



2019 Interagency Agreements and Transfers Report

Minnesota Statutes §15.0395

**Sherry Kromschroeder
Finance and Budget Director**

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Saint Paul, Minnesota 55155
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www.mda.state.mn.us

10/15/2019

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 2019 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 2019 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 2019 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 \$773.

DEPARTMENTAL LEASE

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

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE accepts the lease of eighty-six thousand three hundred fifty-eight (86,358) square feet of space, as shown on the plan attached as Exhibit A, comprised of the following:

Level/Suite No.	Square Feet	Use
Basement	567	Prorated Shared
First	1,941	Office
First	14,675	Prorated Shared
Second	19,178	Office
Second	6,073	Prorated Shared
Third	14,283	Office
Third	2,503	Prorated Shared
Fourth	8,682	Office
Fourth	3,077	Prorated Shared
Fourth	989	Prorated Suite
Fifth	13,690	Office
Fifth	700	Prorated Shared
TOTAL	86,358	

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

FY: 18	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/17 - 6/30/18	Basement	567		\$36.40		\$1,719.90	\$5,159.70	\$20,638.80
	First	16,616		\$36.40		\$50,401.87	\$151,205.61	\$604,822.44
	Second	25,251		\$36.40		\$76,594.70	\$229,784.10	\$919,136.40
	Third	16,786		\$36.40		\$50,917.53	\$152,752.59	\$611,010.36
	Fourth	12,748		\$36.40		\$38,668.93	\$116,006.79	\$464,027.16
	Fifth	14,390		\$36.40		\$43,649.67	\$130,949.01	\$523,796.04
TOTAL		86,358				\$261,952.60	\$785,857.80	\$3,143,431.20

FY: 19	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/18 - 6/30/19	Basement	567		\$37.90		\$1,790.78	\$5,372.34	\$21,489.36
	First	16,616		\$37.90		\$52,478.87	\$157,436.61	\$629,746.44
	Second	25,251		\$37.90		\$79,751.08	\$239,253.24	\$957,012.96
	Third	16,786		\$37.90		\$53,015.78	\$159,047.34	\$636,189.36
	Fourth	12,748		\$37.90		\$40,262.43	\$120,787.29	\$483,149.16
	Fifth	14,390		\$37.90		\$45,448.42	\$136,345.26	\$545,381.04
TOTAL		86,358				\$272,747.36	\$818,242.08	\$3,272,968.32

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

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

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER

By Susan T. Estes
REAL ESTATE AND CONSTRUCTION SERVICES
Date 8/31/17

LESSEE:
DEPARTMENT OF AGRICULTURE

By [Signature]
Title Deputy Commissioner
Date 8-30-17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION

By [Signature]
Title Bus Operations Mgr
Date 7-21-17

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

By Jindi K Rowley
Date 8-22-17
Contract No. 129644 25016



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

Freeman Office Building
 3102772

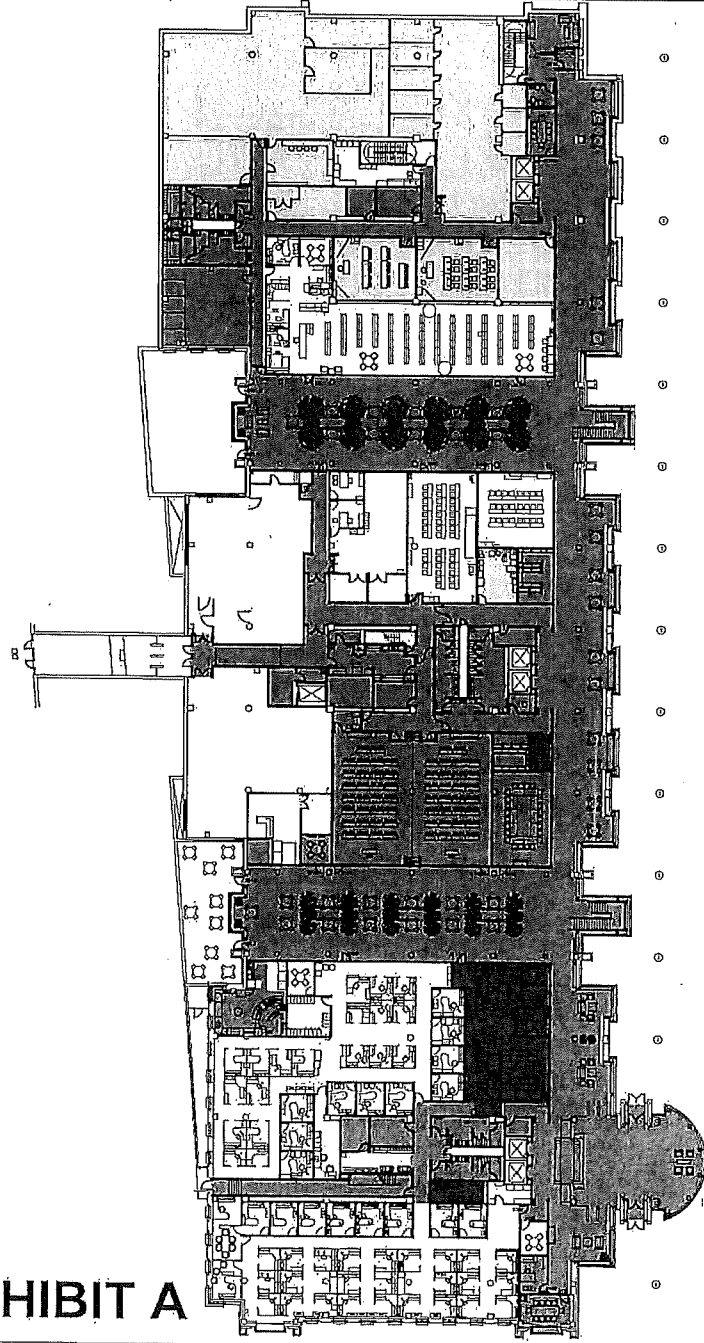
Notes/Remarks:
 EX/16/REV 17.1, except Reconnect.
 5/2/2015

First Floor
 CH21163763-01

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

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EXHIBIT A



- Department - Division
- Department of Agriculture
- 1,941 Sq. Ft. Office
- 3,310 Sq. Ft. Prorated Portion of Shared Space (Ag/Health/BoAH)
- 11,365 Sq. Ft. Prorated Portion of Shared Space (Ag/Health/BoAH/Human Rights)



State
of
Minnesota
Department
of
Administration
Real Estate and
Construction
Services

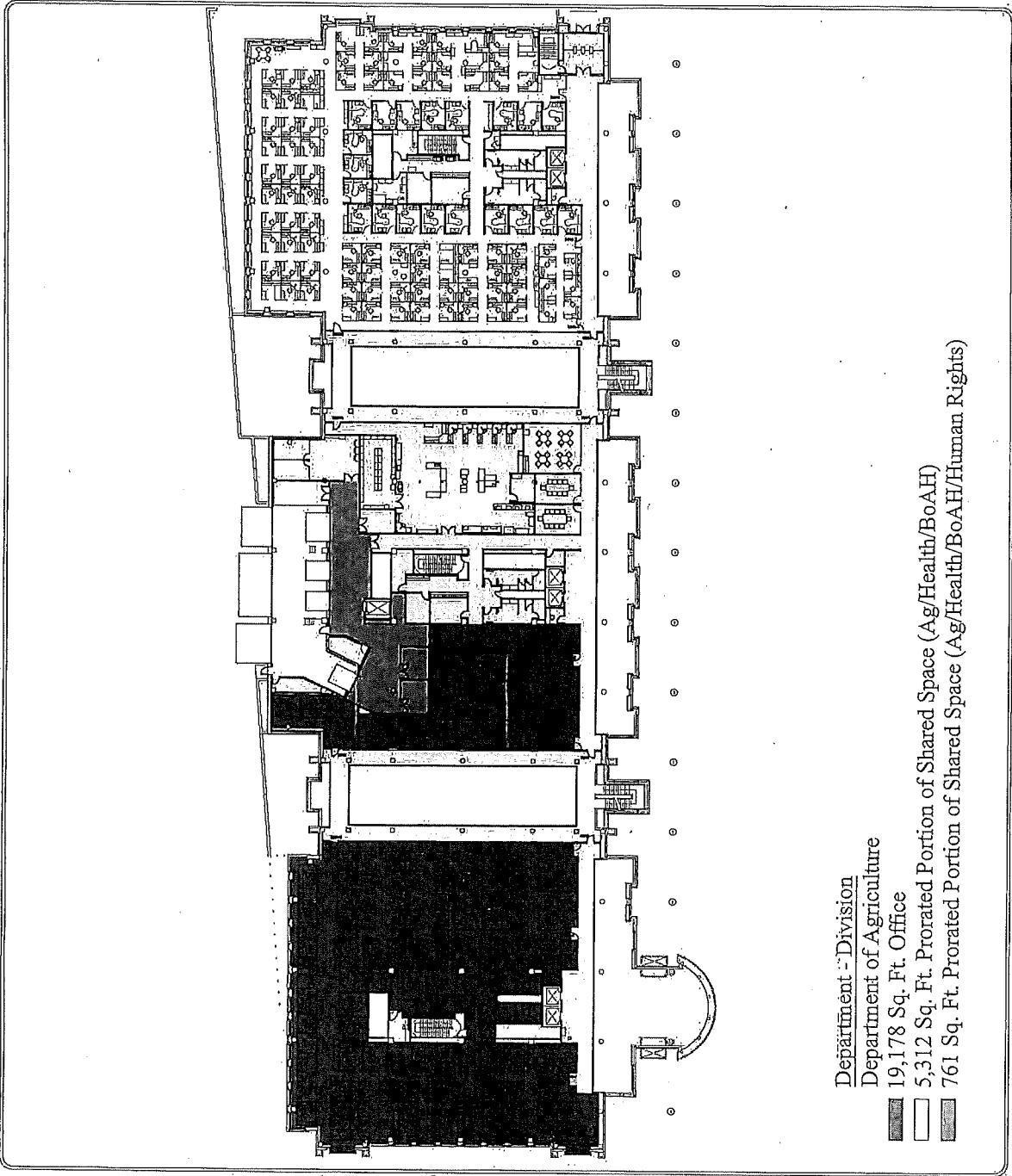
Freeman Office
Building
310272

Notes/Remarks
DATE/REVISED
SUBMIT

Second Floor
002102720402

Drawn By: J. Prahnik
Checked By: C. Benetiam
Approved By:

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State
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Real Estate and
Construction
Services

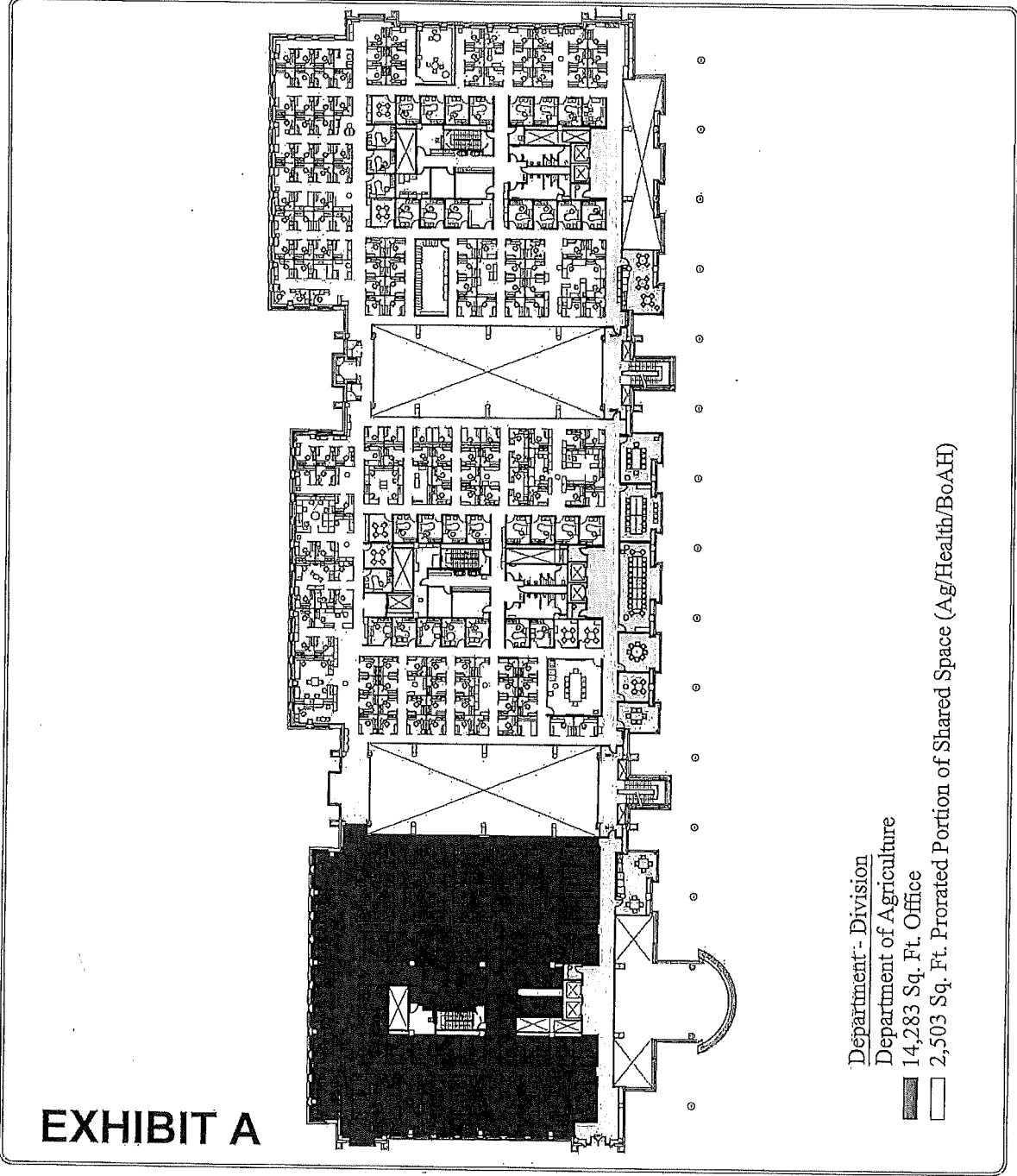
Freeman Office
Building
3 10272

Notes / Remarks
C2125311 Lease Renewal
3/2/2011

Third Floor
01031027162-40

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

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State
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Minnesota
Department
of
Administration
Real Estate and
Construction
Services

Freeman Office
Building
310272

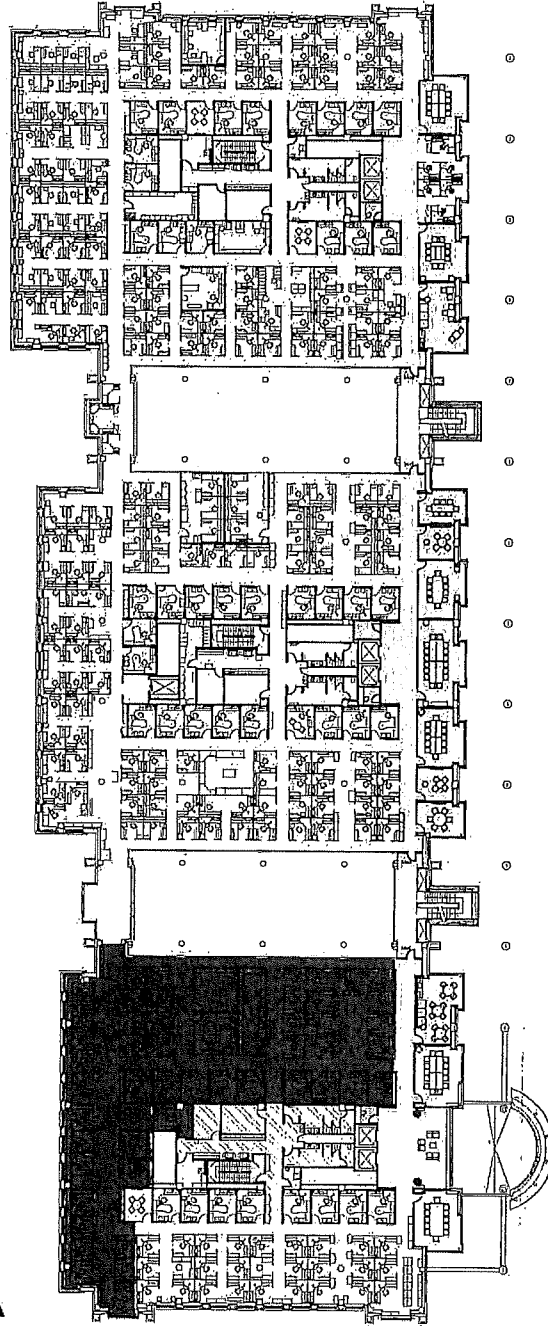
Notes/Remarks
EX-165/FM11.1.000.000000
4/17/2015

Fourth Floor
0021027262-44

Drawn By: J. Pankov
Checked By: C. Benoit
Approved By:

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EXHIBIT A



- Department - Division
- Department of Agriculture
- 8,682 Sq. Ft. Office
- 989 Sq. Ft. Prorated Portion of Shared Suite Space (Ag/BoAH)
- (Includes 50% Shared Rm A420)
- 3,077 Sq. Ft. Prorated Portion of Shared Space (Ag/Health/BoAH)



State
of
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Real Estate and
Construction
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Freeman Office
Building
310272

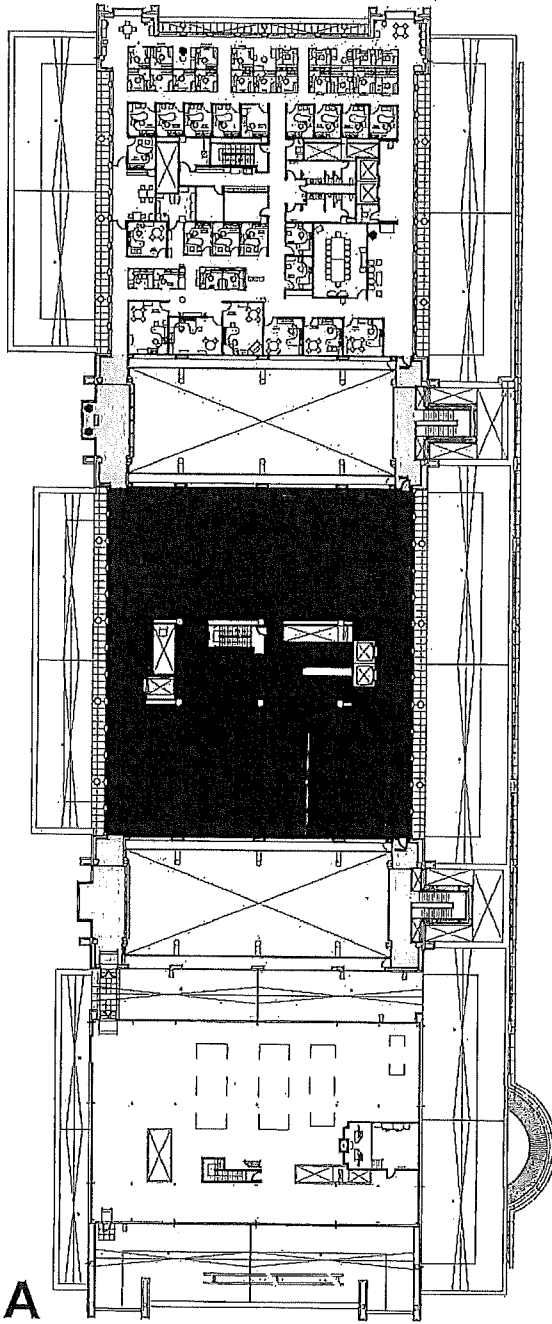
Notes / Remarks
EX-162711 (cont.)
2/2/2015

Fifth Floor
0021007262-05

Drawn By: J. Friseth
Checked By: C. Stratum
Approved By:

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EXHIBIT A



Department - Division
Department of Agriculture
13,690 Sq. Ft. Office
700 Sq. Ft. Prorated Portion of Shared Space (Ag/Health/BoAH)

I. DUTIES OF LANDLORD

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

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

2. UTILITY SERVICES

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

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

- (iii) Unless established to the contrary through a pre-approved written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating and cooling areas with TENANT-owned equipment or TENANT needs for extended hours of operation. If TENANT has TENANT-owned equipment or TENANT requires additional heating or cooling beyond the established hours of operation or for a normal "office" environment setting use, a written agreement shall be entered into with LANDLORD and the cost for the additional hours of operation or specialized use shall be the responsibility of TENANT. TENANT will be billed by LANDLORD for the extended hours of operation.
- c. **Water/Sewage** LANDLORD shall provide the Leased Premises with adequate water and sewage facilities sufficient to serve its design population capacity.
- d. **Ventilation** LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2-2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the TENANT as required by the application and the needs of the system. Unless established to the contrary through a pre-approved written agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.
- e. **Electrical**
 - (i) LANDLORD shall provide the Leased Premises with electrical infrastructure 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 require specialized electrical operation, are considered special program needs and shall be the direct responsibility of TENANT at TENANT'S cost. All TENANT equipment installation to be approved in accordance with the provisions of this lease with LANDLORD to ensure proper installation of powered equipment. TENANT shall be billed by LANDLORD on a fee-for-service 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 campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT, the LANDLORD will schedule work during "off hours", nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LANDLORD reserves the right to interrupt electrical services as required during normal business hours.
 - (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

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

a. Office Cleaning

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

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

b. Lobby/Entrance Cleaning

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

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

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

c. Hard Surface Floor Care – Common Areas

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

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

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

d. Hard Surface Floor Care – Work Areas

Daily: Dust accessible areas.
Wet mop other areas.

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

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

e. Restroom Cleaning

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

Monthly: Machine scrub floors.
Sanitize waste receptacles.

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

f. Shower room/stall cleaning

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

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

g. Miscellaneous Cleaning

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

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

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

II. DUTIES OF TENANT

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

C. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

D. HAZARDOUS WASTE

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

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

- E. ELECTRONIC DEVICES AND FURNITURE TENANT is responsible for TENANT'S owned electronic equipment, appliances, and office furniture, recycling or disposal. Disposal of these items is at TENANT'S expense. TENANT shall report the cumulative weight of electronics that are recycled each calendar year to the LANDLORD by the 15th of January the subsequent calendar year for which the recycling took place.
- F. WASTE PREVENTION, ENERGY CONSERVATION AND USE OF UTILITY SERVICES Heating, ventilation and air conditioning, electrical, water and sewage (please refer to DUTIES OF LANDLORD , 2. Utility Services, parts a & b).

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

G. USE OF LEASED PREMISES

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD, poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants. Open flames, including candles is prohibited.
2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LANDLORD as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact 651.201.2300 to request access.
3. TENANT agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Railies. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.
4. TENANT agrees to consider conference rooms not leased as part of the Leased Premises are under the custodial control of LANDLORD, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales.
5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods.

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

6. TENANT agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.
7. TENANT to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels,

and other pests from entering.

8. TENANT is responsible for all interior ADA accommodations.

H. EQUIPMENT REPAIR/REPLACEMENT SERVICES

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

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

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

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

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

K. SIGNAGE

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

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

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

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

N. MODIFICATIONS TO LEASED PREMISES

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

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

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

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

DEPARTMENTAL LEASE

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

190

TERMS AND CONDITIONS:

1. **LEASED PREMISES** LESSOR grants and LESSEE 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	

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

FY: 18	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/17 - 6/30/18	Basement	509		\$39.80		\$1,688.20	\$5,064.60	\$20,268.40
	First	16,764		\$39.80		\$55,600.60	\$166,801.80	\$667,207.20
	Second	19,836		\$39.80		\$65,789.40	\$197,368.20	\$789,472.80
	Thrd	18,776		\$39.80		\$62,273.73	\$186,821.19	\$747,284.76
TOTAL		55,885				\$185,351.93	\$556,055.79	\$2,224,223.16

FY: 19	ROOM OR FLOOR	SQUARE FEET		RATE PER SQUARE FOOT		MONTHLY AMOUNT	QUARTERLY AMOUNT	AMOUNT FOR LEASE PERIOD
		OFFICE	STORAGE	OFFICE	STORAGE			
LEASE PERIOD								
7/1/18 - 6/30/19	Basement	509		\$41.40		\$1,756.10	\$5,268.30	\$21,073.20
	First	16,764		\$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
	Thrd	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

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

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

LESSOR:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
COMMISSIONER
By Susan T. Estes
REAL ESTATE AND CONSTRUCTION SERVICES
Date 8/10/17

LESSEE:
DEPARTMENT OF AGRICULTURE
By [Signature]
Title Deputy Commissioner
Date 8-8-17

APPROVED:
STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
FACILITIES MANAGEMENT DIVISION
By Ka Seeley
Title Bus Operator's Mgr
Date 7-21-17

STATE ENCUMBRANCE VERIFICATION
Individual signing certifies that funds have been encumbered as required by Minn. Stat. §16A.15 and §16C.05.
By Lind K Rowley
Date 8-07-17
Contract No. 129645 3000025018



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

State Lab Building
 310271

Notes / Remarks
 EXHIBIT Long Revised
 3/1/2017

Basement
 02/21/2017 10:44

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

1 of 5

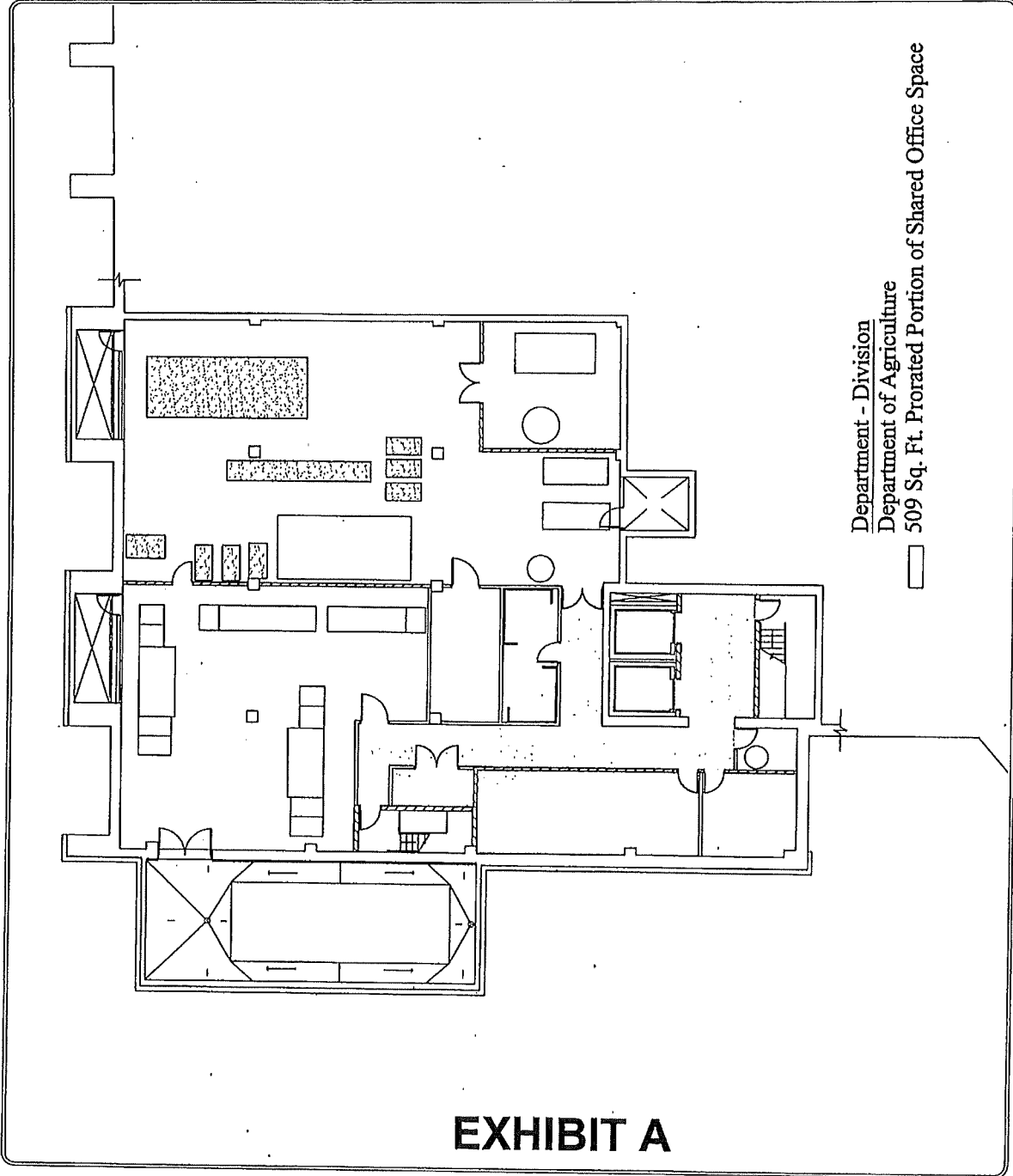


EXHIBIT A



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

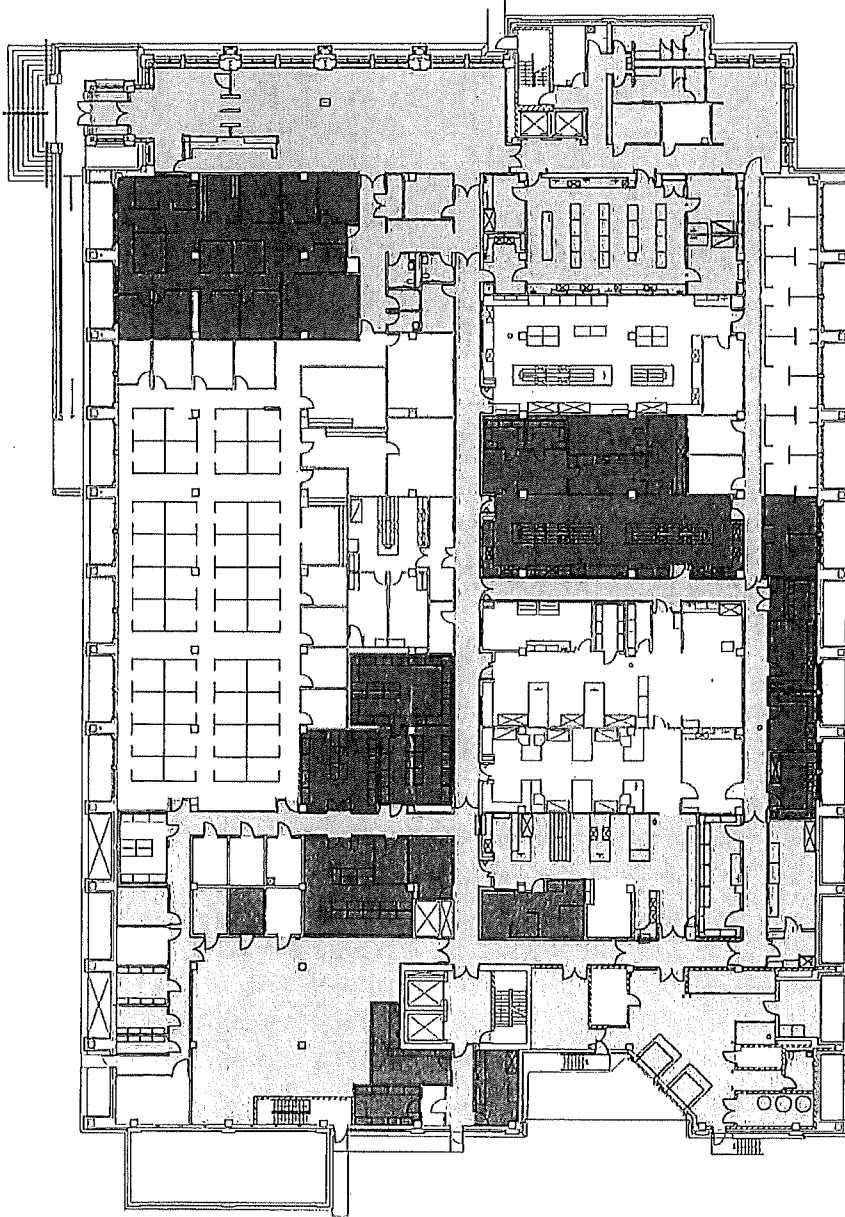
State Lab Building
 310271

State of Minnesota
 Department of Administration
 Real Estate and Construction Services

First Floor
 08/31/2016-08-31

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

2 of 5



Department - Division
 Department of Agriculture
 9,122 Sq. Ft. Office
 7,642 Sq. Ft. Prorated Portion of Shared Office Space

EXHIBIT A



State of Minnesota
 Department of Administration
 Real Estate and Construction Services

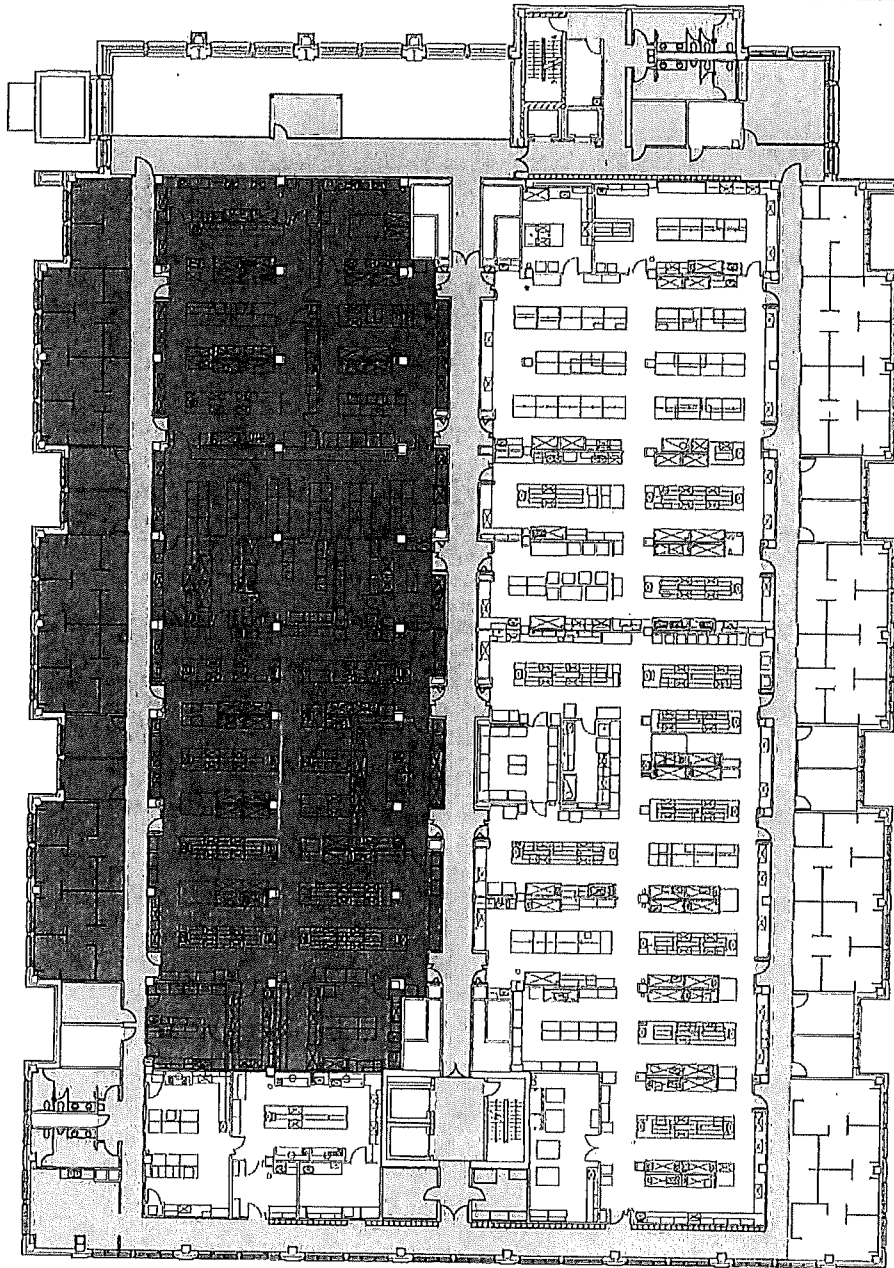
State Lab Building
 310271

State Laboratory
 PUBLIC SAFETY (Fire Marshal)
 5120815

Second Floor
 00010271-02

Drawn By - J. Zisch
 Checked By - C. Bergmann
 Approved By

3 of 5



Department - Division
 Department of Agriculture
 15,894 Sq. Ft. Office
 3,942 Sq. Ft. Prorated Portion of Shared Office Space

EXHIBIT A

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.
 - 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. The determination whether to replace shall be made at the discretion of LESSOR.
 - 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 space in order to meet specialized needs of TENANT, such as ADA accommodations.
 - g. **Mechanical/Operating Systems and Equipment Repair/Replacement Services** LANDLORD shall provide maintenance engineering, preventative maintenance, repair and/or replacement services on mechanical/operating systems and equipment within the building that are LANDLORD-owned and under LANDLORD'S custodial control.

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

2. UTILITY SERVICES

- a. **Heating and Cooling** LANDLORD warrants that the Leased Premises are served by heating and cooling facilities sufficient to maintain the Leased Premises within the acceptable range of temperature identified below, under all but the most extreme weather conditions, assuming optimal use by TENANT of all thermostats and other climate control devices such as the opening or closing of blinds, doors and vents, within the Leased Premises. LANDLORD may provide TENANT with written instructions defining said optimal use. For purposes hereof, the acceptable ranges of temperature are as follows:
 - (i) From October 1 through April 30, between 70.5 degrees and 74.5 degrees. Temperature settings must be lowered to 60°F to 62°F during periods outside of working hours.
 - (ii) From May 1 through September 30, between 72.0 degrees and 76.0 degrees. Temperature settings will be increased to 85°F during periods outside of working hours.

- (iii) Unless established to the contrary through a pre-approved written agreement, heating and cooling systems are set to operate as defined above. Building heating and cooling systems are not intended to be used for heating areas with TENANT-owned equipment or TENANT needs for extended hours of operation. If TENANT has TENANT – owned equipment or TENANT requires additional heating 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.
- (iii) Heating and/or cooling requirements listed above do not apply to identified laboratory spaces.
- c. **Water/Sewage** LANDLORD shall provide the Leased Premises with adequate water and sewage facilities of a design capacity sufficient to serve the Leased Premises.
- d. **Ventilation** LANDLORD shall provide ventilation to the Leased Premises as outlined ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers, Inc.) Standard 62.1-2013. All supply air shall be filtered in accordance with ASHRAE Standard 52.2- 2012 Atmospheric Dust Spot Efficiency Rating. Air filters will be replaced by the LESSOR as required by the application and the needs of the system. Unless established to the contrary through a pre-approved written agreement, air-handling systems will operate as required to maintain occupied space temperatures between 7:00 a.m. until 5:00 p.m., Monday through Friday, excluding State holidays.
- e. **Electrical**
 - (i) LANDLORD shall provide the Leased Premises with electrical infrastructure of a design capacity sufficient to maintain the Leased Premises with adequate electrical supply based on normal office usage of the equipment configuration at the start of this lease at the discretion of LANDLORD. TENANT- owned equipment, purchased and installed by TENANT, or purchased and installed on behalf of TENANT through a major construction or renovation project and/or TENANT’S need for extended hours of operation which require specialized electrical operation, are considered special program needs and shall be the direct responsibility of TENANT at TENANT’S cost. All TENANT equipment installation to be approved in accordance with the provisions of this lease with LANDLORD to ensure proper installation of powered equipment. TENANT shall be billed by LANDLORD on a fee-for-service 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 campus wide basis over the course of the calendar year. The frequency and length of interruptions will vary between buildings due to the size of the building and amount of equipment within the building. In coordination with the TENANT the LANDLORD will schedule work during “off hours”, nights and weekends in an effort to minimize disruption to TENANT activities at the same time working within the limitations of available manpower and available equipment. In the event of an emergency situation of the LANDLORD reserves the right to interrupt electrical services as required during normal business hours.
 - (iv) For non-scheduled power outages, every effort shall be made by LANDLORD to restore electrical power in cooperation with the respective utility companies as soon as reasonably possible.

3. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

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

a. Office Cleaning

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

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

b. Lobby/Entrance Cleaning

- Daily: Empty/spot clean common area recycle receptacles.
Sweep hard surface floors.
Wet mop hard surface floors.
Clean walk off mats.
Clean door glass; spot clean adjacent glass.
Vacuum carpet.
Clean entire interior and exterior of elevators.
Sweep/vacuum/wet mop 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 hair and other debris on finishes and fixtures.

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

g. Miscellaneous Cleaning

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

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

As Needed: Wet mop hard surface stairwell risers and landings.

Clean ceiling light diffusers and exhaust fans in elevator cars.
Clean janitorial closets.
Dust stairwell railings.
Vacuum upholstered furniture.

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

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

II. DUTIES OF TENANT

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

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

C. REDUCTION, REUSE, RECYCLING, AND SUSTAINABILITY

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

D. HAZARDOUS WASTE

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

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

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

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

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

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

G. **USE OF LEASED PREMISES**

1. TENANT agrees not to use the Leased Premises in any way which, in the judgment and discretion of LANDLORD , poses a hazard to building occupants, the Leased Premises or the building in part or whole, nor shall TENANT use the Leased Premises so as to cause damage, annoyance, nuisance or inconvenience to other building occupants. Open flames, including candles is prohibited.
2. TENANT agrees to not use any stairwells, stairwell landings, loading dock areas, electrical, low voltage and mechanical equipment rooms or janitorial closets under the custodial control of LANDLORD as storage areas. If access to any locked electrical/low voltage or janitorial/maintenance closet is needed by TENANT, TENANT shall contact 651.201.2300 to request access.
3. TENANT agrees to consider all common areas in the buildings not located within the Leased Premises including entrances, lobbies, stairwells and landings as public, common spaces and shall only use them for State-approved events and shall comply with Minnesota Rules Chapter 1235.0100 to 1235.0600, Rules Governing Public Places. All rules of conduct for users of public space will apply for the use of such space. These rules of conduct are subject to change. Public, common spaces shall not be used by TENANT , TENANT'S staff or private vendor(s) for solicitation or sales. Contact 651.201.2300 for more information regarding special events and rules governing them.
4. TENANT agrees to consider conference rooms not leased as part of the Leased Premises are under the custodial control of LANDLORD, as public, common spaces and shall only use them for State-sponsored events. Such public conference rooms shall not be used by TENANT, TENANT'S staff or private vendor(s) for solicitation or sales.
5. TENANT agrees to receive all goods delivered to the building related to TENANT or Leased Premises at the loading dock and promptly transporting to owned leased space. TENANT shall be responsible for the safe-guarding and security of these delivered goods.

TENANT agrees that, at no time, shall LANDLORD be held accountable for the loss of any delivered goods nor shall the loading dock be used for storage or as a holding area.
6. TENANT agrees to maintain the Leased Premises in a reasonably safe, clean and sanitary condition in compliance of all applicable codes.
7. TENANT to ensure all doors and windows remain closed when not in use in order to ensure a balanced HVAC system, reduce dust and pollen in the building and to prevent birds, squirrels, and other pests from entering.
8. TENANT is responsible for all interior ADA accommodations.

H. **EQUIPMENT REPAIR/REPLACEMENT SERVICES**

EXHIBIT B - AGRIC/HEALTH LAB BUILDING

1. TENANT-owned program equipment purchased and installed by TENANT or purchased and installed on behalf of TENANT through a major construction or renovation project that is related to TENANT'S programs or operation shall be the responsibility of TENANT to maintain, repair, replace or remove. Any structural or other damage to the Leased Premises resulting from TENANT'S equipment shall be remedied by TENANT at TENANT'S expense. At the discretion of LANDLORD, any of TENANT equipment shall be removed at the time TENANT vacates the Leased Premises and the Leased Premises shall be returned to its original condition at TENANT'S expense. LANDLORD may, at its discretion, following the execution of 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. Copies belonging to lost keys shall be replaced by LANDLORD at TENANT expense.
- J. **SECURITY SERVICES** TENANT shall be responsible for maintaining all non-perimeter security devices or sensors in the Leased Premises including panic devices, emergency call boxes, access control devices, and cameras.
- K. **SIGNAGE**
1. Identification of space within leased premises is the responsibility of the TENANT.
 2. TENANT shall not post nor permit any signs to be placed in the Leased Premises that are visible from the exterior of the Building, through the windows or visible from the halls or other common areas of the Building, unless prior written approval for the signs has been secured from the LANDLORD.
- L. **BUILDING MANAGEMENT SERVICES** TENANT will pay all invoices when previously agreed in writing in accordance with DUTIES OF LANDLORD, A.1. Building Management Services as it pertains to carpet, interior decoration and window treatments.
- M. **COMMUNICATION** TENANT shall submit TENANT initiated building postings to LANDLORD'S Building Manager for approval. Approved posting will be distributed to the building's bulletin holders.
- N. **MODIFICATIONS TO LEASED PREMISES**
1. TENANT shall contact LANDLORD to initiate any work that will affect the physical and/or operational characteristics of the Leased Premises. Such work may include but not be limited to: construction, remodeling, renovation, security systems, as well as modular furniture and communications/data cabling installations. Detailed plans for all such work shall be developed and approved by LANDLORD or their designee. Implementation of the work shall be performed either by:
 - a. Licensed contractor, as authorized by LANDLORD, under contract with the LANDLORD.
 - b. Licensed contractor, as authorized by LANDLORD, under contract with TENANT. Such contracts must be approved by LANDLORD prior to contract execution. Said contractor must follow all applicable codes and licensure requirements.
 2. At the time TENANT vacates the Leased Premises, TENANT shall, at LANDLORD'S option be responsible for restoration of the Leased Premises which have been modified by the TENANT since July 1, 2009. The Leased Premises shall be returned to its original condition by LANDLORD at TENANT'S expense.

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

FY 2012-2013 Agency Equipment Ownership

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.

** FMD will investigate the feasibility of isolating the solid waste interceptor; if feasible and cost effective, FMD will complete the isolation work. At the time the solid waste interceptor is isolated, Ag/Health will assume full responsibility for the Acid Neutralization System and the Solid Waste Interceptor

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PO 25020

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 provides 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, 2017*, or the date the State obtains all required signatures under Minnesota Statutes section 16C.05, subdivision 2, whichever is later.

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

2 Scope of Work

- 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.
- 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.
- 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.
- 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.
 - 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.
 - 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.
 - 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 33.21% of the total. Accordingly, MDA will reimburse MDH for 33.2% of the following expenses:

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

B. In each year of the agreement, MDA will also reimburse MDH for 40.66% 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).

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
- Electrical usage in the Freeman and Lab Building server rooms.

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 \$244,201.29 for all compensation and reimbursements for the period July 1, 2017 through June 30, 2019.

4 Conditions of Payment

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

5 Authorized Representative

MDH's Authorized Representative is Kevin Umidon, Facilities Manager, 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.

7 Liability

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

8 Termination

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

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

Signed: Eric K. Rowley
Date: 8-17-17
129760 300025020

2. Minnesota Department of Health

By: Dawn Udean
(With delegated authority)
Title: Accounting Supervisor Principal
Date: 8/1/17

3. Minnesota Department of Agriculture

By: [Signature]
(with delegated authority)
Title: Deputy Commissioner
Date: 8-21-17

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Exhibit A	Estimated costs per year	Health	AG	HR	BAH				
Services:									
Receptionist services	\$ 118,739.99	\$ 72,451.11	\$ 39,431.96	\$ 3,490.76	\$ 3,360.15				Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.
Preventive maintenance:									
Lab Building DI water system.	\$ 34,000.00	\$ 20,175.60	\$ 13,824.40						Based on 59.34 %health and 40.66 % AG
Lab Building vacuum air system.	\$ 2,770.00	\$ 1,643.72	\$ 1,126.28						Based on 59.34 %health and 40.66 % AG
Lab Building compressed air system.	\$ 9,500.00	\$ 5,637.30	\$ 3,862.70						Based on 59.34 %health and 40.66 % AG
Freeman and Lab Building server room uninterruptible power supply (UPS).	\$ 7,000.00	\$ 4,900.00	\$ 2,100.00						Based on a 70% health and 30% AG split
Freeman and Lab Building server room air conditioning systems.	\$ 3,215.00	\$ 2,250.50	\$ 964.50						Based on a 70% health and 30% AG split
Freeman and Lab Building server room fire suppression systems.	\$ 4,308.70	\$ 3,016.09	\$ 1,292.61						Based on a 70% health and 30% AG split
Greenery maintenance	\$ 11,880.00	\$ 7,249.18	\$ 3,945.35	\$ 349.27	\$ 336.20				Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.
Repairs to the:									
Lab Building DI water system.	\$ 4,375.00	\$ 2,596.13	\$ 1,778.88						Based on 59.34 %health and 40.66 % AG
Lab Building vacuum air system.	\$ 1,250.00	\$ 741.75	\$ 508.25						Based on 59.34 %health and 40.66 % AG
Lab Building compressed air system.	\$ 1,250.00	\$ 741.75	\$ 508.25						Based on 59.34 %health and 40.66 % AG
Lab Building O2 sensors in the bulk gas room.	\$ 1,200.00	\$ 712.08	\$ 487.92						Based on 59.34 %health and 40.66 % AG
Freeman Building audio/visual equipment in rooms B144 - B145.	\$ 1,500.00	\$ 915.30	\$ 498.15	\$ 44.10	\$ 42.45				Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.
Freeman and Lab Building server room uninterruptible power supply (UPS).	\$ 20,500.00	\$ 14,350.00	\$ 6,150.00						Based on a 70% health and 30% AG split
Freeman and Lab Building server room air conditioning systems.	\$ 9,170.00	\$ 6,419.00	\$ 2,751.00						Based on a 70% health and 30% AG split
Freeman and Lab Building server room fire suppression systems.	\$ 3,500.00	\$ 2,450.00	\$ 1,050.00						Based on a 70% health and 30% AG split
Freeman Building entry turnstiles.	\$ 1,250.00	\$ 762.75	\$ 415.13	\$ 36.75	\$ 35.38				Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.
Freeman Building interior cameras.	\$ 1,875.00	\$ 1,144.13	\$ 622.69	\$ 55.13	\$ 53.06				Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.
Freeman building interior keycard readers.	\$ 1,875.00	\$ 1,144.13	\$ 622.69	\$ 55.13	\$ 53.06				Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.
Spectral Utilities:									
The electricity use in server rooms	\$ 45,000.00	\$ 31,500.00	\$ 13,500.00						Based on 70%health and 30 % AG
Bulk argon and nitrogen gases for lab use	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00						Split 50%
Supplies:									
Visitor badges	\$ 5,000.00	\$ 3,051.00	\$ 1,660.50	\$ 147.00	\$ 141.50				Based on 61.02%health, 33.21% AG, 2.94 % HR and 2.83% BAH.
Annual total	\$ 389,152.09	\$ 208,851.50	\$ 122,100.64	\$ 4,178.13	\$ 4,021.81				
Total estimated obligation for the period 7/1/17 - 6/30/19	\$ 678,304.18	\$ 417,703.01	\$ 244,201.29	\$ 8,356.27	\$ 8,043.62				



Comprehensive IT Service Level Agreement

In direct support of
Minnesota Department of Agriculture Operations

October 23rd 2017

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Section 1: Service Agreement – General Terms

Introduction

The aim of this Agreement is to provide a basis for close cooperation between Minnesota IT Services (MNIT) and Agency, for support services to be provided by MNIT to the Agency, thereby ensuring that timely, cost effective and efficient support services are available to Agency end users.

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 document 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 agreements between MNIT and the Agency 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” 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 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 and agency-specific (unique) applications (business application software and related technical support services), system software, networks, databases, telecommunications, data centers, mainframes, servers, desktops and monitors/laptops/mobile computing devices, output devices such as printers, electronic mail, office systems, reporting, and other standard software tools, helpdesk, 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 of Service Level Agreements

- To create an environment that is conducive to a cooperative relationship between MNIT and the Agency to ensure the effective support of end users who conduct state government business.
- To document the responsibilities of all parties taking part in the Agreement.
- To ensure that the Agency achieves the provision of a high quality of service for end users with the support of MNIT.
- To define the start of the Agreement and the process for reviewing it.
- To define in detail the services to be delivered by MNIT and the level of service and anticipated costs that can be expected by the Agency, thereby reducing the risk of misunderstandings.
- To provide a common understanding of service requirements/capabilities and the principals involved in the measurement of service levels/objectives.
- To provide the parties to the SLA a single, easily referenced document that addresses the objectives as listed above.

Review Process

This Agreement will be reviewed no less frequently than every two years on a mutually agreed upon date, by the Agency and MNIT. The two year review will cover the legal portion of the SLA. To the extent reasonably necessary to meet the business needs of the Agency, the parties to this SLA agree to use best efforts to amend the SLA to change and update the Agreement to reflect the Agency's business needs.

Common Partnership

MNIT and the Agency will establish a cooperative relationship to achieve efficiencies and improve the delivery of technology services.

MNIT and the Agency will work collaboratively to meet the State's strategic direction and business needs. MNIT and the Agency agree to all terms, including as follows:

- In conjunction with state agencies and others stakeholders, MNIT will establish and maintain a formal governance process (Minnesota IT Governance Framework) that includes agency business participation and incorporates agency input into overall IT strategy and direction.
- All Agency IT employees are MNIT employees and report to the MNIT Chief Business Technology Officer (CBTO) assigned to the agency.
- MNIT's oversight authority includes, but is not limited to, IT planning activities, IT budget management, purchasing, policy development, policy implementation, and direction of MNIT employees. MNIT's oversight authority does not extend to the non-IT portions of the Agency's business operations.
- Pursuant to Minnesota Statutes section 16E.016, MNIT has the responsibility for provisioning, improvement, and development of all Agency IT systems and services as directed and delegated by MNIT to the Agency CBTO. In performing these duties, MNIT will take into consideration all of the Agency's concerns and requests, as reasonably required to address the Agency's business needs.

MNIT Services Roles and Responsibilities

MNIT in combination with the Agency will work together to assure the best interest of the State and the Agency it supports.

MNIT is responsible for:

- Managing all IT strategic planning and establishing the State's IT direction in the form of policies, standards, guidelines and directives.
- Developing and determining delivery strategies for all executive branch state agency IT activity and services consistent with the IT governance.
- Managing IT resource deployment at the executive branch level based on strategic planning, service delivery strategies, Agency and executive branch business needs and legal restrictions and requirements on IT resources and IT resource funding.
- Performing 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, labor relations, unemployment, workforce planning, recruitment, training, safety and investigations.
- Determining responsibility, role, and compensation for the Agency-based CBTO; creating a position description, completing performance appraisals of the Agency-based CBTO and implementing performance-related measures including performance management, in consultation with the Agency.
- Implementing and maintaining appropriate IT internal controls for all IT-related business. Additionally, setting information security policies and standards and overseeing the security of the State's executive branch information and telecommunications technology systems and services. MNIT is not responsible for maintaining internal controls for Agency non-IT related business.
- Developing and maintaining 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 failure. MNIT will collaborate with executive branch state agencies to develop recovery strategies consistent with business priorities and timelines. MNIT will coordinate response and recovery activities 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 continuity plans and procedures.

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- MNIT, through the CBTO, will work in good faith with the Agency Partner to comply with all applicable state and federal laws, rules and regulations that the agency identifies. MNIT will work with 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 then additional resources may be required to bring the Agency into compliance.
 - Provide timely, accurate invoices to the Agency.

Note: refer to Appendix A provides high-level roles and responsibilities for MNIT Local and Enterprise Service delivery teams

The Agency Roles and Responsibilities

In matters related to this SLA, the Agency is responsible for the following:

- Ensuring the CBTO is in a role within the Agency that directly communicates with the Commissioner, Deputy Commissioner, or equivalent.
- Including the CBTO as a regular attendee of Agency leadership team meetings to provide IT-related reports and works in partnership to ensure that the MNIT IT strategy supports the business needs of the Agency.
- Providing input to the State CIO on performance appraisals and performance management for the CBTO.
- Working with MNIT to perform a portion of the other administrative services and will partner with MNIT on the 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.)
- Working in good faith with MNIT and the CBTO to comply with all applicable state and federal laws, rules, standards and regulations. If the Agency is not currently in compliance then additional resources may be required to bring the Agency into compliance.
- Process and pay in a timely manner all invoices to MNIT.
- Working with MNIT and the CBTO to adhere to the policies and procedures for requesting IT services, processes, tools, procedures and participating in IT project management methodologies.
- The Agency will collaborate with MNIT on MNIT's Asset Management and Inventory.

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- The Agency is responsible for determining and communicating 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 initiating a change to this SLA and/or the IT Budget, as prescribed by the SLA and this Section.
 - The Agency will work with CBTO in providing necessary financial accounting services and purchasing for the Agency, providing regular financial reporting sufficient to plan, manage and commit funding for Agency IT services, as well as fiscal operations and functions related to the CBTO and MNIT employees.
 - Developing and maintaining a continuity of operations plan and procedures that include the Agency's business priorities and timelines and critical information and telecommunications technology system and service needs during a continuity incident, emergency, or disaster. The Agency will collaborate with MNIT to develop recovery strategies for critical systems and services needed to support business services. The Agency will coordinate response and recovery activities with MNIT during a continuity incident, emergency or disaster. The Agency will also collaborate 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 information services investments and services by identifying, developing, and executing IT projects and ongoing operations.

The Chief Business Technology Officer Roles and Responsibilities

The CBTO represents MNIT at the Agency and has delegated oversight over all Agency-based MNIT resources, employees and also 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 and advocate for the Agency's strategic IT direction, planning, business needs and priorities to MNIT.
- Assure that the Agency implements all applicable MNIT IT policies, standards, guidelines, direction, strategies, and decisions in keeping within resource and budget constraints.
- 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.

- The CBTO has the authority and responsibility to manage the Agency IT Budget, including the determination of service delivery strategies – adhering to applicable laws, and in consultation with the Agency.

Data Handling Roles and Responsibilities

- The electronic agency partner's data that is housed on MNIT managed technology belongs to the agency partner and is subject to the agency partner's direction and control. MNIT is the custodian of the agency partner's electronic data. However, the State Chief Information Officer is not the responsible authority under the Data Practices Act for the agency's data that resides on MNIT managed technology equipment.
- Should MNIT receive a data request for agency data, MNIT will not produce the requested data. Instead, MNIT will alert the agency partner that a data request has been received.
- MNIT will respond to requests for MNIT data. Agency partners will alert MNIT that a data request has been received. Agency partners will not produce MNIT data as part of a data request.
- Should a request include agency data and MNIT data, MNIT and the agency partner will work together to appropriately respond to the request.
- Minnesota Statutes, Chapter 16E, requires the agency partner 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.
- Should MNIT or the agency partner become aware of a known or suspected security incident or potential breach of an Agency's 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 resources. The agency partner will be responsible for complying with the notice and regulatory requirements under Minnesota Statutes Chapter 13 and other applicable state and federal laws, rules and regulations for any breaches of agency data.

Budget Scope

Agencies will budget for IT-related expenses in a collaborative process with the CBTO. Enterprise rate-based services and agency-based services provided by the CBTO will be billed directly to agencies.

MNIT will direct and delegate authority for agency-based service delivery to the CBTO, who will work with the Agency CFO to develop MNIT agency budgets for service optimization projects across the executive branch of government. MNIT will determine appropriate accounting processes to support agency payment of all MNIT bills, including but not limited to pre-defined budgets and agency-expenditure tracking requirements. The Agency and CBTO in collaboration ensure that all IT-related expenditures are accounted for, including but not limited to: MNIT employee expenses (salary, benefits, and other costs of employment), hardware, software, supplies, training, and administrative costs (all demarcated in governance-approved supporting documents, such as the "In/Out list"). The CBTO or his/her delegate approves all expenditures.

The Agency agrees to strive for smooth business interfaces with MNIT in regards to IT expenditures, billing, and timely bill payment. MNIT and Agency financial staff will collaborate on developing mutually agreeable terms for reporting expenses associated with specific Agency program areas.

Acceptance

In the Information Technology Consolidation Act, the Minnesota Legislature required the Chief Information Officer to enter into a service level agreement governing the provision of Information Technology 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 Services is required by the State Legislature, and a Service Level Agreement is a required part of that process.

Because a Service Level Agreement is required by the Legislature, an agency's use of the Information Technology services provided by MNIT constitutes acceptance by both parties of all terms in this Service Level Agreement. MNIT recognizes that providing Information Technology Services is most successfully done in close partnership with the Agency Partner, and encourages the Agency representative to memorialize that formal relationship by adding his or her signature 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 Primary Contact and the State's CIO will meet to determine further action.

Liability

Each party shall be responsible for claims, losses, damages and expenses which are proximately caused by the wrongful or negligent 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 or be construed to create a basis for any claim or suit when none would otherwise exist. This provision shall survive the termination of this Agreement.

Additional Provisions

The terms of this SLA are not meant 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 Agreement shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

Assignment

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

Section 2: Service Agreement – Projects and Services

This section provides information related to the various projects and services provided to agencies. Further information on each project or service is available through the agency based CBTO or their designee.

Service Delivery Channels

There are 4 types of service delivery channels available:

1. Local Services
2. Enterprise Services
3. Shared Services
4. Center of Excellence Services

Local Services are services that are provided by MNIT staff located at the customer agency and are provide to serve only that agency's business operations. Examples include: Application Support and Development, Application Management, Application Operations, Project Management Office Functions including Project Management, Business Analyst and Quality Assurance functions. These services are provided on a 'pass-through' basis for staff salaries and benefits and any IT purchases not covered by an Enterprise, Shared, or Center of Excellence Service.

Enterprise Services are standard services that all Executive Branch agencies are required to utilize to ensure consistency and business interoperability within government. Examples include: email and calendaring, phones, networks, servers, desktop/laptop computers and related support services. These services have biennial enterprise rates approved by MMB and are uniform across all agencies.

Shared Services are standard services that Executive Branch agencies may utilize to support their business operations. Alternatively, this type of service may also be provided on a single agency basis by MNIT @ Agency staff. Examples include: Database and Software as a Service (SaaS) Development and Support. These services have biennial enterprise rates approved by MMB and are uniform across all agencies that utilize the shared service.

Center of Excellence Services are services that Executive Branch agencies may utilize to support their business operations. Typically these services are provided by MNIT @ Agency staff to multiple agencies. Examples include: FileNet Document Management and Identity and Access Management (IAM) provided by MNIT @ DHS and used by a number of other agencies. These services have rates set by the service provider and approved by MMB and are uniform across all agencies that utilize the service.

A detailed description of each service, its pricing and the delivery terms associated with that service may be found at:

[All Services / MN IT Services](#)

Agency Service Controls

In general, agencies exert control on services in the following four ways:

1. **Off** – don’t consume the service
2. **On** – consume the service
3. **Less** - reduce service hours, service level (e.g., response time) or number of units consumed
4. **More** – increase service hours, service level (e.g., response time) or number of units consumed

Services will include the “controls” icon to signify which controls are applicable to the given service. Some services are more mandatory than others. For example, email or WAN services. Costs associated with these services behave in a more fixed manner. While other services and associated costs are more variable in nature.

Currently Delivered Enterprise Services

Enterprise Services Summary

Service	Included	NOT included	Delivery Method (Resource Type)	Hours of Operation	Service Control	Cost Metric
<u>Database administration</u>	<ul style="list-style-type: none"> • Database operational support 	Database logical design Application support <ul style="list-style-type: none"> • Dedicated host, license & maintenance costs 	Fulltime support staff with access to the MNIT on premise and external cloud environments	Prod 7x24 On-call off hours and weekends Non-production 7am-5pm M-F	On or Off	Hour
<u>Desktop Bundle</u>	<ul style="list-style-type: none"> • Standard desktop, keyboard and mouse – replaced every 5 years. 	<ul style="list-style-type: none"> • Performance-upgraded desktop • Monitor(s) • Memory upgrade • Headset 	Fulltime Support staff for both online support and	24/7/365 with following hours of support.	More or Less	Desktops

	<ul style="list-style-type: none"> • Workstation management and protection package: antivirus, firewalls, security patching and encryption • Workstation support, including remote desktop and deskside support. • Inventory management of hardware and software 	<ul style="list-style-type: none"> • Cameras (required to use all of the functionality of Skype for Business) • Local printer, if applicable for your agency • Ergonomic or wireless bundle <ul style="list-style-type: none"> ○ Ergonomic keyboard & mouse ○ Wireless keyboard & mouse • Programmable keyboard • Shorter refresh cycle (see details above) 	deskside support.	Tier 1 – M-F, 7AM to 5 PM.		
<u>Enterprise Software Bundle</u>	<p>Enterprise License</p> <ul style="list-style-type: none"> • Microsoft Office 365: Word, Excel, PowerPoint, Outlook, OneNote, Access • SharePoint access license • Skype for Business • Security awareness training • Access oversight and audit <ul style="list-style-type: none"> ○ Physical access to Data Centers and data ○ Data access security monitoring ○ Web filtering 	Agency specific software packages	Fulltime Support staff for both online support and deskside support.	<p>Access to Foundational Services (Email, SharePoint and Skype) 24/7/365 from Microsoft</p> <p>Following hours of MNIT support.</p> <p>Email</p> <p>Tier 1 – M-F, 7AM to 5 PM.</p> <p>SharePoint and Skype</p> <p>M-F, 7AM-5PM</p>	More or Less	Active Directory

<u>Hosting Services</u>	Data Center Services and Support, physical and virtual server management and support	Customer application support	Fulltime Support staff and provided server equipment and infrastructure both on premise and in the cloud	24/7/365 expected infrastructure up time, 7am-5pm M-F on premise staff support with on call off hours and Sat &Sun	Off, On, More or Less	GB used, hour, item
<u>LAN</u>	Wired and wireless IP network connections within a location or campus	Wide area network (WAN) connections	MNIT owned and managed LAN devices	24x7	More or Less	Device , Hour
<u>Laptop Bundle</u>	<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: antivirus, firewalls, security patching and encryption • Workstation support, including remote desktop and deskside support. • Inventory management of hardware and software 	<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 <ul style="list-style-type: none"> ○ Ergonomic keyboard & mouse ○ Wireless keyboard & mouse • Programmable keyboard • Shorter refresh cycle (see details above) 	Fulltime Support staff for both online support and deskside support.	24/7/365 with following hours of support. Tier 1 – M-F, 7AM to 5 PM.	More or Less	Laptop

<u>Middleware</u>	Middleware software and support	Customer application support Database charges for MQ messaging Dedicated host charges	Fulltime support staff with access to the MNIT on premise and external cloud environments	Prod 7x24 On-call off hours and weekends Non-production 7am-5pm M-F	On, Off, More or Less	Item, Instance, Hour
<u>Mobile Device Management</u>	<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 	<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 	Level 1 – Service Desk Back office – Supported by MDM team. Additional service provided by @agency MNIT personnel if needed.	M-F, 7AM – 5PM	More or less	Device
<u>Telephone</u>	Telephone service using state IP services or contracted traditional services	Cellular Phones	Dial tone to telephone handset	24x7	More or less	Line
<u>WAN</u>	IP Network Connection	Applications running on the network	Managed circuits and WAN device	24x7	More or less	Circuit, device

Available Enterprise Services Currently Not Delivered

Service	Included	NOT included	Delivery Method (Resource Type)	Hours of Operation	Service Control	Cost Metric
<u>Mainframe Service</u>	Batch, Workload Scheduling, Mainframe Processing, Databases on the Mainframe, Mainframe DR services, replicated storage	Other Hosting services like Server and Hosting, Databases like SQL and Oracle, customer application support	Fulltime Support staff and provided mainframe equipment and Infrastructure	24/7/365 expected infrastructure up time, 7am-5pm M-F on premise staff support with on call off hours and Sat & Sun. 24/7/365 on site Batch Scheduling and Operations.	On or Off	Per Job
<u>Software As A Service (SAAS)</u> <u>Development & Support (SADS)</u>	Development services, licensing, storage, platform support, add-on software, professional services.	Direct end-user support of delivered solutions. Customers must respond to end-users and escalate support requests to the SAAS team when necessary.	Service agreements define project scope, deliverables, and development resources. Professional services hours are billed for development and support.	Development services and professional support are provided during normal business hours. Core application hosting/support is provided by Salesforce and Microsoft 24 x 7 x 365.	On, Off, More or Less	Item, hour
<u>Web Management</u> SDL Web (Tridion), Static Hosting, and Search	Website development, design, hosting, search, and support	Customer application support Optional: Quality Assurance website tool and Web Analytics	Fulltime support staff with access to the MNIT On-Premise and external cloud environments	Production availability 7x24x365	On or off	MB used

Local Services Summary

Service	Included	NOT included	Delivery Method (Resource Type)	Hours of Operation	Service Controls	Cost Metric
Application Development	Build, Enhance and Integrate Applications	<ul style="list-style-type: none"> Project management Application Support 	Onsite Full-time staff; contractors; vendors	M-F, 7AM – 5PM	Off or On – from an individual project view	Hour
Application Support	<ul style="list-style-type: none"> Maintenance and support of applications Application life cycle management 	<ul style="list-style-type: none"> Project management Application Development 	Onsite Full-time staff; contractors; vendors	M-F, 7AM – 5PM	Less or More <ul style="list-style-type: none"> Recovery times Support hours 	Hour
Business Analysis	Requirements development, testing and process assessment, design and improvement	<ul style="list-style-type: none"> Project management Application Development Application Support 	Onsite Full-time staff; contractors; vendors	M-F, 7AM – 5PM	Off or On – from an individual project view	Hour
Contract Management	<ul style="list-style-type: none"> Solicitation Vendor Selection Deliverables Procurement 	<ul style="list-style-type: none"> Customer/Business processes 	onsite Full-time staff	M-F, 7AM – 5PM	Off or On – from an individual project view	Hour
Cybersecurity	<ul style="list-style-type: none"> Assess information risk Manage security policies Support compliance activities Manage security operations Coordination with Enterprise Security Office 	Cyber forensic activities – these are delivered by the enterprise security office	Onsite Part-time Staff	M-F, 7AM – 5PM	Less or More <ul style="list-style-type: none"> Recovery times Support hours 	Hour
Data Management	Management compliance with data quality standards. Perform Daily Receipts Register data activities. LIS Help Desk support	Lead Forms team	Onsite Full-time Staff	M-F, 7AM – 5PM	Less or More <ul style="list-style-type: none"> Scope of work Frequency Hours of Ops 	Hour

General IT Leadership	Partner engagement, IT function management and strategy and architecture definition		Onsite Full-time Staff	M-F, 7AM – 5PM	Less or More	Hour
Procurement	Coordinate buying activities for IT products and services, including professional technical contracts.	Purchase of "Agency Office" Items. See CPRS Central vs. Agency Purchasing List	Onsite Full-time Staff	M-F, 7AM – 5PM	Less or More	Hour
Project Management	Initiate, scope, plan, deliver and transition Agency IT projects		Onsite Full-time staff; contractors; vendors	M-F, 7AM – 5PM	Less or More On or Off	Hour

CPRS Central vs. Agency Purchasing List

Executive Summary – Application Development

Service	Included	NOT included	Delivery Method (resource Type)	Hours of Operation
Application Development & Projects	Manage project portfolio Manage development, project manager, and business analyst resources Manage project delivery supply chain (internal, MNIT enterprise, and external vendors) Contract management Vendor management	Maintenance of applications	Internal MNIT resources Contracted resources	M-F, 7AM – 5PM

Service Name: Application Development

Description

The application development and projects service are the activities that occur to develop and deploy a software application.

What systems or services are supported?

- Application Development Project Tasks:
 - Planning
 - Application Design
 - Application Development
 - Testing

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- Deployment of software application to Production
 - Project Close
 - Hand off software application to application support
 - Application Portfolio
 - *See application portfolio list*
 - Technologies Supported:
 - Web Application development platform
 - Java
 - .Net
 - Databases
 - DB2
 - SQL Server
 - Oracle
 - GIS Mapping
 - Document Management
 - Web Site
 - Mobile Applications

What services are included?

- Management of the project portfolio
- Management of the development, project management and business analyst resources
- Management of project delivery chain that includes MNIT@MDA, MNIT enterprise and external vendors
- Contract management
- Vendor management

What services are NOT included?

Maintenance of applications

How (resource type) will the service be delivered?

Internal onsite MNIT resources utilizing MNIT and/or contracted resources with the technical skills needed to deliver and implement the requested software application and/or project.

What are the hours of operation and how to get support?

M-F, 7AM – 5PM

What will the response time be?

Response Level	Definition	Example	Response Target	NA
NA	Respond to project requests		2 Weeks	
NA	Portfolio reporting	Discussed at Executive Technology Committee	Monthly	

What are the business responsibilities?

- To be active participants during the application development portion of the project management lifecycle.
- Roles and responsibilities of the business will be determined at the beginning of the project in partnership with the business.
 - Sponsor’s role
 - Identification and role of business team members

When will regular maintenance be performed?

NA

Change Management Process/Termination

Change in scope to the approved project will be analyzed for the effect to the project deliverables, timelines, resources and cost. This analysis will be presented to the MDA project sponsor for approval.

Executive Summary – Application Support, including Laboratory Division

Service	Included	NOT included	Delivery Method (resource type)	Hours of Operation
Application Support	Application Portfolio Management Application Patches & Updates Laboratory Hardware Firmware Service Authorization (Enterprise) oversight and management	Enterprise Services Desktop Support & Service Desk	Internal MNIT resources Contracted resources	M-F, 7AM – 5PM

Service Name: Application Support, including Laboratory Division

Description

The application support services are the activities to maintain and support the portfolio of applications used by Minnesota Department of Agriculture (MDA).

What systems or services are supported?

- Application Portfolio Management:

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- Inventory of Applications used by MDA
 - Metrics to Determine Business Benefit of each Application:
 - Age of Application
 - How often Application is used
 - Cost to Support Application
 - Interrelationships with other Applications
 - Determination of Application Health:
 - Keep Application
 - Update Application
 - Replace Application
 - Retire Application
 - Application Patches and Updates:
 - Business Advisory Group:
 - License Program (LIS)
 - Inspection Program (CIS)
 - Vendor Applications
 - Laboratory Hardware Updates:
 - Installation and Updates to Firmware
 - Laboratory Instrument Computer Updates
 - Secure VLAN Environment for Laboratory Instruments
 - Service Authorizations with Enterprise Services
 - MnGeo GIS
 - LIMS Hosting & Oracle
 - DB2
 - Web Site Improve

What services are included?

- License Program (LIS)
- Inspection Program (CIS)
- E-Renewal
- Laboratory LIMS
- Other Applications in Portfolio

What services are NOT included?

- Application Development
- MN.IT Service Desk
- MN.IT Desktop Support

How will the service be delivered?

Internal onsite MNIT resources utilizing MNIT and/or contracted resources with the technical skills needed to support the requested software application.

What are the hours of operation and how to get support?

M-F, 7AM – 5PM

Remedy on Demand ticket system (MNIT Mall)

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	Not Applicable. MDA does not have priority 1 applications		15 Minutes	1 Hour
Priority 2 High	Applications Operations that impact multiple people and severely impacts the ability to conduct business operations.	License Program (LIS) Inspection Program (CIS)	1 Hour	1 Day
Priority 3 Med	Applications Operations that impact a single individual and has comfort/convenience impact only.	Vendor Applications	1 Day	1 Week
Priority 4 Low	Applications Operations that can be deferred or scheduled while working on higher level items without significant impact to operations.	Remaining Applications in Portfolio	1 Week	1 Month

What are the business responsibilities?

Report any software application problems into Remedy on Demand in a timely manner once discovered.

When will regular maintenance be performed?

- Regular Maintenance hours are: M-Sat 10:00pm-5:00am; and Sun 12:00am – Noon
- Maintenance outside of maintenance hours will be scheduled with as much lead time as possible
 - Goal is minimum of one weeks' advance notice.

Change Management Process/Termination

- Weekly IT Change Management meeting.
- Executive Technology Committee provides operational governance.

Executive Summary – Business Analysis

Service	Included	NOT included	Delivery Method (Resource type)	Hours of Operation
Business Analysis	Business Requirements Process Analysis and improvement Contract management Vendor management	Maintenance of applications	Internal MNIT resources Contracted resources	M-F, 7AM – 5PM

Service Name: Business Analysis

Description

The application development and projects service are the activities that occur to develop and deploy a software application.

What systems or services are supported?

Business analysis can be done on existing applications and processes as well as development projects.

What services are included?

- Business Requirements
- Process Analysis and improvement
- Contract management
- Vendor management

What services are NOT included?

Maintenance of applications

How will the service be delivered?

Internal onsite MNIT resources utilizing MNIT and/or contracted resources with the technical skills needed to deliver and implement the requested software application and/or project.

What are the hours of operation and how to get support?

M-F, 7AM – 5PM

What will the response time be?

Within 10-business days in line with formal project requests.

What are the business responsibilities?

- To be active participants during the definition of the project/business needs.
- Roles and responsibilities of the business will be determined at the beginning of the project with consultation with the business.
 - Sponsor's role
 - Role of business team members

When will regular maintenance be performed?

NA

Change Management Process/Termination

Change in scope to the approved project will be analyzed for the effect to the project deliverables, timelines, resources and cost. This analysis will be presented to the MDA project sponsor for approval.

Executive Summary – Contract Management

Service	Included	NOT included	Delivery Method (resource type)	Hours of Operation
Contract Management	Budget analysis Completion of required contracting forms Creation and monitoring of request for its entire lifecycle through MN.IT Services and Administration Vendor evaluation Contract/Work order creation Contract negotiation and execution Contract management Vendor management	Non-technical P/T contract and services	Internal MNIT resources	M-F, 7AM – 5PM

Service Name: Contract Management

Description

Creation and management of all contracts required for all professional technical (P/T) service contracts, maintenance, hosting and software purchases required by the Agency.

What systems or services are supported?

All technology systems and software deployed at the Agency that require P/T service contracts.

All technology systems and software deployed at the Agency that require maintenance or hosting contracts.

What services are included?

- Budget analysis
- Completion of required contracting forms
- Creation and monitoring of request for its entire lifecycle through MN.IT Services and Administration
- Vendor evaluation
- Contract/Work order creation
- Contract negotiation and execution
- Contract management
- Vendor management

What services are NOT included?

Contracts and purchases of non P/T services or software completed by the Agency per the current MN.IT In/Out list.

How will the service be delivered?

Internal onsite MNIT resources in coordination with MNIT Enterprise and Department of Administration.

What are the hours of operation and how to get support?

M-F, 7AM – 5PM

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
NA	Respond to MDA service requestor after receiving contracting request		1 Week	NA
NA	Provide status report on request		bi-weekly	NA

What are the business responsibilities?

- To be active participants during the contracting process
 - Coordinate budget and approval process within agency.

When will regular maintenance be performed?

N/A.

Change Management Process/Termination

Change in scope to the contract or purchase request will be analyzed and the results will be presented to MDA and MN.IT @ MDA & BAH management for next steps.

Executive Summary – Cybersecurity

Service	Included	NOT included	Delivery Method (resource type)	Hours of Operation
Cybersecurity – local	Assess information risk Manage security policies Support compliance activities Manage security operations Coordination with Enterprise Security Office	Cyber Forensics	Internal MNIT resources	M-F, 7AM – 5PM

Service Name: Cybersecurity

Description

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

What systems or services are supported?

This service extends across the entire IT environment and may be used to address any cybersecurity issue that arises.

What services are included?

- Assess information risk
- Manage security policies
- Support compliance activities
- Manage security operations

- Coordination with Enterprise Security Office

What services are NOT included?

Cyber forensic activities. These are delivered by the enterprise security office.

How will the service be delivered?

Internal onsite MNIT resources in coordination with MNIT Enterprise Security Office.

What are the hours of operation and how to get support?

M-F, 7AM – 5PM

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
NA	Respond to report of an incident		Same day	NA
NA	Resolution to a reported incident		NA	As soon as practical

What are the business responsibilities?

Report any software application problems into Remedy on Demand in a timely manner once discovered.

When will regular maintenance be performed?

NA

Change Management Process/Termination

The Cyber Security Scorecard is reviewed quarterly and results in new actions to improve performance

Executive Summary – Data Management

Service	Included	NOT included	Delivery Method	Hours of Operation
Data Management	<ul style="list-style-type: none"> • Verification and correction of entity physical and mailing address • Maintenance of license attributes, products and renew reports • License Help Desk • Training users of the licensing information system • Licensing access administration • Editing of licensing financial information 	Maintenance of applications	Internal MNIT resources	M-F, 7AM – 5PM

Service Name: Data Management

Description

Maintain data, records and entity relationships for the Licensing Information System (LIS).

What systems or services are supported?

Licensing Information System (LIS)

What services are included?

- Verification and correction of entity physical and mailing address
- Maintenance of license attributes, products and renew reports
- License Help Desk
- Training users of the licensing information system
- Licensing access administration
- Editing of licensing financial information

What services are NOT included?

Maintenance of LIS application

How will the service be delivered?

Internal onsite MNIT resources.

What are the hours of operation and how to get support?

M-F, 7AM – 5PM

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
Priority 1 Critical	Not Applicable.		15 Minutes	1 Hour
Priority 2 High	Applications Operations that impact multiple people and severely impacts the ability to conduct business operations.	License Program (LIS) Inspection	1 Hour	1 Day
Priority 3 Med	Applications Operations that impact a single individual and has comfort/convenience impact only.	License Program (LIS) Inspection	1 Day	1 Week
Priority 4 Low	Applications Operations that can be deferred or scheduled while working on higher level items without significant impact to operations.	License Program (LIS) Inspection	1 Week	1 Month

What are the business responsibilities?

Report any data discrepancies in a timely manner through Remedy on Demand once discovered.

When will regular maintenance be performed?

- Regular Maintenance hours are: M-Sat 10:00pm-5:00am; and Sun 12:00am – Noon
- Maintenance outside of maintenance hours will be scheduled with as much lead time as possible
 - Goal is minimum of one weeks' advance notice.

Change Management Process/Termination

- Executive Technology Committee approves application updates.

Executive Summary – General IT Leadership @ Agency

Service	Included	NOT included	Delivery Method (resource type)	Hours of Operation
<u>IT Leadership @ Agency</u>	<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 	NA	Internal MNIT resources	M-F, 7AM – 5PM

Service Name: General IT Leadership

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.

What systems or services are supported?

- IT Strategy development and execution
- Customer Engagement
- IT Resource Management
- Information Risk Management

- IT Budget Management
- IT Performance Management
- Troubleshoot service issues as needed.

What services are NOT included?

NA

How will the service be delivered?

Internal onsite MNIT resources.

What are the hours of operation and how to get support?

CBTO is available M-F 8:30 am – 5:00 pm, by phone, email and in person.

What will the response time be?

As soon as practical.

What are the business responsibilities?

- Give direction on priorities.
- Communicate issues in a timely fashion.

When will regular maintenance be performed?

NA

Change Management Process/Termination

Consult with the CBTO

How will the service be delivered?

In person, on site and remotely.

Executive Summary – Procurement

Service	Included	NOT included	Delivery Method (resource type)	Hours of Operation
Procurement	Budget Purchase Invoice	Installation of purchased products and services Volume Consumption of Enterprise rate based products	Internal MNIT resources	M-F, 7AM – 5PM

Service Name: Procurement

Description

Procurement encompasses the purchase of IT services and products needed to support users and projects. Need to hit on the in/out list. Need to hit on the enterprise and local angel of delivering this service.

What services are supported?

- Provide a MN.IT @ MDA fiscal year budget for the projected spending for Local Services and Enterprise Services.
- Execute the procurement of that budget with division approval when MN.IT purchases are made on their behalf.
- Review that the MN.IT invoices reflect the purchases made are correct and resolve discrepancies
- Monitor and regulation of MN.IT @ MDA spending of Local Services to stay within fiscal year budget.
- Provide a budget change request for approval when spending is to go outside of the projected fiscal year budget.

What services are included?

- Budget

-
- Purchase
 - Invoice

What services are NOT included?

Installation of purchased products and services; and Volume Consumption of Enterprise rate based products.

How will the service be delivered?

- The procurement service will be delivered by onsite MNIT Local team
 - Internal MNIT project managers
 - External contracted project managers

What are the hours of operation and how to get support?

- M-F, 7AM – 5PM

What will the response time be?

Budget changes, purchases and invoices are on an annual cycle such that response are usually needed on a monthly basis. Discrepancies are usually corrected on the next month's invoice.

What are the business responsibilities?

- Report budget, purchase or invoice discrepancies in a timely manner through Remedy on Demand once discovered.
- Pay monthly invoices in a timely manner once all discrepancies are resolved.

When will regular maintenance be performed?

- Budget review on a monthly basis

Change Management Process/Termination

- Any required MN.IT @ DLI budget changes will be done utilizing the prescribed Budget Change Request form.

Executive Summary – Project Management

Service	Included	NOT included	Delivery Method (Resource Type)	Hours of Operation
Project Management	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 	System or software application bugs Enhancement or maintenance effort that is considered as a support function Work requests under 300 hours of effort	Internal MNIT resources Contracted resources	M-F, 7AM – 5PM

Service Name: Project Management

Description

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

What services are supported?

- Project initiation
 - Consult with requestor
 - Document deliverables, timelines and costs
 - Assign resources
 - Prioritize and schedule project
- Project execution
 - Development of deliverables
 - Testing
 - Regular reporting
 - Delivery of deliverables
- Project Closeout
 - Transition project to operations
 - Closeout any contracts if applicable
 - Acceptance of deliverables by project sponsor

What services are included?

PMI Knowledge Areas (Management):

- Integration
- Scope
- Time
- Cost
- Quality
- Resource
- Communications
- Risk
- Procurement
- Stakeholder
- Project Types:
 - New development
 - Enhancements to existing systems
 - Hardware
 - Infrastructure

What services are NOT included?

- System or software application bugs
- Enhancement or maintenance effort that is considered as a support function
- Work requests that are under 300 hours of effort

How will the service be delivered?

- The project management service will be delivered by onsite MNIT Local team
 - Internal MNIT project managers
 - External contracted project managers

What are the hours of operation and how to get support?

- M-F, 7AM – 5PM

What will the response time be?

Response Level	Definition	Example	Response Target	Return to Service Target
NA	Respond to MDA after receiving project request		1 Weeks	NA
NA	Project Authorization		3 Weeks	NA
NA	Status Reporting		Monthly	NA

What are the business responsibilities?

- To be active participants during the project management lifecycle
- Roles and responsibilities of the business will be determined at the beginning of the project with consultation with the business.
 - Sponsor’s role
 - Role of business team members

When will regular maintenance be performed?

- N/A

Change Management Process/Termination

- Change in scope to the approved project will be analyzed for the effect to the project deliverables, timelines, resources and cost. This analysis will be presented to the MDA project sponsor for approval.
- Project termination can occur at project closeout or anytime within the project lifecycle by the MDA project sponsor.

Section 3: Service Agreement – Performance Metrics

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

The following performance metrics are available:

1. **Project Portfolio and Status Reports** are updated monthly and reflect the current state and performance metrics (time, budget, scope, quality) of each project. The project portfolio is produced and reviewed during monthly governance team meetings.
2. **Security Risk Scorecard** (contains NOT PUBLIC security information) measures a number of key metrics and security controls for an agency yielding a numeric score on 8 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; and 8. Security Training and Awareness.
3. **Application Portfolio Health** is an overall view of the MDA group of business applications and their relative scores that measure technical health and business value.

Appendix A: Baseline Data - MNIT @ MDA as of July 1 2017

	FY 2016	FY 2017	FY 2018
FTEs	25	23	18.9
Overall Budget	\$4.827M	\$4.429M	\$4.602M
Salary Budget	\$2.567M	\$2.485M	\$2.063M
Non-Salary Budget	\$1.818M	\$1.162M	\$619K
Enterprise Budget	\$442K	\$782K	\$1.920M
Odyssey Funding	0	\$46K	\$593K
# of active projects – (@ Start of FY)	NA	38	NA
# of Completed Projects (During FY)	NA	25	NA
New Project During FY	NA	16	NA

Appendix B: MNIT Local and Enterprise Services Roles and Responsibilities - Placeholder

<i>PLACEHOLDER/Sample MNIT Service Delivery</i>												
<i>Local and Enterprise Role and Responsibilities Matrix</i>												
Activity		Names/ Roles		CBTO	MNIT AC - Ops	MNIT ES Dir.	Local Ops Mgr	Local Dev Sup	Help Desk Sup	WSM Sup	Agency Deputy	Agency Div. Dir
1	Achieve Agency IT objectives	A	C/I	C/I	R	R	C/I	C/I	C	C/I		
2	Meet Agency IT expectations	A	C/I	C/I	R	R	C/I	C/I	C	C/I		
3	Resolve service interruptions	A	R	R	R	R	R	R	C/I	C/I		
4	Achieve MNIT objectives	R/C	A	R/C	R/C	R/C	R	R	C/I	C/I		
5	Adhere to MNIT IT Standards	R/C	A	R	R	R	R	R	C/I	C/I		
6	Achieve enterprise services SLA metrics	C	A	R	C	C/I	R	R	NA	NA		
7	Achieve local services SLA metrics	A	C	C	R	R	C	C	NA	NA		
8	Report enterprise services metrics	I	A	R	I	I	C	C	I	I		
9	Report local services metrics	A	C/I	C/I	R	R	C/I	C/I	I	I		
10	Plan enterprise services changes	C	A	R	C	C/I	C/I	C/I	C	C/I		
11	Approve local implementation of enterprise service changes	A	C	C	R	C/I	C/I	C/I	C/I	C/I		

RACI Definitions:
 The RACI Matrix is a tool to assist in the identification of roles and assigning of cross-functional responsibilities: RACI represents: **R** - Responsibility, **A** - Accountable, **C**- Consulted, and **I** - Informed

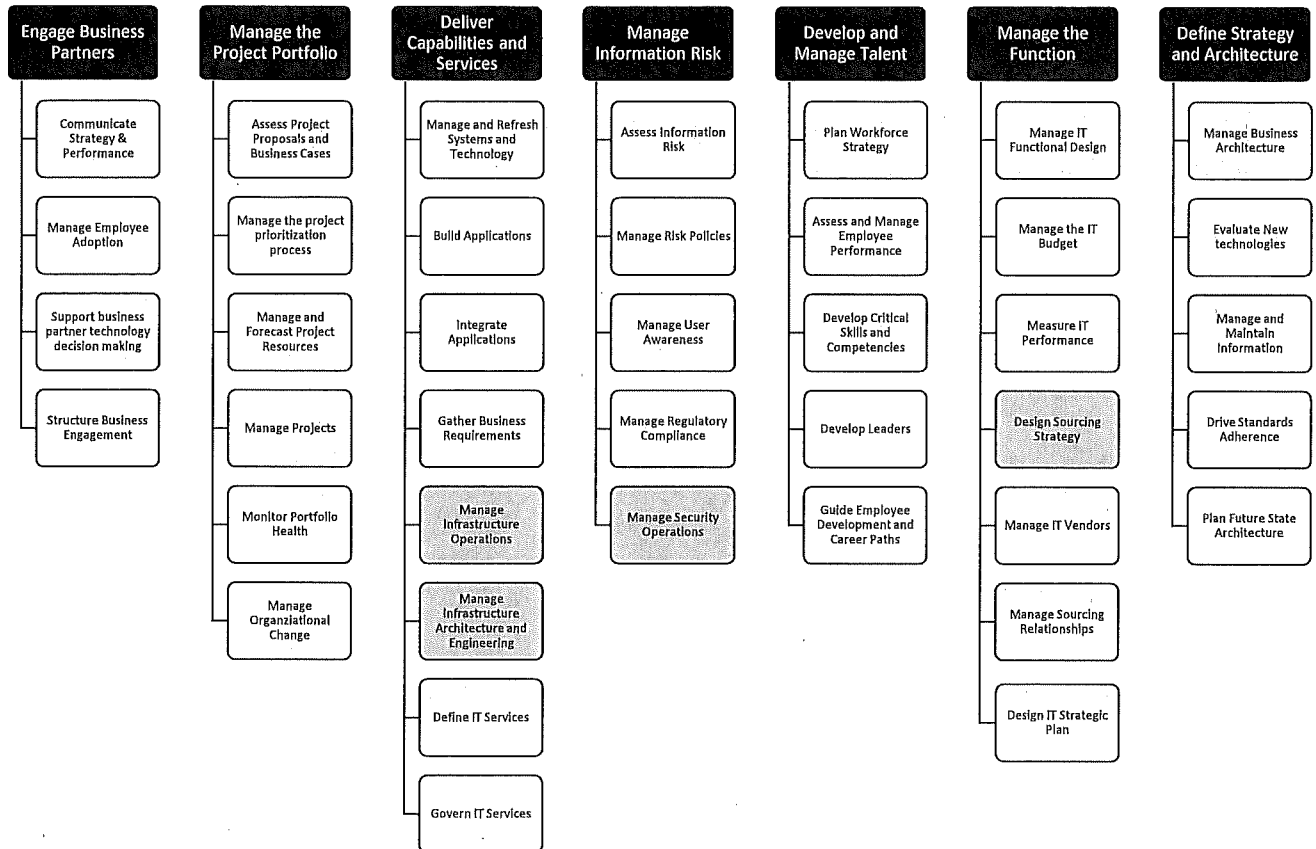
RACI Definitions:
Responsibility = person or role who completes the activity/task (Ideally just one person/role)
Accountable = person or role who ensures activity is completed (Ideally just one person/role)
Consulted = person or role whose expertise/authority is required to complete the activity/task
Informed = person or role to be kept informed of the status of activity/task completion

Appendix C: Services Response Time Summary- Placeholder

PLACEHOLDER/Sample - MNIT Services Turnaround Times						
Service	Service Delivery Method	Deliverable	Response Time			Service Request Method
			Target	Actual Average	Variance	
Desktop Bundle and Laptop Bundle	ES	Employee onboarding				MNIT Mall
		Replace Broken Device				
		Reset Password				
		Application Access				
		Replace outdated device				
Enterprise Software Bundle	ES	Add software bundle				MNIT Mall
		Remove software bundle				
Hosting Services	ES	Add infrastructure				MNIT Mall
		Remove infrastructure				
Application Development	LS	Evaluation of service/project request				Project Request Form
Application Support	LS	Respond to urgent requests				Project Request Form
		Resolve urgent requests				
Cybersecurity	LS	Respond to incident				MNIT Mall; CBTO; or CISO
		Resolve incident				
Data Management	LS	Data Change Request				DBA Request Form in SharePoint
General IT Leadership	LS	Respond to customer satisfaction issue				CBTO or Supervisors
Procurement	ES/LS	Process PT contracts				PM; Supervisors
	ES/LS	Process commodity request				MNIT Mall

Appendix D: 40 Key IT Activities

In general, the services detailed in this SLA are supported and executed through the following activities. Together the services and activities make up the IT program for MNIT partner agencies.



Source: CEB 40 Key IT Activities

Key
 Grey = Local
 Orange = Enterprise
 Pink = Shared



Signature Page

Under Minnesota Statutes section 16E, the Office of MN.IT Services provides Information Technology services to Minnesota Department of Agriculture (MDA). MDA's use of these services constitutes an acceptance of this Service Level Agreement.

The MN.IT Service Level Agreement is reviewed and recognized by:

Matt Wohlman, Deputy Commissioner of Minnesota
Department of Agriculture

Tom A. Baden Jr, State Chief Information
Officer and Commissioner of MN.IT Services

Date of Signature

Date of Signature

Minnesota Department of Agriculture (MDA)
 FY 2019 Transfers greater than \$100,000
 October 15, 2019

TRANSFER FROM				TRANSFER TO				Transfer In Amount	Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In Name			
MDA	General Fund	B046671	(186,000)	MDA	Agricultural Fund	B046A50	Minnesota Grown	186,000	Transfer General Fund dollars to the Ag Fund for Minnesota Grown and AGREET	17 088 01 002 003 and 17 088 01 002 004
MDA	General Fund	B047677	(9,300,000)	MDA	Agricultural Fund	B047A77	Ag Research Education Extension & Technology	9,300,000	Transfer General Fund dollars to the Ag Fund for Minnesota Grown and AGREET	17 088 01 002 003 and 17 088 01 002 004
MDA	General Fund	B042622	(300,000)	MDA	Agricultural Fund	B042A22	Noxious Weed Grants	300,000	Transfer General Fund dollars to the Ag Fund for noxious weed grants	17 088 01 002
MDA	General Fund	B046671	(186,000)	MDA	Agricultural Fund	B046A50	Minnesota Grown	186,000	MN Grown Matching General Fund Budget to Minnesota Grown Ag Fund	17 088 01 002 003b
MDA	General Fund	B047677	(9,300,000)	MDA	Agricultural Fund	B047A77	Ag Research Education Extension & Technology	9,300,000	AGREET General Fund transfer to AGREET Ag Fund	17 088 01 002 004
MDA	General Fund	B046645	(292,000)	MDA	General Fund	B046G06	Plant Pathogen	292,000	Transfer oversight of the quarantine facility from one division to another	M.S. 16A.285
MDA	General Fund	B046G24	(125,000)	MDA	General Fund	B042G24	Plant Pathogen & Pest PPD	125,000	Expand current capabilities for rapid detection, identification, containment, control, and management of high priority plant pests and pathogens	17 088 01 002 021
MDA	General Fund	B046G99	(238,000)	MDA	General Fund	B046G06	Laboratory Services	238,000	Maintain service levels	17 088 01 002 005 and M.S. 16A.285
MDA	General Fund	B046G99	(224,000)	MDA	General Fund	B046G06	Food General Fund	224,000	Maintain service levels	17 088 01 002 005 and M.S. 16A.285
MDA	General Fund	B046G99	(127,000)	MDA	General Fund	B046G45	Ag Marketing & Development	127,000	Maintain service levels	17 088 01 002 005 and M.S. 16A.285
MDA	General Fund	B046G99	(179,000)	MDA	General Fund	B046G08	Agency Services	179,000	Maintain service levels	17 088 01 002 005 and M.S. 16A.285
MDA	Agricultural Fund	B044A30	(330,000)	MDA	Agricultural Fund	B049A30	Commercial Feed Lab	330,000	Pay for laboratory services	M.S. 25.39 4
MDA	Agricultural Fund	B045A31	(160,000)	MDA	Agricultural Fund	B049A31	Dairy Services Lab	160,000	Pay for laboratory services	MS 32D.02 10
MDA	General Fund	B046G41	(113,000)	MDA	MN State Colleges/Universities	E265741	Mental Health Counsel	113,000	Statewide mental health counseling support to farm families and business operators - South Central College serves as the fiscal agent	17 088 01 002 05H
MDA	Agricultural Fund	B044A11	(1,346,000)	MDA	Agricultural Fund	B045A11	Pesticide Reg Lab	1,346,000	Pay for laboratory services	M.S. 18B.05 and M.S. 18C.131
MDA	General Fund	B044G17	(250,000)	MDA	Agricultural Fund	B047A77	Pollinator Habitat and Research	250,000	Pay for pollinator research and outreach	17 088 01 002 02D and M.S. 18B.051
MDA	Furl Finance Administration Fund	B049LE	(3,564,852)	MDA	Debt Service	69Q0001	Debt Service Clearing Account	3,564,852	RFA Debt Service Transfer	M.S. 41B.036
MDA	Furl Finance Administration Fund	B049LB	(1,441,103)	MDA	Debt Service	69Q0001	Debt Service Clearing Account	1,441,103	RFA Debt Service Transfer	M.S. 41B.036
MDA	Furl Finance Administration Fund	B049LT	(2,382,258)	MDA	Debt Service	69Q0001	Debt Service Clearing Account	2,382,258	RFA Debt Service Transfer	M.S. 41B.036
Public Facilities Authority	Clean Water Revolving Fund	B240210	(1,065,790)	MDA	Debt Service	69Q0001	Debt Service Clearing Account	1,065,790	RFA Debt Service Transfer	M.S. 41B.036
MDA	General Fund	B044G06	(1,000,000)	MDA	Clean Water Revolving Fund	B049P05	Ag BMP Loans Fed	1,000,000	Nonpoint Best Management Practices program, under the Clean Water State Revolving Fund.	M.S. 446.07 and M.S. 17.1173
MDA	General Fund	B044G06	(500,000)	MDA	General Fund	B045G31	Dairy General Fund	500,000	Develop a plan for coordinating outreach efforts between divisions with the same program.	17 088 01 002 002
MDA	General Fund	B044G06	(260,000)	MDA	General Fund	B045G31	Dairy General Fund	260,000	Develop a plan for coordinating outreach efforts between divisions with the same program	17 088 01 002 002
MDA	General Fund	B046G06	(150,000)	MDA	Other Misc-Special Revenue	G466088	ITA B04 LIMS Enhancement	150,000	Lab Information Management System (LIMS) Enhancement Odyssey Project	M.S. 16E.21
TOTAL			(33,020,004)					33,020,004		