Debt Service	G9Q0001	Debt Service Clearing Account	126,548	RFA Debt Service Transfer	M.S. 41B.036
MDA	Restrict Misc Special Revenue Fund	B049R82	Ag BMP Loans Clean Water	(200,000)	MDA	Restrict Misc Special Revenue Fund	B049R85	AgBMP Admin	200,000	Transfer to admin account to support purchase of new loan online application and reporting system	MS 17.117 5B
DEED	General Fund	B224909	Dairy Assistance IRI	(3,000,000)	MDA	General Fund	B047G76	Ag Growth Research & Innovation (AGRI)	3,000,000	Transfer to the commissioner of agriculture for financial assistance to eligible dairy farmers under the Dairy Assistance, Investment, Relief Initiative	191 007 01 002 008
Public Facilities Authority	Clean Water Revolving Fund	B240210	Operating Reserve Cw1	(5,500,000)	MDA	Clean Water Revolving Fund	B049P05	Ag BMP Loans Fed	5,500,000	Nonpoint Best Managment Practices program, under the Clean Water State Revolving Fund	M.S. 446.07 and M.S. 17.117 3
TOTAL				(32,247,700)					32,247,700		