



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

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October 13, 2021

The Honorable Rick Hansen
Chair, House Environment & Natural Resources
Policy and Finance Division
407 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, MN 55155

The Honorable Patricia Torres Ray
Ranking Minority Member, Environment and
Natural Resources Finance Committee
95 University Avenue W.
2225 Minnesota Senate Bldg.
Saint Paul, MN 55155

The Honorable Josh Heintzeman
Republican Lead, House Environment & Natural
Resources Finance and Policy Committee
353 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
Saint Paul, MN 55155

The Honorable Carrie Ruud
Chair, Senate Environment and Natural
Resources Policy and Legacy Finance Committee
95 University Avenue W.
3233 Minnesota Senate Bldg.
Saint Paul, MN 55155

The Honorable Bill Ingebrigtsen
Chair, Senate Environment and Natural
Resources Finance Committee
95 University Avenue W.
3207 Minnesota Senate Bldg.
Saint Paul, MN 55155

The Honorable Fong Hawj
Ranking Minority Member, Senate Environment
and Natural Resources Policy and Legacy
Finance Committee
95 University Avenue W.
2201 Minnesota Senate Bldg.
Saint Paul, MN 55155

RE: Interagency Agreements and Intra-Agency Transfers

Dear Committee Chairs and Ranking Minority Members:

Please see the attached [Interagency Agreements and Intra-Agency Transfers Report](https://www.pca.state.mn.us/about-mpca/2021-legislative-reports), which is required
by 2017 Session Law (ISS), Chapter 4, Article 3, Sec. 16. This report also is available on our website at:
<https://www.pca.state.mn.us/about-mpca/2021-legislative-reports>

Please contact me if you have questions.

Sincerely,

A handwritten signature in cursive script that reads 'Greta Gauthier'.

Greta Gauthier
Assistant Commissioner for Legislative and Intergovernmental Relations
Commissioner's Office

Attachment

GG:SJ:cbg

lrp-gen-2sy21

Minnesota Pollution Control Agency
FY 2021 Transfers
October 15, 2021

TRANSFER FROM					TRANSFER TO					Purpose of Transfer	Legal Authority for Transfer
Transfer Out Agency	Transfer Out Fund Name	Transfer Out AppropID	Transfer Out AppropID Name	Transfer Out Amt	Transfer In Agency	Transfer In Fund Name	Transfer In AppropID	Transfer In AppropID Name	Transfer In Amount		
MPCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	(356,380.51)	Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	356,380.51	Petroleum related activities	191 04 01 002
MPCA	Remediation Fund	R32G105	Transfer to Dept Health	(257,000.00)	Health	Remediation Fund	H12431P	Water Supply Monitoring	257,000.00	EH Contaminated Sites	191 04 01 002 06b
MPCA	Environmental Fund	R32E115	Environmental Risks	(177,000.00)	Health	Environmental Fund	H12531P	Biomonitoring & Health Risks	177,000.00	Environmental Health Risks	191 04 01 002 02g
MPCA	Environmental Fund	R32E115	Environmental Risks	(512,000.00)	Health	Environmental Fund	H12531B	Biomonitoring & Health Risks	512,000.00	Environmental Health Risks	191 04 01 002 02g
MPCA	Environmental Fund	R32E110	Toxic Chemicals Children	(57,000.00)	Health	Environmental Fund	H12530P	Harmful Chemicals in Products	57,000.00	Toxic Chemicals Children	191 04 01 002 02e
MPCA	Environmental Fund	R32H117	Understanding Reducing TCE	(121,000.00)	Health	Environmental Fund	H12534P	Trichloroethylene	121,000.00	Trichloroethylene	191 04 01 002 03b
MPCA	Environmental Fund	R32D141	Flame Retardant Prohibitive	(65,000.00)	Health	Environmental Fund	H12532P	Flame-Retardant Chemicals	65,000.00	Flame Retardant	191 04 01 002 03i
DNR	Restricted Misc Special Revenue	R291214	OSD Legal Costs	(300,000.00)	MPCA	Other Misc Special Revenue	R32H108	DNR-Metallic Mineral Mining IA	300,000.00	Metallic Mining Project	MS 298.17 b1
DNR	Environment & Natural Resource	R298D28	LAM Mining Envir & Reg Acct SR	(700,000.00)	MPCA	Environment & Natural Resource	R32B130	LCCMR Wastewater Pond	700,000.00	Environment & Natural Resource	211 006 05 002 20a(2)
DNR	Environment & Natural Resource	R298D28	LAM Mining Envir & Reg Acct SR	(500,000.00)	MPCA	Environment & Natural Resource	R32D163	Chloride Reduction	500,000.00	Environment & Natural Resource	211 006 05 002 20a(4)
PFA	Clean Water Revolving Fund	B240110	Admin CESRF Fees	(1,862,507.00)	MPCA	Clean Water Revolving Fund	R32B111	PFA Agreement	1,862,507.00	IA: Technical & Admin Services	M.S. 471.59
Commerce	Petroleum Tank Release Cleanup	B135202	Petro Transfer To PCA	(5,962,426.00)	MPCA	Remediation Fund	R32G108	Petroleum Remediation Cleanup	5,962,426.00	Petroleum related activities	191 04 01 002
Public Safety	Restricted Misc Special Revenue	P072RP2	Railroad & Pipeline Safety	(104,000.00)	MPCA	Other Misc Special Revenue	R32F128	ER Rail Safety	104,000.00	Railroad & Pipeline Safety	MS 299A.55, Sub 2 (b)
TOTAL				(10,974,314)					10,974,314		

Minnesota Pollution Control Agency

FY 2021 Interagency Agreements and Service Level Agreements

October 15, 2021

Agency	Amount	Legal Authority	Purpose	Effective Date	Duration
MN.IT Services	12,972,529.00	M.S. 16E.016	MN.IT provides enterprise IT services to MMB	07/01/19	06/30/20
Attorney General	\$ 807,495.00	M.S. 8.15 sub 3	Legal Services	07/01/20	06/30/21
Minnesota Management & Budget	\$ 4,000.00	M.S. 4.045 and 471.59	Children's Cabinet	07/17/20	06/30/21
Minnesota Management & Budget	\$ 7,046.00	M.S. 471.59	Implement Diversity, Equity and Inclusions Programs	07/23/20	06/30/21
Minnesota Management & Budget	\$ 11,226.00	M.S. 43A.09 and 471.59	Statewide Recruiting	07/30/20	06/30/21
Minnesota Management & Budget	\$ 22,884.00	M.S. 471.59	Enterprise Talent Devemopment	08/12/20	06/30/21
Minnesota Management & Budget	\$ 66,085.00	M.S. 471.59	Conduct Residential Wood Combustion Survey and Report Findings	10/07/20	12/31/21
Minnesota Management & Budget	\$ 19,880.00	M.S. 471.59	Construction and Demolition Waste Diversion-Focus Groups	01/04/21	06/30/21
Department of Health	\$ 2,000,000.00	M.S. 15.016 and 144.0742	Anaytical services provided to the MPCA from MDH	07/01/20	06/30/21
Department of Health	\$ 87,985.00	M.S. 15.016 and 144.0742	PFAS Monitoring	07/20/20	09/30/21
Department of Health	\$ 800,000.00	M.S. 15.016 and 144.0742	Sampling - micro and nanoplastics work (legislative)	05/03/21	06/30/21
Department of Nautural Resources	\$ 10,000.00	M.S. 471.59	Karst Database updates	02/06/21	12/31/21
Department of Nautural Resources	\$ 30,000.00	M.S. 471.59	PFAS Analysis	05/01/21	12/30/22
Department of Nautural Resources	\$ 1,500.00	M.S. 471.59	Wood Burning Survey	01/25/21	06/30/21
Department of Nautural Resources	\$ 300,000.00	M.S. 298.17	Mining Environmental and Regulatory Account	07/01/20	06/30/21
Department of Nautural Resources	\$ -	M.S. 471.59	Coastal Assessment work on Lake Superior	07/08/20	11/30/20
Board of Soil and Wataer	\$ 3,172,374.00	SF7 Art1 Sec2 Sub4c SF3 Art2 Sec 5f	SSTS Grants Program	07/26/19	06/30/21
Board of Soil and Wataer	\$ 45,000.00	M.S. 471.59	State application for Federal Clean Water Act Section 404 Application	07/01/20	06/30/21
Board of Soil and Wataer	\$ 7,344.00	M.S. 471.59	MPCA Building Services	07/01/20	06/30/21
Department of Vetrans Affairs	\$ 50,000.00	M.S. 471.59	MN Administrative Rule Chapters 9050 and 9055	7/25/2020	06/30/21
Department of Vetrans Affairs	\$ 20,000.00	M.S. 471.59	MN Administrative Rule Chapters 9050 and 9055 Amendment	7/25/2020	12/30/21
Department of Vetrans Affairs	\$ 185,814.00	M.S. 471.59	Reduction of Wasted Food Veterans Homes	11/30/2020	06/30/23
Public Facilities	\$ 1,862,507.00	M.S. 471.59 and 446A.04	Provide technical and Administrative services for the Clean Water Revolving Fund	07/01/20	06/30/21
* - copy wil be provided by MN.IT					
Total	\$ 22,483,669				

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN
THE POLLUTION CONTROL AGENCY AND
THE ATTORNEY GENERAL'S OFFICE
FOR FY 2021**

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

WHEREAS, pursuant to Minn. Stat. § 8.15, subd. 3 the Attorney General is authorized to enter into agreements with executive branch agencies to provide legal services; and

WHEREAS, the Agency desires certain legal services in order to administer and deliver its programs; and

NOW, THEREFORE, IT IS AGREED by the Parties to this Agreement the Minnesota Attorney General ("AGO") and the Minnesota Pollution Control Agency ("PCA"):

1. **Terms of Payment:** PCA agrees to transfer to the AGO in FY 2021 an amount equal to the costs of legal services that are directly billed to it for legal services provided by the AGO. The billings will be based on the actual hours of service provided to PCA by the AGO. The billings for actual hours of service provided will be based on hourly rates of \$133.00 for attorney services and \$85.00 for legal assistant and investigator services. The actual breakdown of legal services provided by attorneys and legal assistants will be determined within the AGO's discretion. Both PCA and the AGO acknowledge that the hourly rates in this agreement are the hourly rates charged by the AGO for services to state agencies.
2. **Scope:** AGO will provide legal services to PCA in accordance with Minn. Stat. § 8.06, except those duties, if any, delegated to PCA or provided by outside counsel under Section 8.06. The scope of legal services to be provided may include matters pertaining to PCA's official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, provision of training and education to Agency staff, and other legal needs as may be necessary. Pursuant to § 8.06 the Attorney General may, at the request of PCA, authorize outside counsel to be employed to provide legal services to PCA.
3. **Outside Counsel and Agency Legal Staff:** If the AGO intends to appoint outside counsel to represent PCA in any legal matter, the AGO shall consult with PCA on the choice of counsel, and may, in consultation with the PCA delegate to an Agency staff attorney the authority to represent PCA in the matter. PCA will pay directly for any legal services provided by outside counsel appointed by the AGO or for the provision of legal services delegated by the AGO to an Agency staff attorney.

4. **Transfer Mechanism:** Monthly payments shall be made by PCA to the AGO based on monthly billings for hours of actual services provided for legal work at the rates agreed upon in paragraph 1. The payment(s) shall be made within 30 days of the date of the monthly billing. The first monthly billing to PCA under this Agreement will cover the period of time commencing July 1, 2020.
5. **Meetings and Reports:** AGO staff will meet with PCA upon request to discuss priorities for legal services, to discuss strategies for reducing litigation and related costs, and to review litigation data to ensure accuracy. The AGO shall provide a written monthly status report to PCA detailing the status of all Agency matters in which the AGO is representing PCA, showing any change in the status of each matter since the last report. The monthly status report shall be sent to PCA's General Counsel.
6. **Billing Reports:** The hours of legal services provided under this agreement will be recorded by AGO staff for use in the AGO billing system. The AGO will consult with PCA before billing PCA for legal work associated with litigation initiated by the AGO or another State entity. The AGO will provide PCA with a report of all hours of services provided under this Agreement on a monthly basis, and the report will include an itemized description of the services provided, the total number of hours for each applicable AGO docket number, and names of Agency staff involved, if applicable.

Each billing report will typically include two (2) complete pay periods. Billing reports may contain (3) complete pay periods in certain months or less than (2) complete pay periods at the beginning and end of the fiscal year. The AGO will provide each report to PCA no later than six (6) weeks after the end of the period covered by the report.

7. **Litigation Costs and Expenses:** Agency litigation costs and expenses including, but not limited to, the cost of filing legal documents, hiring expert witnesses and court reporters, messenger services and travel expenses (e.g., out-of-state or air travel within the State of Minnesota) will be paid directly by PCA and will not come from the funds identified to be paid to AGO in this Agreement. AGO staff will complete a "Notice of Need for Encumbrance" form, including the name and address of the vendor and the estimated cost to be incurred, and forward a copy to PCA before such special expenses or obligations are incurred.
8. **Estimated Amount:** The total cost of legal services to be provided to PCA by the AGO in FY 2021 is estimated by PCA and the AGO to be \$807,495. This amount of AGO legal services is merely a rough estimate for a one year period.
9. **Insufficient Funding:** PCA will endeavor in good faith to pay for the total amount of legal services actually rendered to it by the AGO. However, if PCA believes during the term of this Agreement that it will not have sufficient funds to pay for all the legal services anticipated to be rendered to it by the AGO, PCA shall immediately so notify the AGO. The parties acknowledge that a new or supplemental appropriation may be necessary, and MMB, PCA and the AGO shall work cooperatively to obtain any necessary increased or supplemental funding. The parties agree that PCA's obligation to pay for the cost of AGO

legal services does not require PCA to transfer funds to the AGO that (1) are appropriated or limited by contract, to be used for a specific purpose that clearly does not include the payment for AGO legal services; (2) would result in staff furloughs, involuntary leaves of absences or layoffs; or (3) are encumbered to pay for an expense unrelated to the payment of AGO legal services, but it is understood that PCA may unencumber a portion or all of encumbered funds to the extent they are not necessary to pay for the expense for which they were encumbered.

10. **Amendments:** Any amendments to this Agreement shall be in writing and shall be executed as an amendment to the Agreement, including the mutual consent of all parties to the amendment.
11. **Authorized Agents:** The authorized agent of the AGO for purposes of this Agreement is Oliver Larson, Assistant Attorney General – Manager of the Environmental and Natural Resources Division. PCA's authorized agent for purposes of this Agreement is Adonis Neblett, General Counsel.

APPROVED:

POLLUTION CONTROL AGENCY

By: Peter Tustis
Title: Deputy Commissioner
Date: May 19, 2020

**OFFICE OF THE ATTORNEY
GENERAL**

By: Oliver Larson
Title: ENR Division Manager
Date: 5/26/20

**MINNESOTA MANAGEMENT &
BUDGET**

By: _____
Title: _____
Date: _____

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 471.59, 4.045, and 16A.055 this is an agreement between Minnesota Management and Budget (MMB) and Minnesota Department of Pollution Control (MPCA or Requesting Agency).

1. Services to be Performed:

Minnesota Management and Budget will provide staffing and support for the Children's Cabinet (Minnesota Statutes, section 4.045), including the coordination of interagency efforts seeking to ensure that all Minnesota children are healthy, safe, and prepared to achieve their full potential.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Erin Bailey, Assistant Commissioner – Children's Cabinet, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, Erin.Bailey@state.mn.us, 651-201-8044.

MPCA: Peter Tester, Deputy Commissioner, or their successor designated by the Commissioner, 520 Lafayette Road, St. Paul, MN 55155 peter.test@state.mn.us 651-757-2013.

2. Consideration and Terms of Payment:

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$4,000

You will receive an annual invoice from MMB in July or August 2020. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 17, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

4. Amendments:

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

Approval:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: **Vickie Blomgren**
Date: _____
Digitally signed by Vickie Blomgren
Date: 2020.07.10 14:44:09 -05'00'

2. [Minnesota Pollution Control Agency]

By: **Peter Tester**
(With delegated authority)
Digitally signed by Peter Tester
Date: 2020.07.10 14:39:51 -05'00'

Title: __Deputy Commissioner__

Date: _July 10, 2020_

3. Minnesota Management and Budget

By: _____
(with delegated authority)
Title: **Chief Financial Officer**
Date: **07-10-2020**

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16A.055, 43A.01, 43A.04, and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and Minnesota Pollution Control Agency (MPCA or Requesting Agency).

1. Services to be Performed:

The chief inclusion officer will lead the development and implementation of proactive diversity, equity, and inclusion programs which will support the State's diversity and inclusion strategic plan. The chief inclusion officer will also provide strategic guidance and direction across the enterprise and support the Governor's Diversity, Inclusion, and Equity Council.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Chris Taylor, Chief Inclusion Officer, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, chris.taylor@state.mn.us, 651-201-3453.

MPCA: Peter Tester, Deputy Commissioner, or their successor designated by the Commissioner, 520 Lafayette Road, St. Paul, MN 55155 peter.test@state.mn.us 651-757-2013.

2. Consideration and Terms of Payment:

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$7,046.00

You will receive an annual invoice from MMB in July or August 2020. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 23, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

4. Amendments:

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

Approval:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Vickie Blomgren  Digitally signed by Vickie Blomgren
Date: 2020.07.16 16:26:52 -05'00'

_ Date: July 17, 2020

3. Minnesota Management and Budget

By: _____
(with delegated authority)

Title: Chief Financial Officer

Date: 07-20-2020

2. Minnesota Pollution Control Agency

By: Peter Tester  Digitally signed by Peter Tester
Date: 2020.07.16 15:11:14 -05'00'
(With delegated authority)

Title: Deputy Commissioner

Date: July 16, 2020

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

Pursuant to Minnesota Statutes, Sections 43A.09 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and Pollution Control Agency (MPCA or Requesting Agency).

1. Services to be Performed:

The statewide recruiting unit will provide expertise and guidance to cabinet-level agencies in the filling of higher-level positions within the executive branch.

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Kristin Batson, Deputy Commissioner – Enterprise Human Capital, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, kristin.batson@state.mn.us, 651-259-3816.

MPCA: Peter Tester, Deputy Commissioner, or their successor designated by the Commissioner, 520 Lafayette Road, St. Paul, MN 55155 peter.test@state.mn.us 651-757-2013.

2. Consideration and Terms of Payment:

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$11,226.00

You will receive an annual invoice from MMB in July or August 2020. This invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective July 30, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

4. Amendments:

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

Approval:

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Vickie Blomgren Digitally signed by Vickie Blomgren
Date: 2020.07.23 15:33:19 -05'00'

Date: _____

2. [Pollution Control Agency]

By: Peter Tester Digitally signed by Peter Tester
Date: 2020.07.23 15:22:07 -05'00'

(With delegated authority)

Title: Deputy Commissioner

Date: July 22, 2020

3. Minnesota Management and Budget

By: _____
(with delegated authority)

Title: Chief Financial Officer

Date: 07-23-2020

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 43A.21 and 471.59, this is an agreement between Minnesota Management and Budget (MMB) and the Pollution Control Agency (MPCA or Requesting Agency).

1. Services to be Performed:

MMB will provide the following services:

- Administration, maintenance and upgrades for the Enterprise Learning Management system
- Enterprise employee engagement and inclusion survey, which is conducted every two years
- Post-survey follow-up coaching and support to agencies
- Annual required training and policy acknowledgements for all employees
- Continuation of LinkedIn Learning offered to 10,000 employees
- Development of other eLearning needed by the enterprise

Authorized Agents:

The following persons will be the primary contacts and authorized agents for all matters concerning this agreement.

MMB: Kristin Batson, Deputy Commissioner – Enterprise Human Capital, or their successor, 400 Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, kristin.batson@state.mn.us, 651-259-3816.

MPCA: Peter Tester, Deputy Commissioner, or their successor designated by the Commissioner, 520 Lafayette Road, St. Paul, MN 55155 peter.test@state.mn.us 651-757-2013.

2. Consideration and Terms of Payment:

In consideration for services to be performed, as provided in Paragraph 1, the Requesting Agency agrees to contribute to this effort as follows:

TOTAL COST: \$22,884.00

You will receive a quarterly invoice from MMB for 25% of this amount, beginning August 2020. Each quarterly invoice should be paid within 30 days of receipt.

3. Term of Agreement:

This agreement is effective August 12, 2020, or the date that all required signatures are obtained, whichever is later, and shall remain in effect until June 30, 2021.

4. Amendments:

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

Approval:

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered

as required by Minn. Stat. §§ 16A.15 and 16C.05.

Signed: Svetlana Tenenboym

Date: August 6, 2020

2. Pollution Control Agency

By: Laura Bishop Digitally signed by Laura Bishop
Date: 2020.08.05 15:40:47 -05'00'
(With delegated authority)

Title: Commissioner

Date: August 5, 2020

3. Minnesota Management and Budget

By: _____
(with delegated authority)

Title: Chief Financial Officer

Date: 08-10-2020



SWIFT Contract number: 184213
 PO number:: 3000027296
 Agency Interest ID number: 228643
 Activity ID number: PRO20200276

MAD Project Number: 2021-047 INTERAGENCY AGREEMENT for MANAGEMENT ANALYSIS and DEVELOPMENT SERVICES

Requesting Agency: Minnesota Pollution Control Agency

MAD Contact: Renda Rappa

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

Agency:	Fiscal Year:	
Total Amount of Contract: \$66,085.00	Amount of Contract First FY:	
Commodity Code: 023-19-000000	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

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

Processing Information: (Some entries may not apply.) Begin Date: October 7, 2020 End Date: December 31, 2021

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

1. Services to be Performed:

The Division agrees that through its Master Contract with Wilder Research the Division will sub-contract with Wilder Research to provide the services identified in Attachment A, which is attached and incorporated into this agreement.

2. Authorized Representatives:

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

3. Consideration and Terms of Payment:

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

Up to \$62,655 for deliverables, which includes \$19,785 in supplies, based on the hours and rates provided by Wilder Research, as identified in Attachment A. The Division will also invoice up to \$3,430.00 for project management. The total amount the Division will invoice under this agreement shall not exceed \$66,085.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective October 7, 2020, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

12. Change Orders:

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

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

Encumbrance Verification Bowes, Sandra L.

DocuSigned by:
Bowes, Sandra L.
45EE40BB9BA146D...

October 7, 2020

Assistant Division Director Melissa Lewis

DocuSigned by:
Melissa Lewis
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October 7, 2020

Business Manager Renda Rappa

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Renda Rappa
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October 7, 2020



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

Project Workplan

Doc Type: Contract

SWIFT Contract: 184213
PO No: 3000027296
Agency Interest ID #: 228643
Activity ID: PRO20200276

Project Title: Minnesota Residential Wood Burning Survey

1. Project Summary:

Organization: Wilder Research
Sub-Contractor contact name: Kelsey Imbertson
Title: Research Associate
Address: 451 Lexington Parkway North
St. Paul, MN 55104
Phone: 651-280-2659
Fax:
E-mail: Kelsey.imbertson@wilder.org

MPCA contact(s):

MPCA project manager: Azra Kovacevic
Title: Environmental Research Scientist
Address: 520 Lafayette Rd
St. Paul, MN 55155
Phone: 651-757-2505
Fax:
E-mail: Azra.kovacevic@state.mn.us

2. Goals, Objectives, Tasks, and Subtasks

Goal: Estimate the quantity of residential wood burned from May 1, 2020 through April 30, 2021, in Minnesota five eco-regions

Objective 1: Conduct Residential Wood Combustion Survey and Report Findings

Task A: Survey Questionnaire

1. Virtual kick-off meeting within 10 days of Notice to Proceed (NTP) to develop and finalize the project schedule, which will be agreed upon by both parties.
2. Review draft survey provided by MPCA.
3. Provide suggested modification of the survey to MPCA for approval.
4. Design the layout of the survey.
5. Perform a pilot testing of the survey to approximately 12 individuals that represent rural and urban households.
6. After pilot testing provide recommendations regarding survey design.
7. All mailing materials (Cover letter, final survey questionnaire, reminder letter and postcard) to be sent to MPCA for final approval.

Task B: Data Collection

1. Coordinate and purchase of 7,000 addresses (households) within the 5 eco-regions of Minnesota.
2. Prepare a written mailing statement for the U.S. Post Office with the State of Minnesota mailing permit number that was provided by MPCA.
 - MPCA to approve statement prior to mailings.
3. Prepare and mail 7,000 survey packet to households
 - Track responses of surveys.
 - Ensure confidential handling of household name and address information including which households respond in a manner so survey responses could be linked back to the household address.
4. Reminder postcards to be mailed out to households that have not completed the survey after two weeks of first mailing.
5. Prepare and mail surveys to households that have not completed the survey after two week of reminder postcards.

Task C: Compilation of Survey Dataset

1. Prepare dataset based on the 2018 survey analysis.
 - Dataset may need adjusting based on the survey results. MPCA must approve prior to adjusting the criteria.
2. Provide detailed documentation of data analysis methods including; data cleaning, quality assurance and handling missing data. Include specific calculation or method used for all imputed data points and for identifying outliers.
3. Develop same weighting variables as in the 2018 analysis and provide detailed documentation of how weighting variables were derived.
4. Provide copies of completed surveys.
5. MPCA to review and approve dataset. Any identified errors to be corrected.

Task D: Survey Dataset

1. Populate the Access database that MPCA has provided with the final approved survey dataset.
2. Provide final survey dataset in Excel and Statistical Package for Social Sciences (SPSS) with one row per surveys sent.
3. Documentation of how each question was mapped to the Access database in plain language.

3. Budget

Total staff cost (see rates below)*	\$42,870.00
Supplies	\$19,785.00
Project Management	\$3,430.00
Total obligation will not exceed:	\$66,085.00

* Staff rates shall not exceed the following rates:

<i>Administrative Manager</i>	<u>\$93.00</u>	<i>Data Analyst Manger</i>	<u>\$105.00</u>	<i>IT Analyst</i>	<u>\$100.00</u>
<i>Data Collection Manager</i>	<u>\$88.00</u>	<i>Admin Specialist</i>	<u>\$70.00</u>		
<i>Research Assistance</i>	<u>\$50.00</u>	<i>Research Associate</i>	<u>\$90.00</u>		
<i>IT Manager</i>	<u>\$130.00</u>	<i>Research Scientist</i>	<u>\$122.00</u>		



SWIFT Contract Number: 187712
 PO Number: 3000027710
 Agency Interest ID Number: 224687
 Activity ID Number: PRO20200006

MAD Project Number: 2021-075

INTERAGENCY AGREEMENT

for MANAGEMENT ANALYSIS AND DEVELOPMENT SERVICES

Requesting Agency: Minnesota Pollution Control Agency – Product Sustainability and Partnership Unit
 MAD Contact: Kris Van Amber

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

Agency:	Fiscal Year:	Vendor Number: ID G100000000, Location 001
Total Amount of Contract: \$19,880.00	Amount of Contract First FY:	
Commodity Code: 80101500	Commodity Code:	Commodity Code:
Object Code:	Object Code:	Object Code:
Amount:	Amount:	Amount:

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

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

1. Services to be Performed:

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

2. Contacts:

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

Management Analysis and Development: Kris Van Amber Requesting Agency: Annika Bergen

3. Consideration and Terms of Payment:

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

Up to 142 hours at a rate of \$140.00 per hour as documented by invoice prepared by the Division.
The total amount the Division will invoice under this agreement shall not exceed \$19,880.00.

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

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

4. Condition of Payment:

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

5. Effective Dates:

This agreement is effective January 4, 2021, or when all necessary approvals and signatures have been obtained pursuant to MN Stat. 16C.05 subd. 2, whichever occurs later, and shall remain in effect until June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever comes first.

6. Termination:

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

7. Requesting Agency's Authorized Representative:

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

8. Interagency Agreement Authorization:

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

9. Amendments:

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

10. State Audit:

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

11. Liability:

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

Encumbrance Verification Bowes, Sandra L.

DocuSigned by:

Bowes, Sandra L.

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January 8, 2021

Assistant Division Director Smith, Katie E

DocuSigned by:

Smith, Katie E

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January 11, 2021

Business Manager

Renda Rappa

DocuSigned by:

Renda Rappa

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January 11, 2021



Proposal

Minnesota Pollution Control Agency, Construction and Demolition
Waste Diversion— Focus groups
December 23, 2020

Proposal prepared by:

Kris Van Amber

651-259-3808

Kristin.van.amber@state.mn.us

Kristina Krull

651-259-3813

Kristina.krull@state.mn.us

Acting Enterprise Director, MAD

Beth Bibus

Contact Information

Telephone: 651-259-3800

Email: Management.Analysis@state.mn.us

Fax: 651-797-1311

Website: mn.gov/mmb/mad

Address:

658 Cedar Street

Centennial Office Building

Room 300

Saint Paul, Minnesota 55155

Management Analysis and Development

Management Analysis and Development is Minnesota government's in-house fee-for-service management consulting group. We have 35 years of experience helping public managers increase their organizations' effectiveness and efficiency. We provide quality management consultation services to local, regional, state, and federal government agencies and public institutions.

Alternative Formats

This document can be made available in alternative formats upon request. Call 651-259-3800.

Background

The Minnesota Pollution Control Agency's (MPCA) Product Sustainability and Partnerships Unit is working to develop strategies and programming to improve the sustainability of the state's building sector, given its high environmental impact. These efforts have involved a range of stakeholders, including architects/designers, preservation specialists, contractors, recyclers and landfill operators, government units, and reuse retailers.

In an effort to better understand the building material flows and opportunities for more sustainable management throughout the state, the MPCA conducted studies on the composition of C&D waste originating in Minnesota and disposed of at solid waste facilities with C&D disposal areas. To continue informing and shaping material reuse and recycling policy and practices, the MPCA would like to engage additional stakeholders and further their understanding of the amount of materials already being recycled, reused, and/or repurposed. They would like to know how often construction, renovation, and building removal projects intentionally manage materials for better reuse and recycling, whether the materials are managed through formal or informal channels, and what practices best support successful reuse and recycling of these materials.

Products

The MPCA has asked Management Analysis and Development to conduct six focus groups representing the unique geographic regions of Minnesota to understand local supports and constraints. This information will inform future decision-making processes and incentives for Minnesota's building material management system.

Activities, Timeline, and Project Costs

The overall timeline for the project would be January 4, 2021 (or when the interagency agreement is signed) through June 30, 2021. If the interagency agreement is not signed by January 4, MAD would work with the client to revise the timeline and project scope as necessary based on consultant availability and client needs.

Activities	Hours
1. Planning: Review relevant background materials; Meet with client to review focus group questions, procedures, group configurations, scheduling and meeting logistics, and staff communications to explain the project and invite their participation. Prepare focus group procedures, and coordinate with division contact to schedule meetings.	10
2. Meeting facilitation: Facilitate up to six 2-hour focus group meetings (up to 10 – 15 participants/meeting). Collect/compile meeting products into results document.	70
3. Reporting: Synthesize and summarize focus group meeting results into report including key themes by region and across regions. Present draft report to the client; Receive feedback and prepare final report to be shared with division team members.	40

Activities	Hours
Subtotal	120
Project management, including client communication (18%)	22
Estimated expenses: TBD	
Total hours	142
Total costs: (142 hours times \$140)	\$ 19,880

Documentation

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

Clients and Consultants

The primary client contact would be Annika Bergen, Product Sustainability and Partnership Unit. The MAD project lead would be Kris Van Amber; Kristina Krull would also provide services to the client.

Client Responsibilities

The client would communicate with external stakeholders to introduce the project and MAD staff and to solicit their participation. The client will work with MAD to identify and schedule individuals into online focus group meetings.

Data Practices

Information collected during this project would be subject to the Minnesota Data Practices Act, Minnesota Statutes §13.64. The final report would be public. Data on individuals (such as interview or survey data) is private data.

Billing and Cost Calculations

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



SWIFT Contract No.: 175777

PO #: 3000026425

Agency Interest ID: 20595

Project Activity #: PRO20200001

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** **July 1, 2020**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** **June 30, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

A. MDH Duties:

1. Perform environmental sample analysis for MPCA.
2. Generate and provide MPCA with the data elements and reports for each sample MDH analyzes pursuant to this Agreement.
3. A list of MDH's laboratory tests including analysis name, method reference, matrix, and pricing are contained in **Attachment 1**, which is attached and incorporated into this Agreement.
4. Upon written consent from both parties, methods and/or technologies for sample analysis may be altered from those listed in **Attachment 1**, as long as the change is compliant with regulations and the pricing for each test remains unchanged.
5. Perform the environmental sample analysis pursuant to this Agreement using methods approved by the most recent update of 40 CFR Part 136, or final update of the Environmental Protection Agency's publication, SW-846, or as referenced by permit, where applicable.
6. Upon request by MPCA, MDH shall make available, in writing, all MDH environmental sample analytical standard operating procedures within five (5) days.
7. Perform analysis and provide evaluation data reports within the requested turnaround times specified in **Attachment 2**, which is attached and incorporated into this Agreement. If MDH cannot comply with any of the requirements set forth in **Attachment 2**, it shall notify the MPCA Liaison of the sample number(s) and parameter(s) affected and the corrective actions, if any, to be taken. The MPCA and MDH Liaisons will mutually agree on a method of resolution of any problems no later than five (5) days after notification.
8. Notwithstanding this or any other provision in this Agreement, MDH may in its sole discretion refuse to accept any sample from MPCA for analysis which MDH determines it is unable to analyze for reasons including but not limited to safety concerns or the analysis, analyte, or matrix cannot be analyzed at MDH. The MDH Liaison agrees to immediately notify the MPCA Liaison if MDH is unable to accept for analysis any or all samples or if MDH cannot meet priority timelines, as listed in **Attachment 2**.
9. MDH agrees to notify MPCA of any sample(s) submitted after the sample(s) holding time(s) have been exceeded. MDH and MPCA will follow this Agreement for disposition of such samples. MDH will continue to process sample(s) received after the holding time(s) have been exceeded and appropriately qualify all analytical results, except for MPCA Remediation and Enforcement Programs (program codes **PA, PB, PD, PE, PF, PJ, PL, PZ, QD, QF, QW, QS, QT, QU, QV, QX, RG, RT, SB, SO, TB, and TM**). The analyses for these samples must be approved by the Project Manager or selected delegate before analysis can proceed.

10. MDH agrees to notify MPCA of any sample(s) received that do not meet the temperature requirements of the applicable analytical method. The majority of analytical methods that are performed by MDH require samples to be received at 0-6°C, therefore any sample(s) that are outside of this range MPCA will be notified.
11. Provide emergency environmental sample data by phone or electronic format as soon as possible after the analysis is completed and the required data elements reviewed, and provide a PDF within three (3) business days via email to the MPCA Liaison following completion of review process for all analyses requested on the work order.
12. The MDH reports completed for each sample analyzed must comply with all the report requirements set forth in Minn. R. Ch. 4740.2095, excluding requirements for certification by MDH, documentation related to a commissioner-designated identification number, or identifying test results for which the laboratory is not certified.
13. Reports completed and sent to MPCA for each sample within the turnaround times listed on **Attachment 2**, must contain:
 - a. A statement of the condition of the samples upon receipt at the laboratory.
 - b. The MPCA project name and number, and the two-letter MDH program code.
 - c. The MPCA field or sample number and the associated laboratory sample number.
 - d. A copy of the original chain of custody (COC) form accompanying the samples to the laboratory.
 - e. Dates of sample preparation and analyses.
 - f. A narrative or data qualifiers discussing any irregularities found during the analyses, any problems encountered, and corrective actions taken.
 - g. If applicable, associated quality control information including the matrix spike/matrix spike duplicate recoveries, duplicate sample concentrations, relative percent difference (RPD) values, qualifiers for out-of-control samples, sample blank concentrations (including trip, method, and field blanks), surrogate recoveries, and laboratory control sample recoveries.
 - h. When applicable, data reports shall include atypical information pertaining to the sample analysis, including, but not limited to, exceedance of analysis holding times, broken or spilled sample containers, or samples lacking the required preservative.
14. Only report results between the Reporting Limit and the Method Detection Limit (MDL) and qualify those results with a 'J' qualifier, meaning that it is an estimated value, when this is requested on the chain of custody form or requested in writing for a specific project. Otherwise, all results will be reported to the Reporting Limit. Depending on the Per- and Polyfluoroalkyl Substances (PFAS) method utilized, PFAS results shall be reported down to the MDL regardless of whether a report to the MDL or any other limit is requested on the chain of custody form.
15. Report Tentatively Identified Compounds (TIC) only when MPCA specifically requests a report as to a TIC for a specific organic analysis on the chain of custody form. Otherwise, MDH shall not report any TICs as part of any other analysis. Once a report is requested by MPCA, the report shall be provided via e-mail on an excel spreadsheet within five (5) business days of the request.
16. Format reports as PDF and Electronic Data Deliverables (EDD) documents, and maintain a website for the environmental retrieval of public data, according to program-specific requirements. These program-specific requirements can be related to data quality objectives, grant or legislatively stipulated requirements, or other state or federal regulatory requirements associated with the data or other information provided by Public Health Laboratory. Electronic versions of the COC will be maintained by MDH. Web-based data retrieval will be available from the MDH Laboratory Information Management System (LIMS) (Element). The MPCA has developed an Environmental Quality Information System (EQiS) format for an EDD. This format is called the MPCA LAB MN and is available on a website hosted by EarthSoft (<http://www.earthsoft.com/products/edp/edp-format-for-mnpca/>). MDH must submit all EDDs to MPCA to be consistent with this format.
17. Provide copies of applicable environmental laboratory analytical Proficiency Test (PT) or Performance Evaluation (PE) data in a timely manner following receipt of the evaluation from third-party vendors.
18. Provide in a timely manner and upon request, copies of the data from any relevant inter-laboratory study in which MDH participates.

19. Implement COC procedures suitable for accepting, handling, tracking, storing, and securing MPCA environmental samples identified and submitted for possible civil and/or criminal enforcement actions. MDH reserves the right to reject any and all such MPCA environmental samples that lack appropriate documentation and/or signatures for legal transfer of custody.
20. Provide appropriate staff to testify as fact witnesses concerning MDH's sample handling, analysis, data generation, data reporting, interpretation of data results, and chain of custody when such samples analyzed pursuant to this Agreement are part of a civil and/or criminal enforcement action and when requested to do so by MPCA. MDH does not agree, pursuant to this Agreement, to serve as an expert witness in any civil or criminal litigation to which the MPCA may be a party.
21. Provide the appropriate number of environmental sample containers and preservatives to be used by MPCA for collecting and providing samples for analysis pursuant to this Agreement. MDH will comply with Global Harmonized System requirements, which are Occupational Safety and Health Administration labeling requirements for all hazardous chemicals, when shipping preservatives to either the MPCA or any of its designated clients.
22. Provide, consistent with applicable professional and laboratory accreditation standards, the necessary technical expertise, guidance, and observations regarding any occurrences that may affect sample integrity or data quality for analytical methods MDH performs.
23. MDH may, at its discretion, agree to provide data assessment, verification, and validation assistance within the scope of this Agreement to MPCA upon request. These additional services may be subject to an additional charge as outlined in **Attachment 1** under Administrative Consult.
24. Upon request, MDH shall provide monthly data reports or data status reports.
25. Seek and obtain all relevant certifications from nationally recognized laboratory certification authorities, acceptable to the MPCA, for the list of priority analyses provided in **Attachment 3**, which is attached and incorporated into this Agreement. MDH shall keep the MPCA Principal Liaison informed of the status of this certification process through the submittal of quarterly status reports.
26. Maintain all raw and supporting data pursuant to this Agreement per MDH Records Retention Schedule requirements, and make available to MPCA upon request.
27. Dispose of MPCA environmental samples following routine laboratory analysis per the MDH retention schedule. For MPCA environmental samples deemed hazardous or otherwise requiring special handling and/or disposal methods, MDH reserves the right to assess an additional sample disposal fee as outlined in **Attachment 1**.
28. Dispose of ambient surface water samples and analytical waste produced from running the sample analysis performed pursuant to this Agreement that contain or are suspected of containing one or more aquatic invasive species (AIS) according to the established MDH autoclave protocol. MPCA and anyone sampling on behalf of MPCA shall clearly identify AIS samples both on the sample bottle and on the accompanying lab form. Should MDH staff suspect a sample may be an AIS sample but is not identified as such, MDH may treat such sample as an AIS sample and bill MPCA according to the price specified in the current MDH environmental laboratory price list in **Attachment 1**. MDH will notify MPCA prior to any billing for an AIS sample that is not identified correctly via e-mail to an Authorized Representative.
29. Meet the requirements specified in project-specific Quality Assurance Project Plans (QAPP) and follow the policies and requirements posted on the MPCA Quality System Web Page: <http://www.pca.state.mn.us/index.php/about-mpca/mpca-overview/agency-strategy/mpca-quality-system.html>.
30. Be responsible for work and actions performed by subcontractors on MPCA samples to be analyzed pursuant to this Agreement.
 - a. MDH shall not award any subcontract work for MPCA samples to any other organization, subdivision, association, individual, corporation, partnership, or group of individuals or other such entity unless the appropriate MPCA project manager has provided written approval. MPCA shall respond to any MDH request to subcontract MPCA sample analysis within three (3) business days of the initial request from MDH. MDH shall bill MPCA for any sample analysis conducted by a subcontractor according to the current MDH price list (**Attachment 1**).

- b. All subcontracts shall contain provisions for MPCA inspection access to the subcontractor's books, documents, and records directly pertinent to the subcontracted analytical services.
- c. No subcontract or delegation of work shall relieve or discharge MDH from any obligation, provision, or liability under this Agreement.
- d. MPCA reserves the right to review all standard operating procedures and quality assurance/quality control (QA/QC) manuals directly pertinent to the subcontracted analytical services and check references, and may, at its discretion, deny approval of subcontracting of the Contract.

B. MPCA Duties:

1. Submit environmental samples, corresponding documentation, and related materials consistent with all applicable MDH standard operating procedures and protocols.
2. Appropriately identify samples being submitted for possible civil and/or criminal enforcement actions on the COC.
3. Submit COCs in accordance with the current MDH Sample Acceptance Policy (<https://mn.mdh.mastercontrol.com/mastercontrol/main/index.cfm?event=showFile&ID=EWE6ZV6YPFG6RFGAV5&static=false&mcuid=ANONYMOUS&mcsid=6LBF44RI4VEBRNXR3S>)(*dynamic link requires cut/paste into browser*).
4. Submit environmental samples with at least fifty percent (50%) of the holding time remaining for analysis. If samples are received with less than 50% remaining, MDH cannot guarantee the analysis will be completed within the holding time. In these situations, the MPCA will identify the samples that the MPCA will require to be analyzed within holding time and the MDH is allowed to charge priority fees. MPCA and MDH agree to assess the impact of this business rule on a quarterly basis. This rule does not apply to analyses with an EPA regulated holding time of 48 hours or less.
 - a. Analyses with regulated hold times of 48 hours or less must be received with a minimum of 4 hours remaining with prior notification of sample arrival to ensure proper sample processing. If less than 4 hours remains PHL will make all attempts to process the sample within the holding time; however it cannot guarantee the sample(s) will be analyzed within the holding time. MPCA and MDH will meet to establish a procedure to insure that, if a sample discrepancy is found during processing, it does not result in a delay for proceeding with analysis.
 - b. MPCA agrees to notify MDH at least 24 hours prior to the anticipated delivery of environmental samples with holding times of 48 hours or less. Should MPCA fail to give MDH such notification, MDH agrees to make a good-faith effort to analyze such samples within their respective maximum holding times according to the specifications set forth in this Agreement.
 - c. MPCA agrees to submit environmental samples with regulated hold times of 48 hours or less Monday through Thursday during normal business hours and prior to noon on Friday. If samples with regulated hold times of 48 hours or less must be delivered after noon on Friday, MPCA agrees to notify MDH before noon on Friday, indicating the type of analysis and number of samples to be submitted. Communication can either be via phone at 651-201-5300 or email at Health.Env.OperationsUnit@state.mn.us with a subject line of Friday Submission.
5. Provide sample transport and shipment coolers to any submitter of MPCA samples to MDH. MDH will return such coolers within five (5) days of MPCA request.
6. Inform MDH of any known hazard associated with environmental samples submitted to MDH for analysis on the COC form.
7. Prioritize samples by indicating the priority status on the COC. The COC will indicate whether a sample is standard, priority, or emergency status. MPCA program Liaisons will review priority requests and notify MDH if status should be changed.
8. Provide projected workload and/or budget estimates for each of the MPCA project codes to MDH for workload planning purposes by no later than April 15th of the current and every future fiscal year.
9. MPCA shall notify MDH, in a timely manner, of any changes to the original estimated total budget established for environmental laboratory service for the contracted fiscal year.
10. Provide any project-specific quality assurance plans to MDH 15 business days prior to sending MDH work that must comply with the QAPP.

11. When multiple analytical methods are available for any particular sample, MPCA shall identify on the lab request form which method MDH should use for sample analysis. If none is specified, MDH will either conduct the analysis according to standard protocols and procedures or contact MPCA for method clarification prior to sample processing.

C. MPCA and MDH Joint Duties:

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

3 Considerations and Payment

1. MPCA will promptly pay all valid obligations under this Agreement as required by Minnesota Statutes § 16A.124. MPCA will make undisputed payments no later than 30 days after receiving the MDH invoices for services performed. If an invoice is incorrect, defective, or otherwise improper, MPCA will notify MDH within 10 days of discovering the error. After MPCA receives the corrected invoice, MPCA will pay MDH within 30 days of receipt of such invoice.
2. MDH shall bill MPCA on a monthly basis for all services performed pursuant to this Agreement, according to the price list included in **Attachment 1**.
3. MDH shall provide MPCA with a projected price list for the upcoming fiscal year by May 1 of the current fiscal year.
4. MPCA shall pay MDH a premium for priority and emergency samples as listed within **Attachment 2**.
5. MPCA shall reimburse MDH for technical consultation, special reports writing, staff factual testimony services, analytical method development services, and modification of an analytical report level or reporting to the minimum detection level at the administrative consultation rate as specified in **Attachment 1**.
6. MPCA shall reimburse MDH for requested analytical method development services at the unit developmental rate as specified in **Attachment 1**.
7. MPCA and MDH agree to negotiate the fee for any special project work requested of MDH by MPCA, and shall execute an amendment to this Agreement should the additional special project be outside the scope of this Agreement or result in fees exceeding the Total Obligation as specified below.

4 Conditions of Payment

All services provided by MDH under this Agreement must be performed to MPCA's satisfaction, as determined at the sole discretion of MPCA's Authorized Representatives. No payment will be made for work that does not comply with sampling and analytical protocols or has not been performed in accordance with all applicable Federal and State laws, rules, regulations, and the terms of this Agreement.

MPCA will promptly pay MDH after MDH presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: monthly or at least quarterly. Invoices will reference the SWIFT Contract number, Purchase Order number, and the name of the State's Authorized Representative and will be submitted electronically to: mpca.ap@state.mn.us.

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

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

5 Authorized Representative

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

Principal Liaison: **Katie Rinker**, Supervisor, Environmental Data Quality Unit, 520 Lafayette Road, Saint Paul, Minnesota 55155, katie.rinker@state.mn.us, 651-757-2794, or her successor;
 Program Manager: **Kelly G. O'Hara**, Program Coordinator, Environmental Analysis & Outcomes Division, 520 Lafayette Rd. N., St. Paul, MN 55155, kelly.ohara@state.mn.us, 651-247-1054;
 Program Liaisons: **Sarah Yost**, Quality Assurance Coordinator, Environmental Analysis & Outcomes Division, 520 Lafayette Rd. N., St. Paul. MN 55155, sarah.yost@state.mn.us, 651-757-2810.

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

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

Principal Liaison: **Paul Moyer**, Environmental Laboratory Manager, Public Health Laboratory Division, 601 Robert St. N., St. Paul, MN 55164, paul.moyer@state.mn.us, 651-201-5669;
 Program Manager: **Cori Dahle**, Environmental Laboratory Operations Supervisor, Public Health Laboratory Division, 601 Robert St. N., St. Paul, MN 55164, cori.dahle@state.mn.us, 651-201-5214;
 Program Liaison: **Shane Olund**, Quality Assurance Officer, Public Health Laboratory Division, 601 Robert St. N., St. Paul, MN 55164, shane.olund@state.mn.us, 651-201-5357, or delegate.

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

6 Amendments

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

7 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.

9 Data Practices

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

Signatures

Title	Name	Signature	Date
Encumbrance verification	Agnes Benjamin	DocuSigned by:  E2C9DC0382EA480...	June 4, 2020
Finance Director	Carmen Patton-Minder	DocuSigned by:  A45255AB9F4E440...	June 7, 2020

Assistant Division Director Melissa Lewis

DocuSigned by:
Melissa Lewis
5F0F911B6E6D4E8...

June 10, 2020



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

Interagency Agreement

State of Minnesota

SWIFT Contract No.: 179728
Purchase Order No.: 3000026921
Tempo Agency Interest No.: 20595
Activity ID: PRO20200002

This Agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, MN 55155 (MPCA) and **Minnesota Department of Health**, 625 Robert Street North, St. Paul, MN 55164 (MDH).

Agreement

1 Term of Agreement

1.1 Effective date: **July 20, 2020**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later. The MDH must not begin work under this Agreement until this Agreement is fully executed and the MDH has been notified by the MPCA's Authorized Representative to begin the work.

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

2 Scope of Work

MDH will provide Per- and Polyfluoroalkyl Substances (PFAS) Monitoring. MDH will conduct targeted PFAS sampling at select public water supply systems (PWSs) that have not been included to date in United States Environmental Protection Agency (EPA) Unregulated Contaminant Monitoring Rule (UCMR) sampling or other investigative sampling conducted by MDH. Selection criteria will include PWSs that are in close proximity of PFAS detections in groundwater or surface water by the MPCA at or near landfills, sludge and spray irrigation sites, compost facilities and other investigative sites. MDH will also conduct GIS-based screening to identify PWSs with higher risk of PFAS impacts based on historical risk factors.

3 Consideration and Payment

3.1 Compensation. MDH shall be paid an agreed amount of **\$87,985.00 (Eighty-Seven Thousand, Nine Hundred Eighty-Five and Zero Cents)**.

3.2 Total Obligation. The total obligation for all compensation under this Agreement will not exceed **\$87,985.00 (Eighty-Seven Thousand, Nine Hundred Eighty-Five and Zero Cents)**.

3.3 Invoices. The MPCA will promptly pay the MDH after the MDH presents an itemized invoice for the services actually performed and the MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: **Monthly, or at least quarterly.**

Invoices must include:

- MDH Project Manager
- Agreement Amount
- Agreement Amount available to date
- Invoice Number
- Invoice Date
- MPCA Authorized Representative/Project Manager
- SWIFT Contract Number
- SWIFT Purchase Order Number

- Invoicing Period (actual working period)
- Itemized list of all work performed

Invoices must be submitted electronically to: mpca.ap@state.mn.us. If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

3.4 Federal Funds. Payments under this Agreement will be made from federal funds obtained by the State through CFDA Number 66.605 - Performance Partnership Grants. The MDH is responsible for compliance with all federal requirements imposed on the funds and accepts full financial responsibility for any requirements imposed by the MDH's failure to comply with federal requirements. See **Attachment A: Federal Terms and Conditions**, which is attached and incorporated into this Agreement.

4 Conditions of Payment

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

5 Authorized Representative

MPCA's Authorized Representative is **Andri Dahlmeier**, 520 Lafayette Road North, St. Paul, MN 55155, andri.dahlmeier@state.mn.us, 651-757- 2718, or their successor.

MDH's Authorized Representative is **Jane de Lambert**, 625 Robert Street North, St. Paul, MN 55164, jane.de.lambert@state.mn.us, 651-201-4692, or their successor.

6 Amendments

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

7 Change Orders

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

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

8 Liability

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

9 Termination

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

Signatures

Title

Name

Signature

Date

Encumbrance verified Nevin, Paul L

DocuSigned by:
Nevin, Paul L
894ACA4E32F44D3... July 17, 2020

Environmental Health Asst Division Director Steven Diaz

DocuSigned by:
Steven Diaz
7EE983F78A13477... July 21, 2020

Asst. Division Director Wetzstein, Douglas W

DocuSigned by:
Wetzstein, Douglas W
0A9315376959496... July 21, 2020



State of Minnesota

Interagency Agreement

SWIFT Contract No.: 194244

This Interagency Agreement ("Agreement") is between the Minnesota Departments of Health (MDH) and the Minnesota Pollution Control Agency (MPCA).

Recitals

Whereas, MDH and MPCA are each empowered to enter into interagency agreements pursuant to Minnesota Statutes § 471.59, Subdivision 10; and

Whereas, MDH has the statutory authority to enter into the agreements pursuant to Minn. Stat. 15.061 and 144.0742, and

Whereas, MDH received Clean Water Funds for MDH and MPCA to evaluate potential risks from microplastics and nanoplastics, and

Whereas, MDH and MPCA determined MPCA would complete the work and,

Whereas, MDH needs to transfer the funds to MPCA.

Agreement

1. Term of Agreement

1.1 Effective date. May 3, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

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

2. Scope of Work

Sample surface water and groundwater, including drinking water sources, and for an assessment to evaluate potential risks from microplastics and nanoplastics and identify appropriate follow-up actions.

3. Consideration and Payment

Upon execution of the Agreement, MPCA will invoice MDH for Eight Hundred Thousand Dollars.

The total obligation of MDH for all compensation and reimbursements to MPCA under this Agreement will not exceed \$800,000 (Eight Hundred Thousand Dollars).

4. Conditions of Payment

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

5. Authorized Representative

MDH's Authorized Representative is James Kelly, Manager, Environmental Surveillance and Assessment Section, Environmental Health Division, PO Box 64975, St. Paul, MN 55164-0975, james.kelly@state.mn.us 651- 201- 4910, or his successor or delegate.

MPCA's Authorized Representative is Catherine Neuschler, Manager, Environmental Analysis & Outcomes, 520 Lafayette Road North, St. Paul, MN 55164, Catherine.neuschler@state.mn.us 651-757-2607, or his/her successor or delegate.

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 behaviors 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

Print Name: Christina Mish

Signature: _____

Title: Accounting Officer Date: 5.21.2021

SWIFT Contract No. 194244

3. Minnesota Department of Health

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

2. Minnesota Pollution Control Agency

With delegated authority

Print Name: Melissa Lewis, Assistant Division Director

Signature: _____

Title: _____ Date: _____



Interagency Agreement

State of Minnesota

SWIFT Contract No.: 187985
Agency Interest ID No.: 188886
Activity ID No.: PRO20200004

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** **February 6, 2021**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** **December 31, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MPCA agrees to contribute financially to the DNR to the updates of the Karst Features Database (KFD).

DNR will provide MPCA password-protected access to add and propose edits to KFD.

3 Consideration and Payment

Upon execution of this agreement, the DNR will send an invoice to the MPCA.

The total obligation of MPCA to the DNR under this agreement will not exceed \$10,000 (Ten Thousand Dollars and Zero Cents).

4 Conditions of Payment

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

5 Authorized Representative

MPCA's Authorized Representative is Justin Watkins, Project Manager, 7381 Airport View Drive SW, Rochester, MN 55902, 507-206-2621 or their successor.

DNR's Authorized Representative is Paul Putzier, Hydrologist Supervisor, 500 Lafayette Drive, St. Paul, MN 55155, Phone 651-259-5692, or their 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.

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Bowes, Sandra L.	<div>DocuSigned by: <i>Bowes, Sandra L.</i> 45EE40BB9BA146D...</div>	January 22, 2021
Acting Director	Pierce, Ann M	<div>DocuSigned by: <i>Pierce, Ann M</i> 12BD5D13EB344BA...</div>	February 10, 2021
Assistant Division Director	Melissa Lewis	<div>DocuSigned by: <i>Melissa Lewis</i> 5F0F911B6E6D4E8...</div>	February 10, 2021

Admin ID



Interagency Agreement

State of Minnesota

SWIFT Contract No.: 193781

Agency Interest ID No.: 39273

Activity ID No.: PRO20210003

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

Agreement

1. Term of Agreement

- 1.1 Effective date. **May 25, 2021**, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration date. **December 30, 2022**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

- 2.1 Coordinate the collection of samples from USGS, Grand Portage Band of Lake Superior Chippewa Trust Lands, Fond du Lac Band of Lake Superior Chippewa, Great Lakes Indian Fish and Wildlife Commission, and 1854 Treaty Authority from waters within the Lake Superior basin.
- 2.2 Ship fish for Per-and polyfluoroalkyl substances (PFAS) analysis.
- 2.3 Collect Smelt from Lake Trout stomach contents as available.
- 2.4 Collection and shipment of samples are to follow the Quality Assurance Project Plan (QAPP) for the Minnesota Portion of the Lake Superior Basin, which is incorporated herein by reference. Total number of samples per season will be agreed upon by DNR and MPCA.

3. Consideration and Payment

DNR will be paid an hourly rate of up to \$59.62, not to exceed **\$27,007.86 (Twenty Seven Thousand Seven Dollars and Eighty Six Cents)**.

Supplies, not to exceed **\$2,992.14 (Two Thousand Nine Hundred Ninety Two Dollars and Fourteen Cents)**.

The total obligation of MPCA for all compensation and reimbursements to DNR under this Agreement will not exceed **\$30,000.00 (Thirty Thousand Dollars and Zero Cents)**.

4. Conditions of Payment

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

Invoices must reference the SWIFT contract number, and the name of the MPCA's Authorized Representative and will be submitted electronically to: mpca.ap@state.mn.us. If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

Payments under this Contract will be made from federal funds obtained by MPCA through CFDA Number 66.469. The DNR is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the DNR's failure to comply with federal requirements: <https://www.epa.gov/grants/grant-terms-and-conditions>.

5. Authorized Representative

MPCA's Authorized Representative is **Summer Streets**, Project Manager, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2761, summer.streets@state.mn.us or their successor.

DNR's Authorized Representative is **Cory Goldsworthy**, Project Manager, 5357 North Shore Drive, Duluth, MN 55804, 218-302-3268, cory.goldsworthy@state.mn.us or their 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 behaviors 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.

9. Change Order

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

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

Encumbrance Verification Bowes, Sandra L.

DocuSigned by:

Bowes, Sandra L.

45EE40BB9BA146D...

May 21, 2021

Director Olfelt, David P

DocuSigned by:

Olfelt, David P

850B10991E174F7...

June 3, 2021

Assistant Division Director Melissa Lewis

DocuSigned by:

Melissa Lewis

5F0F911B6E6D4E8...

June 3, 2021

DS
BP

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 1.1 *Effective date:* **January 25, 2021**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* **June 30, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

DNR and MPCA will collaborate on compiling data for the 2020 residential wood burning survey. DNR will transfer \$1,500.00 to MPCA to be used towards the costs of the survey; the money will be transferred to the MPCA residential wood burning survey contract.

3 Consideration and Payment

DNR will pay MPCA a one-time lump sum of \$1,500.00. The money provided by DNR will go to MPCA’s residential wood burning survey contract.

The total obligation of DNR for all compensation and reimbursements to MPCA under this agreement will not exceed one thousand five hundred dollars (\$1,500.00).

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative Kristen Bergstrand, Utilization & Marketing Coordinator, 483 Peterson Road, Grand Rapids, MN 55744, 218-322-2551, Kristen.bergstrand@state.mn.us, or his/her successor.

MPCA's Authorized Representative is Azra Kovacevic, Environmental Research Scientist, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2505, azra.kovacevic@state.mn.us, or his/her successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed:

Jan Franklin

2E922DDE6FE54CC...

Date: January 25, 2021

Contract / PO No: 188558 / 3-182760

2. Minnesota Department of Natural Resources

DocuSigned by:

By:

Schmid, Craig W

B5FBC4AC19F247C...

(With delegated authority)

Title: Deputy Director

Date: January 26, 2021

3. Minnesota Pollution Control Agency

DocuSigned by:

Melissa Lewis

By:

5F0F911B8E0D4E8...

(with delegated authority)

Title: Assistant Division Director

Date: January 27, 2021

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** **July 1, 2020**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** **June 30, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

Per Minnesota Statutes section 298.17, MDNR will authorize a one-time transfer to MPCA. Section 298.17(b) states that: "Money in the mining environmental and regulatory account is appropriated annually to the commissioner of natural resources to fund agency staff to work on environmental issues and provide regulatory services for ferrous and nonferrous mining operations in this state. The commissioner of natural resources shall execute an interagency agreement with the Pollution Control Agency to assist with the provision of environmental regulatory services such as monitoring and permitting required for ferrous and nonferrous mining operations."

3 Consideration and Payment

The sum of **\$300,000.00 (Three Hundred Thousand Dollars and Zero Cents)** will be transferred to MPCA to allotment FY21 2001 R3210000 R32H108.

4 Conditions of Payment

The payment (transfer) to the MPCA will occur once this agreement is executed. However, all work performed by the MPCA funded under this agreement must be to the satisfaction of the interagency steering team, whose members include the Authorized Representatives from MDNR and the MPCA. The steering team will review the work completed on a regular basis; they will assess the work on environmental regulatory services for ferrous and nonferrous mining operations that was accomplished to fulfill statute requirements and allocation of funds.

5 Authorized Representative

MPCA's Authorized Representative is **Jim Robin**, MPCA, 520 Lafayette Road North, St. Paul, MN 55155, jim.robin@state.mn.us, 651-757-2739, or his successor.

MDNR's Authorized Representative is **Irina Woldeab**, MDNR, 500 Lafayette Road, St. Paul, MN 55155, irina.woldeab@state.mn.us, 651-259-5380, or her successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: _____
(With delegated authority)

Title: ____Division Director____

Date: ____See signature____

2. MINNESOTA POLLUTION CONTROL AGENCY

By: _____
(With delegated authority)

Title: ____Assistant Division Director____

Date: ____See signature____



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

Interagency Agreement Amendment 1

SWIFT Agreement No.: 174970
Purchase Order No.: 3000026477
Agency Interest No.: 39273
Activity ID: PRO20200003

Agreement Start Date:	<u>June 8, 2020</u>	Total Agreement Amount:	<u>\$24,162.00</u>
Original Agreement Expiration Date:	<u>November 30, 2020</u>	Original Agreement:	<u>\$24,162.00</u>
Current Agreement Expiration Date:	<u>November 30, 2020</u>	Previous Amendment(s) Total:	<u>N/A</u>
Requested Agreement Expiration Date:	<u>November 30, 2021</u>	This Amendment:	<u>\$0.00</u>

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

Recitals

1. MPCA has an interagency agreement with the SWIFT Agreement Number 174970 to provide fish specimen collection.
2. This amendment is needed to extend the expiration date to allow MPCA and DNR additional time to finish the work.
3. MPCA and DNR are willing to amend the Original Agreement as stated below.

Agreement Amendment

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

REVISION 1. Clause 1.2. "**Expiration Date**" is amended as follows:

1.2 Expiration date: ~~November 30, 2020~~ November 30, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first.




REVISION 2. Clause 5 "**Authorized Representative**" is amended as follows:

MPCA's Authorized Representative is ~~Jordan Donatelli~~ Lee Engel, 520 Lafayette Road, St. Paul, MN 55155, ~~jordan.donatelli@state.mn.us, 651-757-2254,~~ lee.engel@state.mn.us, 651-757-2339, or their successor.

DNR's Authorized Representative is **Cory Goldsworthy**, Area Fisheries Supervisor, Duluth- French River Hatchery, 5357 North Shore Drive, Duluth, MN 55804, cory.goldsworthy@state.mn.us, 218-302-3268, or their successor.

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

Signatures

Title	Name	Signature	Date
Encumbrance verification	Paul L Nevin	<div>DocuSigned by:  894ACA4E32F44D3...</div>	October 16, 2020
Fisheries Section Chief	Bradford Parsons	<div>DocuSigned by:  0D84C2BB33B14FC...</div>	October 16, 2020
Assistant Division Director	Melissa Lewis	<div>DocuSigned by:  5F0F911B6E6D4E8...</div>	October 19, 2020



Interagency Amendment

State of Minnesota

SWIFT Contract No.: 161960

PO No. 3000024705

3000026765

AI: 225064

Activity ID: PRO20190002

Contract Start Date:	<u>7/26/2019</u>	Total Contract Amount:	<u>\$6,271,974.00</u>
Original Contract Expiration Date:	<u>6/30/2024</u>	Original Contract:	<u>\$3,099,600.00</u>
Current Contract Expiration Date:	<u>6/30/2024</u>	Previous Amendment(s) Total:	<u>\$N/A</u>
Requested Contract Expiration Date:	<u>N/A</u>	This Amendment:	<u>\$3,172,374.00</u>

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

Recitals

1. The MPCA has a contract with BWSR identified as SWIFT Contract No. 161960 ("Original Agreement") to provide **BWSR disburses funds to counties for the MPCA for the County SSTS Program through its Natural Resources Block Grant (NRBG) Program** project.
2. This Agreement is being amended to add FY 21 funding and increase total obligation.
3. The State and the Contractor are willing to amend the Original Agreement as stated below.

Amendment

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

REVISION 1. Clause 5. "Consideration and Conditions of Payment" is amended as follows:

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

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

County SSTS Grants Program

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

- The FY 2020 base grant awards (August 2019)
- The FY 2020 low-income upgrade grant awards (August 2019)
- The FY 2021 base grant awards (August 2020)
- ~~The FY 2021 incentive grant awards (August 2020)~~
- The FY 2021 low-income upgrade grant awards (August 2020)

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

Use of funds as match; Total Obligations.

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

The total obligation of the MPCA for compensation and reimbursement to BWSR for the County SSTS Grants Program under this Agreement will not exceed \$3,099,600.00 (Three Million Ninety-nine Thousand Six Hundred Dollars and Zero Cents) for FY 20 plus \$3,172,374.00 (Three Million One Hundred Seventy-two Thousand Three Hundred Seventy-four Dollars and Zero Cents) for FY 21 for a total obligation of \$6,271,974.00 (Six Million Two Hundred Seventy-one Thousand Nine Hundred Seventy-four Dollars and Zero Cents).

~~The funds for FY 21 have not yet been allocated. Once final numbers are determined, this agreement will be amended to include them.~~

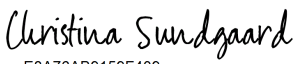
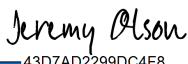
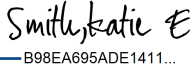
REVISION 2. Clause 6. "**Authorized Representatives**" is amended as follows:

MPCA's Authorized Representative is ~~Aaron Jensen~~ **Brandon Montgomery**, SSTS Program, 520 Lafayette Road North, St. Paul, Minnesota 55155, 651-757-2544/2230, aaron.s.jensen@state.mn.us, brandon.montgomery@state.mn.us, or his successor.

BWSR's Authorized Representative is ~~Melissa Lewis~~ **Kevin Bigalke**, Land and Water Section Manager, 500 Lafayette Road North, St. Paul, Minnesota 55155, 651-297-4735/651-215-6338, melissa.k.lewis@state.mn.us, kevin.bigalke@state.mn.us, or her successor.

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

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Christina Sundgaard	DocuSigned by:  E8A76AB9159F409...	June 26, 2020
Chief Financial Officer	Jeremy Olson	DocuSigned by:  43D7AD2299DC4F8...	July 14, 2020
Assistant Division Director	Smith, Katie E	DocuSigned by:  B98EA695ADE1411...	July 15, 2020

SWIFT Contract No.: 178627

Purchase Order No.: 3000012269

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the **Minnesota Board of Water and Soil Resources** (“BWSR”) and the **Minnesota Pollution Control Agency** (“MPCA” or “PCA”).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** **July 1, 2020**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** **June 30, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

2.1 Background

The purpose of this project, which is a cooperative effort between BWSR, PCA, and the Minnesota Department of Natural Resources (DNR), is to develop the State’s application for Federal Clean Water Act Section 404 assumption, fulfilling the requirements of a wetland program development grant awarded to BWSR from the U.S. Environmental Protection Agency (Grant No. CD-00E02736-0) (EPA Grant) and Laws of Minnesota 2019, 1st Special Session, Chapter 4, Article 1, Section 2, Subd. 9(a) (2019 legislation). This cooperative project is funded, in part, by an appropriation to the Environmental Quality Board (EQB) associated with the 2019 legislation. In accordance with an agreement between BWSR and EQB (Contract #164667), BWSR is responsible for coordination with DNR and PCA, including any necessary interagency agreements and funding, within budgetary limitations, for the agencies work on this project.

2.2 PCA's Duties

- 2.1.1 Participate on the interagency project management team which will be responsible for general project oversight, interagency coordination, providing direction to the BWSR project coordinator, and coordinating project work within PCA. Project management team members will also serve as liaisons to their respective agency leadership, particularly regarding any issues that may require high level decisions or consensus, and for reporting to and coordinating with EQB on tasks relating to the 2019 legislation.
- 2.1.2 Complete various specific tasks related to the agency’s programs as identified by the project management team, including providing to BWSR: timely information and direction; feedback and concurrence on proposed statute, rule, and procedural changes affecting PCA programs; and assistance in assembling 404 assumption application materials relating to PCA and its programs.

- 2.1.3 Serve as subject-matter experts on issues relating to PCA programs for stakeholder meetings and legislative presentations and hearings.
- 2.1.4 Tracking time spent working on the project and providing that information to BWSR for reimbursement in accordance with Articles 3 and 4 of this agreement.
- 2.1.5 Assist with the review of reports and other work-products.

2.3 BWSR's Duties

- 2.3.1 Act as the primary state administrator for the EPA grant in accordance with the grant agreement, and the 2019 legislation in accordance with the BWSR-EQB agreement.
- 2.3.2 Provide for overall project management and coordination, including fulfilling the requirements of the BWSR-EQB agreement and the EPA grant.
- 2.3.3 Lead and coordinate the interagency project management team identified in section 2.2.1.
- 2.3.4 Provide a project coordinator to serve as the primary staff person responsible for completing project tasks and coordinating interagency work based on direction from the project management team.
- 2.3.5 Accept and manage state funds transferred from EQB and federal funds provided through the EPA Grant, including the reimbursement of expenses incurred by PCA for work associated with this project.
- 2.3.6 Make payment to PCA in the amount and manner specified in Articles 3 and 4 of this agreement.
- 2.3.7 Submit complete information regarding costs and in-kind contributions in a manner that meets the reporting requirements of the EPA grant for the purposes of determining reimbursement from grant funds.

3 Consideration and Payment

BWSR agrees to reimburse the PCA for its activities in support of the 2019 legislation and EPA Grant listed under section 2.2. The total obligation of BWSR for all compensation and reimbursements to PCA under this agreement will not exceed **\$45,888.00 (Forty-Five Thousand Eight Hundred Eighty Eight Dollars and Zero Cents)**.

PCA will invoice BWSR quarterly for its project cost share amounts and provide BWSR with the documentation necessary to request reimbursement. Invoices should reference the SWIFT Contract Number and Purchase Order Number, and be sent to BWSR.Invoices@state.mn.us.

4 Conditions of Payment

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

5 Authorized Representative

BWSR's Authorized Representative is **Les Lemm**, Wetlands Section Manager, 520 Lafayette Road, St. Paul, MN, 55155, 651-296-6057, les.lemm@state.mn.us, or his successor.

PCA's Authorized Representative is **Melissa Kuskie**, Project Manager, 520 Lafayette Road, St. Paul, MN 55155, 651-757-2512, Melissa.kuskie@state.mn.us or her successor.

6 Amendments

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

in office.

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

DocuSigned by:
Signed: Cathy Seurer
E54485EBE2AE4D8...

Date: 6/29/2020

Resources (BWSR)

DocuSigned by:
By: Lee Jemm
D7C31123FFEC4C9...
(with delegated authority)

Title: Wetlands Section Manager

Date: 6/30/2020

2. Minnesota Pollution Control Agency

(MPCA)
DocuSigned by:
By: Smith, Katie E
B98EA695ADE1411...
(with delegated authority)

Title: Assistant Division Director

Date: 6/30/2020

3. Minnesota Board of Soil and Water

SWIFT Contract No.: 179486
Purchase Order No.:3000012289

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This Agreement is between **Minnesota Pollution Control Agency**, 520 Lafayette Road N. St. Paul, MN 55155 (MPCA) and **Board of Water and Soil Resources**, 520 Lafayette Road N. St. Paul, MN 55155 ("BWSR").

Agreement

1 Term of Agreement

- 1.1 **Effective date:** **July 1, 2020**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** **June 30, 2021** or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

A. MPCA Duties:

MPCA, at its central office location, 520 Lafayette Rd N, St. Paul, MN 55155 will provide the following services to BWSR:

- Reception services
- Security Access Control for office security of employees and guests
- Board meeting parking with up to 15 allotted spaces for meetings
- Lease management services
- Emergency Notification System (Send Word Now) for protecting employee safety in regards to emergencies affecting the office space
- Emergency planning and safety consultation
- Ergonomic assessments
- Conference room coordination
- AV coordination
- Mail processing and package delivery and pick up

B. BWSR Duties:

BWSR, at 520 Lafayette Rd N, St. Paul, MN 55155 will provide the following services to MPCA:

- Follow most recent updates of the following MPCA procedures (noted as Attachments A-E):
 - Attachment A – Central Office Emergency Plan
 - Attachment B – Building Access Badge and Key Request
 - Attachment C – Conference Room Scheduling Policy
 - Attachment D – AV Equipment Policy
 - Attachment E –Visitors Policy
- Complete Access Badge Requests for new employees during BWSR onboarding and off boarding process

- Update Send Word Now during BWSR onboarding and off boarding process
- Notify MPCA of staff departures
 - Within two business days for non-contentious departures via the Staff Change Notification Policy
 - Immediately for departures which are contentious to the MPCA Director of Human Resources
- Provide guest lists and BWSR contacts for guests
- Responsible for damages to property, building or equipment

3 Consideration and Payment

The total obligation of BWSR for all compensation and reimbursements to MPCA under this Agreement over the length of this Agreement will not exceed **\$7344.00 (Seven Thousand Three Hundred Forty Four Dollars and Zero Cents)**.

MPCA will invoice BWSR annually on April 1st. BWSR will pay within 30 days of receipt of invoice.

4 Conditions of Payment

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

5 Authorized Representative

MPCA's Authorized Representative is **Christine Everson**, Operations Assistant Division Director, MPCA, 520 Lafayette Rd N, St. Paul, MN 55155, christine.everson@state.mn.us, 651-757-2782, or her successor. If MPCA's Authorized Representatives change at any time during this agreement, MPCA must notify BWSR within 30 days.

BWSR's Authorized Representative is **Jeremy Olson**, Chief Financial Officer, BWSR, 520 Lafayette Rd N, St. Paul, MN 55155, Jeremy.olson@state.mn.us, 651-282-2929, or his successor. If BWSR's Authorized Representatives change at any time during this agreement BWSR must notify MPCA within 30 days.

6 Amendments

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

7 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: Cathy Sauer
E54485EBE2AE4D8...

Date: 6/30/2020 Cont. 179486/3000012289

2. Minnesota Pollution Control Agency (MPCA)

DocuSigned by:
By: Chris Emerson
BE42C1D9763F431
(With delegated authority)

Title: Assistant Division Director

Date: 6/30/2020

3. Board of Water and Soil Resources (BWSR)

DocuSigned by:
By: Jeremy Olson
43D7AD2299DC4F8...
(with delegated authority)

Title: Chief Financial officer

Date: 7/1/2020

ATTACHMENT A (6/28/2018)

Central Office Emergency Plan

Minnesota Pollution Control Agency, Board of Water and Soil Resources and
Minnesota Information Technology

Central Office
520 Lafayette Road North



Minnesota Pollution Control Agency

July 2015

Purpose

The purpose of the this Emergency Plan is to preserve safety and health, and to limit risk to staff and visitors of the Minnesota Pollution Control Agency (MPCA), Board of Water and Soil Resources (BWSR), Environmental Quality Board (EQB), and Minnesota Information Technology (MNIT) in the event of a building emergency. Emergencies may include, but are not limited to, the following: fire, extreme weather, utility disruption, bomb threat, violence, medical emergencies, or chemical spills.

Scope

Standards established by the Occupational Safety and Health Administration (OSHA) at 29 CFR 1910.38 require the Minnesota Pollution Control Agency to establish an Emergency Action Plan (EAP). This Emergency Plan conforms to, and is consistent with OSHA's Emergency Action Plan criteria. It is intended to provide initial guidance (one operational period, or less) for the Emergency Management Team, Emergency Support Team, and Agency Staff in the event of an emergency. Emergencies which are known or assumed to last more than one operational period are more effectively managed by the Continuation of Operations Plan (COOP). This Emergency Plan directs management's transition into COOP where appropriate.

Authority

The Commissioner of the Minnesota Pollution Control Agency (MPCA), or as delegated, is the sole authority for this Emergency Plan. The Commissioner, or delegate, will approve all procedures, modifications, and revisions to this plan. Additionally, the authority will designate members of the Emergency Management Team, as outlined within the plan.

Cathy Moeger
Operations Division Director

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Roles and Responsibilities

1. Emergency Management Team

1.1. Emergency Coordinator will:

- 1.1.1. Be designated by the MPCA Commissioner
- 1.1.2. Designate all members of the Emergency Management Team
- 1.1.3. Lead the Emergency Management Team
- 1.1.4. Serve as immediate reporting official of:
 - 1.1.4.1. Deputy Emergency Coordinator
 - 1.1.4.2. Public Information Officer
 - 1.1.4.3. Liaison Officer
 - 1.1.4.4. Safety Officer
 - 1.1.4.5. Operations Officer
 - 1.1.4.6. Human Resources Officer
 - 1.1.4.7. Information Technology Officer
- 1.1.5. Ensure Life Safety is paramount during an emergency
- 1.1.6. Serve as MPCA liaison with external emergency responders' Incident Commander(s)
- 1.1.7. Remain in direct contact with all Emergency Management Team members
- 1.1.8. Chair after-action meetings

1.2. Deputy Emergency Coordinator will:

- 1.2.1. Serve as immediate reporting official of Division Directors
- 1.2.2. Receive delegation from the Emergency Coordinator

1.3. Public Information Officer will:

- 1.3.1. Support all internal communication during an emergency, as directed by the Emergency Coordinator

1.4. Liaison Officer will:

- 1.4.1. Support all external and interagency communication during an emergency, as directed by the Emergency Coordinator

1.5. Safety Officer will:

- 1.5.1. Draft, revise, coordinate, and routinely improve this Emergency Plan
- 1.5.2. Ensure Division personnel rosters are in Division Director and Emergency Coordinator bug-out bags and updated quarterly

- 1.5.3. Provide the Emergency Management Team, Emergency Support Team, and Agency Staff with training in accordance with their role as defined in this plan
- 1.5.4. Serve as immediate reporting official of Floor Wardens
- 1.5.5. Verify and ensure Life Safety conformance during an emergency
- 1.5.6. Inspect egress routes, public address system, first-aid kits, and restroom emergency lights monthly
- 1.6. Operations Officer will:
 - 1.6.1. Coordinate the correction of facility Life Safety Code discrepancies with building management representatives (Meritex, Inc.)
 - 1.6.2. Serve as primary point-of-contact for building management representatives during a facility emergency
 - 1.6.3. Serve as primary point-of-contact for DNR Facilities Manager
- 1.7. Human Resources Officer will:
 - 1.7.1. Advise Emergency Coordinator regarding State personnel policies
 - 1.7.2. Serve as liaison with Minnesota Management & Budget
 - 1.7.3. Review and approve all messages to Agency Staff prior to dissemination
- 1.8. Information Technology Officer will:
 - 1.8.1. Ensure MNIT readiness and staffing for emergencies
 - 1.8.2. Maintain readiness of Emergency Coordinator's laptop and aircard
 - 1.8.3. Draft and send "All MPCA Staff" emails at the direction of the Emergency Coordinator
 - 1.8.4. Serve as single point-of-contact for status of IT systems and impact of non-functioning systems
- 1.9. Security Officer(s) will:
 - 1.9.1. Support orderly staff relocation or egress
 - 1.9.2. Provide visitor information to the Safety Officer, as requested

2. Emergency Support Team

- 2.1. Division Directors will:
 - 2.1.1. Report directly to the Deputy Emergency Coordinator
 - 2.1.2. Be responsible for accountability of all assigned staff
 - 2.1.3. Support "All Clear" communication as directed by the Deputy Emergency Coordinator
- 2.2. Floor Wardens will:
 - 2.2.1. Be responsible for timely and orderly relocation or egress of assigned floor
 - 2.2.2. Serve as immediate reporting official of Area Monitors and Attendants

2.2.3. Communicate assigned floor status, including the status of staff unwilling or unable to relocate/egress, directly to the Safety Officer

2.2.4. Support post-evacuation re-entry into the facility

2.3. Area Monitors will:

2.3.1. Be responsible for timely and orderly relocation or egress of assigned floor quadrant

2.3.2. Communicate assigned quadrant status, including the status of staff unwilling or unable to relocate/egress, directly to the Floor Warden

2.4. Attendants will:

2.4.1. Be appointed on an as-needed basis to support persons with mobility limitations

2.4.2. Support the relocation/egress of the individual to which they are assigned

2.4.3. Notify the Floor Warden of status and location of assigned individual

3. Agency Staff

3.1. Managers and Supervisors will:

3.1.1. Be responsible for accountability of all assigned staff

3.1.2. Ensure and verify completion of semi-annual training by all assigned staff

3.1.3. Ensure all assigned staff relocate/evacuate in accordance with this plan

3.1.4. Appoint Floor Wardens and/or Area Monitors, as needed

3.2. Agency Employees will:

3.2.1. Respond to emergencies in accordance with this plan

3.2.2. **(Physical Limitations)** Request an assistant be assigned when concerned about their ability to relocate/egress alone

Training

4. General

- 4.1. All employees will receive initial emergency response training within 30 days of being hired, and refresher training semi-annually, or more frequently when performance issues have been identified.
- 4.2. All emergency response and emergency management training will be documented in Enterprise Learning Management (ELM).
- 4.3. Training documentation will be retained for a minimum of three (3) years.
- 4.4. The Emergency Management Team will review Agency-wide training currency annually.

5. Emergency Management Team

- 5.1. Members will receive training within 30 days of appointment.
- 5.2. At a minimum, EMT members training will cover the following areas:
 - 5.2.1. Roles and Responsibilities
 - 5.2.2. Emergency types and response techniques
 - 5.2.3. Emergency Plan chain of command
 - 5.2.4. Care and use of equipment
 - 5.2.5. Position Specific Job Action Sheet(s)

6. Emergency Support Team

- 6.1. Members will receive training within 30 days of appointment.
- 6.2. Refresher training is required every two years.
- 6.3. At a minimum, EST member training will cover the areas listed in 5.2.1 – 5.2.5.

7. Managers, Supervisors, and Employees

- 7.1. Must complete initial emergency response training in ELM within 30 days of being hired.
- 7.2. Must complete refresher training in ELM semi-annually.

Evacuation Emergencies

8. Types

- 8.1. Fire
- 8.2. Major Hazardous Chemical Spill
- 8.3. Natural Gas Leak
- 8.4. Any incident impacting structural integrity of the building

9. General

- 9.1. Evacuation emergencies are those in which there is a known or suspected hazard, inside the facility, which is likely to cause death, or serious physical harm.
- 9.2. All employees will immediately evacuate to predetermined rally points outside the facility. **EXCEPTION: While it is safe to do so, Floor Wardens and Area Monitors will remain in the facility to complete floor sweeps and assist in evacuation.**
- 9.3. All employees will evacuate using the exit or stairwell nearest them.
- 9.4. Employees unable to evacuate will be assisted to the nearest egress stairwell and await assistance from emergency responders.
- 9.5. All employees will report-in with their immediate supervisors upon arrival at their rally point.
- 9.6. All employees will remain at the established rally points and await direction from leadership.

Shelter-In-Place Emergencies

10. Types

- 10.1. Extreme Weather
- 10.2. Bomb Threat
- 10.3. Threat of Violence/Active Violence
- 10.4. Minor Hazardous Chemical Spill

11. General

- 11.1. Shelter-In-Place emergencies are those in which there is a known or anticipated hazard, inside or outside the facility, which cannot be mitigated by an evacuation.
- 11.2. All employees will immediately move to a safe location within the building.
- 11.3. Safe locations are dependent upon the nature of the emergency.
 - 11.3.1. **Extreme Weather:** All employees will seek shelter in interior, windowless rooms.
 - 11.3.2. **Violence:** All employees will seek shelter in lockable rooms (Green Tree Rooms).

11.3.3. **Minor Hazardous Chemical Spill:** All non-essential employees will relocate to any area not impacted by the chemical spill.

11.4. All employees will remain in a safe location and await further direction from leadership.

Other Emergencies

12. Types

12.1. Utility Disruption

12.2. Suspicious Package/Mail

12.3. Medical Emergency

12.4. Threats to External Parties

13. General

13.1. "Other" emergencies are those in which there is a known or suspected hazard, but response activities are situational and may result in an evacuation, shelter-in-place, relocation to alternate floors, or continuation of normal business, at the discretion of the Emergency Management Team.

13.2. "Other" emergencies will utilize the facility's public address (PA) system and Send Word Now, where appropriate, to notify employees.

13.3. All employees will listen and take immediate action in response to PA system and Send Word Now announcements.

13.4. Response activities are wholly dependent upon the nature and severity of emergencies.

13.4.1. **Utility Disruption:**

13.4.1.1. **Water:** Inability to provide water service to employees requires a dismissal of all non-essential staff until service is restored.

13.4.1.2. **Natural Gas:** The disruption of natural gas into the facility requires an evaluation of affected systems. The loss of hot water service requires a dismissal of employees until service is restored. The loss of heating systems may result in facility closure if indoor air temperature falls below acceptable limits.

NOTE: The Emergency Coordinator will prepare for facility closure when the indoor air temperature falls below 65°F. Facility closure will occur in the event the indoor air temperature falls below 60°F.

13.4.1.3. **Electricity:** The disruption of electrical service into the facility may result in a shelter-in-place response, facility relocation, or facility evacuation dependent upon the duration of the service outage.

NOTE: The Emergency Coordinator will direct relocation to the first floor when an electrical service outage is known or anticipated to last greater than 30 minutes. Facility closure will occur when an electrical service outage is known or anticipated to exceed 60 minutes.

13.4.2. Suspicious Package/Mail:

- 13.4.2.1. **Known or Suspected Explosive Device:** A suspicious package that is known or suspected of containing an explosive device will result in immediate shelter-in-place and law enforcement agencies (LEA) will be summoned.
- 13.4.2.2. **Known or Suspected Toxic Substance:** A suspicious package that is known or suspected of containing a toxic substance will result in shelter-in-place, facility relocation, or facility evacuation depending upon the nature, location, and disbursement of the substance. Heating, ventilation, and air conditioning systems will be shut-down immediately, and LEA will be summoned.
- 13.4.2.3. **Unknown Nature:** A suspicious package containing unknown objects/materials will generally result in shelter-in-place. LEA will be summoned, and additional response activities will be determined upon evaluation by LEA.
- 13.4.3. **Medical Emergency:** A medical emergency will not result in sheltering, relocation, or evacuation. Emergency medical response will be summoned immediately, and application of First-Aid, Cardiopulmonary Resuscitation (CPR), or Automated External Defibrillators (AEDs) may be undertaken by employees as necessary.
- 13.4.4. **Threats to External Parties:** When the MPCA receives a threat against a non-MPCA entity, 9-1-1 and the Safety Officer must be notified immediately. The Safety Officer will notify the Emergency Coordinator, Commissioner's Office and the local Homeland Security Fusion Center. If the threat includes specific targets, the nearest Regional Office Manager will contact the local law enforcement agency and apprise authorities on the nature of the threat. See *Appendix H, External Threat Notification Procedure* for additional information.

Appendix A: Glossary

Definitions

Active Violence: The unlawful exercise of physical force or intimidation by the exhibition of such force.

Authority Having Jurisdiction: A person who has the delegated authority to determine, mandate, and enforce code requirements established by jurisdictional governing bodies.

Extreme Weather: Weather that is known or anticipated to create conditions affecting the structural integrity of the facility, or conditions which are likely to cause death or serious bodily injury to employees while present in the work environment and/or during their commute.

Hazardous Chemical: Any chemical which is classified as a physical or a health hazard, a simple asphyxiant, combustible dust, pyrophoric gas, or hazard not otherwise classified.

Immediately Dangerous to Life and Health: An atmosphere that poses an immediate threat to life, would cause irreversible adverse health effects, or would impair an individual's ability to escape from a dangerous atmosphere.

Imminent Danger: Any conditions or practices in any place of employment what are such that a danger exists which could reasonably be expected to cause death or serious physical harm immediately or before the imminence of such danger can be eliminated through the enforcement procedures of authorities having jurisdiction.

Major Spill: The uncontrolled release of a hazardous chemical, either as a solid, liquid, or a gas, meeting the following criteria:

- There is fire or potential for fire or explosion.
- The spill poses an immediate danger to life or health.
- There are injuries requiring medical attention.
- MPCA personnel are not able to identify the properties or hazards of the spilled material.

Major spills require activation of emergency response agencies (e.g. Fire, HAZMAT Team, etc.)

Medical Emergency: An injury or illness that is acute and poses an immediate risk to an employee's life or long term health (e.g. heart attack, stroke, etc.).

Minor Spill: Spills not meeting the criteria of a "Major Spill". Minor spills can normally be mitigated by MPCA employees.

Public Address System: A system of microphones, amplifiers, and loudspeakers used to amplify speech in a large facility.

Serious Physical Harm: A part of the body is damaged so severely that it cannot be used or cannot be used very well.

Threat of Violence: A declaration, made by any person(s), through any means of communication, of the intent to inflict harm, pain, or misery upon an employee or the greater Agency.

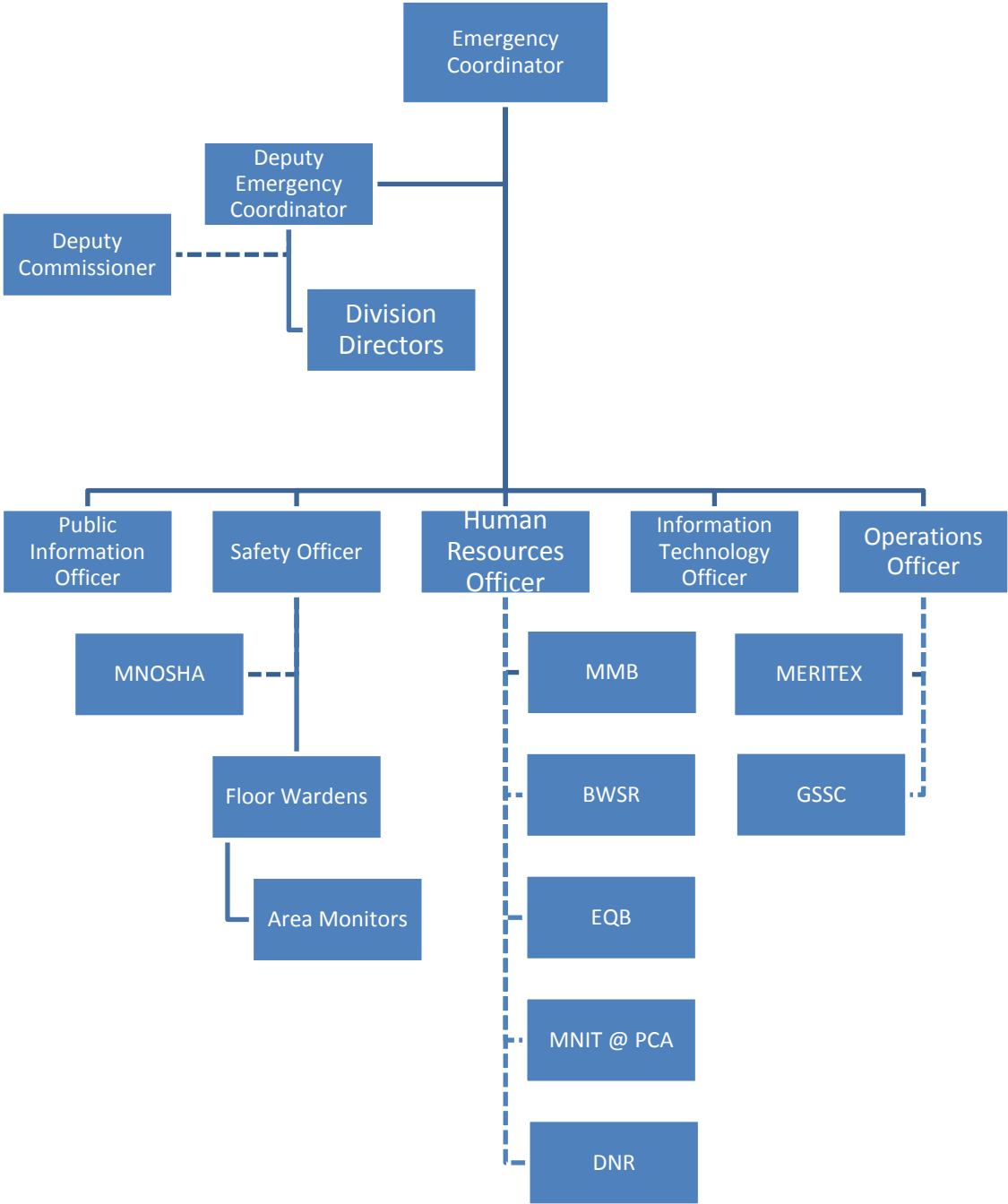
Utilities: Essential services necessary to maintain normal operations. For the purposes of this Plan, the term "Utilities" is limited to the following services: Natural Gas, Water, and Electricity.

Utility Disruption: The impairment of one or more utilities servicing the facility.

Abbreviations/Acronyms

AHJ – Authority Having Jurisdiction
BWSR – Board of Water and Soil Resources
DNR – Department of Natural Resources
EC – Emergency Coordinator
ELM – Enterprise Learning Management
EMT – Emergency Management Team
EST – Emergency Support Team
EQB – Environmental Quality Board
HAZMAT – Hazardous Materials
IC – Incident Commander
IDLH – Immediately Dangerous to Life and Health
IT – Information Technology
LEA – Law Enforcement Agency
MNIT – Minnesota Information Technology
MPCA – Minnesota Pollution Control Agency
MSDS – See “SDS”
PA – Public Address
PIO – Public Information Officer
SDS – Safety Data Sheets
SO – Safety Officer

Appendix B: Organizational Structure



Appendix C: Emergency Management Team (EMT)

Personnel Roster

Position	Name	Radio No., Bag, Megaphone, Vest	Phone	
Emergency Coordinator	Reena Solheid	#,B,M,V	Office	651-757-2054
Alternate 1	Kellie McNamara	#,B,M,V	Cell	651-346-8655
Alternate 2	Chris Everson	#,B,M,V	Office	651-757-2782
Deputy EC	Chris Everson	#,B,M,V	Office	651-757-2782
Alternate 1	Kellie McNamara	#,B,M,V	Cell	651-336-9237
Alternate 2	Michelle Beeman		Office	651-757-2013
Industrial DD	Jeff Smith	#,B	Cell	651-231-3461
Assistant DD	Doug Wetzstein		Office	651-757-2819
Municipal DD	Mark Schmitt	#,B	Cell	651-263-8694
Assistant DD	Doug Wetzstein		Office	651-757-2819
Remediation DD	Kathy Sather	#,B	Cell	651-755-6420
Assistant DD	VACANT			
EAO DD	Todd Biewen	#,B	Cell	651-263-1595
Assistant DD	VACANT			
Watershed DD	Glenn Skuta	#,B	Cell	651-263-8613
Assistant DD	Katie Koelfgen		Cell	651-403-2678
RMAD DD	Dave Benke	#,B	Cell	651-263-7539
Assistant DD	Katie Koelfgen		Cell	651-403-2678
Safety Officer	Ryan Ricci	#	Cell	612-859-6486
Alternate 1	Lisa McMahon		Cell	651-592-1440
Alternate 2	Jane Braun		Office	651-757-2890
Human Resources Officer	Kellie McNamara	#,B,M,V	Cell	651-346-8655
Alternate 1	Vonnie Phillips		Office	651-757-2160
Alternate 2	Sonda Binsfeld		Office	651-757-2055
Operations Officer	Heidi Christensen		Cell	651-592-2189
Alternate 1	Diane Fox		Office	651-757-2367
Alternate 2	Lizz Sheridan		Office	651-757-2112
Public Information Officer	Michael Rafferty		Cell	651-810-5104
Alternate 1	Dave Verhasselt		Cell	651-718-7670
Alternate 2	Sue Burns		Cell	651-442-1634
Information Technology Officer	Darrell Johnson		Office	651-757-2550
Alternate 1	Tad Schindler		Office	651-757-2695
Alternate 2	Mark Olsen		Office	651-757-2624
MNIT Recovery	Scott Scoville		Office	651-757-2138
MNIT Support	Brion Nelson		Office	651-757-2125

Appendix D: Emergency Support Team (EST) Personnel Roster

Floor	Warden	Radio No., Bag, Megaphone, Vest	Unit	Office Phone
LL	Daniel Steltz	#,B,M,V	EAO	651-757-2694
Alternate				
1	Jen Crea	#,B,M,V	MNIT	651-757-2294
Alternate				
2	John Gilkeson	#,B,M,V	RMAD	651-282-2391
Alternate	Bill Eisele	#,B,M,V	BWSR	651-282-2929
3	Matthew Lindon	#,B,M,V	EAO	651-757-2530
Alternate	Glen Skuta		WSD	651-757-2730
4	John Smith	#,B,M,V	OPS	651-757-2626
Alternate				
5	Sondra Campbell	#,B,M,V	REM	651-757-2840
Alternate	Pam Foster		REM	651-757-2778
6	Margaret Kumar	#,B,M,V	OPS	651-757-2510
Alternate			EAO	651-757-2548

Floor	Area Monitor	Unit	Phone
LL	Daniel Crawford	MNIT	651-757-2446
LL	Mark Hanson	MNIT	651-757-2126
1	Tito Badio	OPS	651-757-2114
1	Dave Fawcett	MNIT	651-757-2350
1	VACANT		
1	VACANT		
2	Al Innes	RMAD	651-757-2457
2	Conor Donnelly	BWSR	651-282-3815
2	Jim Haertel	BWSR	651-297-2906
2	Brian Timerson	RMAD	651-757-2785
3	Jean Evers	EAO	651-757-2681
3	Luke Charpentier	EAO	651-757-2268
3	Char Byrnes-Gronau	EAO	651-757-2063
3	Deborah Schreifels	EAO	651-757-2582
4	Ann Foss	IND	651-757-2366
4	Lisa Mojsiej	RMAD	651-757-2373
4	Henry Bochenski	IND	651-757-2581
4	Tim Duren	OPS	651-757-2335
5	Chris McLain	REM	651-757-2562
5	Debbie Charpentier	IND	651-757-2083
5	Andrew Nichols	REM	651-757-2612
5	Mark Umholtz	REM	651-757-2308
6	Nathan Cooley	RMAD	651-757-2290
6	Jane Walton	OPS	651-757-2808
6			
6	Chris Malec	OPS	651-757-2548

Appendix E: Job Action Sheets

Emergency Coordinator Facility Evacuation Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Emergency Coordinator activities during a facility evacuation emergency. Examples include, but are not limited to: Fire, Major Spill, Natural Gas Leak, or other incidents affecting the structural integrity of the facility.

Immediate Response Actions (0 – 5 minutes)

☐ Ensure appropriate notifications / alerts have been made; **initiate evacuation**

- Fire:

☐ Fire Alarm ☐ Send Word Now ☐ DNR

- Non-Fire:

☐ 9-911 ☐ Public Address System ☐ Send Word Now ☐ DNR

(NOTE: EC will notify 9-911; PIO will use PA system; EC will use Send Word Now; Human Resources Officer will notify DNR leadership, Operations Officer will notify DNR Facility Manager)

☐ Retrieve bug-out bag, don vest, radio “ON”

☐ Initiate Emergency Management Team at Command Post (**East-side of North Parking Lot; grassy area adjacent to reserved parking space #79**)

Ongoing Actions (5 – 60 minutes)

All Emergencies

☐ Prevent unnecessary personnel from approaching the facility

(WARNING: EMT Members are NOT necessary personnel)

☐ Receive floor-by-floor evacuation status from **Safety Officer**

(NOTE: If no status at +15 minutes, request update from Safety Officer)

☐ Receive Division personnel headcounts from **Deputy EC**

(NOTE: If no status at +15 minutes, request update from Deputy EC)

☐ Provide emergency responders (fire, EMT, police) with location of known persons remaining in the facility.

Persons in Stairwells

Name	Location

Floors Cleared

☐ Lower ☐ 1ST ☐ 2ND ☐ 3RD ☐ 4TH ☐ 5TH ☐ 6TH

Fire

Location of fire: _____

Yes / No – Is fire isolated to single room? (Fire Department)

If “No”, recommend alternate space MOU or shutdown – Follow “Office Closure” guidance below.

Yes / No – Fire Suppression system initiated? (Fire Department)

If “Yes”, recommend alternate space MOU or shutdown – Follow “Office Closure” guidance below.

Yes / No – Is facility integrity compromised? (Fire Department/Operations Officer)

If “Yes”, recommend alternate space MOU or shutdown – Follow “Office Closure” guidance below.

Yes / No – Have any utilities been impaired? (Operations Officer)

If “Yes”, proceed to “Other” Emergencies Job Action Sheet

Natural Gas Leak

Source of leak: _____

Notify CenterPoint Energy and MN Office of Pipeline Safety

Yes / No – Is natural gas service impaired? (Operations Officer)

If “Yes”, proceed to “Utility Disruption” JAS

Major Spill

Location of spill: _____

Chemical Released: CAS# _____ Product ID: _____

Yes / No – Is the spill immediately dangerous to life and health? (Safety Officer)

If “Yes”, recommend alternate space MOU or shutdown – Follow “Office Closure” guidance below

Yes / No – Is the release isolated to single office or floor? (Operations Officer)

If “Yes”, restrict access to spill location immediately; follow “Shelter-In-Place” JAS

If “No”, recommend alternate space MOU or shutdown – Follow “Office Closure” guidance below

Yes / No – Is MERITEX able to safely shutdown HVAC systems? (Operations Officer)

Other Compromise of Structural Integrity

Yes / No – Is structural integrity known or assumed compromised? (Emergency Responders)

If “Yes”, recommend alternate space MOU or shutdown – Follow “Office Closure” guidance below

Office Closure

Initiate office closure when any of the following conditions are met:

Ambient Temperature	Discuss MOU / Shutdown Initiation
85°F - 90°F OR 60°F - 65°F	Event +45 minutes
40°F - 60°F OR 90°F - 100°F	Event +30 minutes
<40°F OR >100°F	Event +15 minutes
Ongoing precipitation expected (all temperatures)	Immediate

Facility Conditions	Discuss MOU / Shutdown Initiation
Fire suppression system activated	Immediate
Halon system activated (Server Rm)	Immediate
Structural integrity compromised	Immediate

Evacuation Duration	Discuss MOU / Shutdown Initiation
Known or expected duration beyond 5:00PM	Immediate
Emergency initiated before 8:00AM	Immediate
Actual duration >60 minutes	Event +60 minutes

- ☐ Recommend office closure to **Commissioner/Deputy Commissioner**.
- ☐ Ensure **Human Resources Officer** has notified MMB of the emergency
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
- ☐ Ensure **Human Resources Officer** has completed and sent the following
 - ☐ State Agency Emergency Event Questionnaire
 - ☐ State Agency Emergency Paid Leave Request FormDuring Business Hours
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
Non-Business Hours
 State Duty Officer, (800)422-0798 / (651)649-5451
- ☐ Ensure **Safety Officer** has notified OSHA of death or inpatient hospitalization, if necessary
- ☐ If security will be compromised beyond 5:00PM, initiate security planning by **Safety Officer** and **Operations Officer**
- ☐ Ensure **Public Information Officer** communicates status to **ALL MPCA STAFF** and **Governor's Office Communications Officer** using available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **Operations Officer**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known
- ☐ Ensure **Operations Officer** maintains liaison with **MERITEX, BWSR, MNIT @ PCA, and DNR**.

Points of Contact

DNR Commissioner's Office: 651-259-5025

DNR Safety Director: 651-259-5471

External Emergency Services: Landline: 9-911; Cell: 911

Governor's Office Communications Officer: 651-201-3400

GSSC Security Guards: 612-702-9943 / 612-702-7166

GSSC Security Supervisor: 612-702-7166

MERITEX: 651-248-3934 / 651-248-3937

Minnesota Office of Management and Budget: 651-336-8297 / 651-259-3740

Minnesota Office of Pipeline Safety: 651-201-7230

Minnesota State Duty Officer: 800-422-0798 / 651-649-5451

Xcel Energy (Electrical Outage): 800-895-1999

Xcel Energy (Gas Emergency): 800-895-2999

Emergency Coordinator Shelter-In-Place Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Emergency Coordinator activities during a shelter-in-place emergency. Examples include, but are not limited to: Severe Weather, Bomb Threat, Threat of Violence/Active Shooter, and Minor Spills.

Immediate Response Actions (<5 minutes)

- ☐ Ensure appropriate notifications / alerts have been made; **direct shelter-in-place**
 - Active Shooter: facility-wide notification is unlikely in this type of emergency
☐ 9-911 ☐ Send Word Now
 - Severe Weather:
☐ Public Address System ☐ Send Word Now ☐ DNR
 - Other:
☐ 9-911 ☐ Public Address System ☐ Send Word Now ☐ DNR
- (NOTE: EC will notify 9-911; PIO will use PA system; EC will use Send Word Now; Human Resources Officer will notify DNR leadership, Operations Officer will notify DNR Facility Manager)*
- ☐ Bug out bags
 - Active Shooter: DO NOT ATTEMPT TO RETRIEVE
 - Severe Weather/Other: Retrieve bug out bag
- ☐ Radio
 - Bomb Threat/Active Shooter: DO NOT TURN RADIOS "ON"
 - Severe Weather/Other: Radio "ON"
- ☐ Initiate Emergency Management Team, if possible
 - Active Shooter: DO NOT PROCEED
 - Severe Weather/Other: Facility Operations Office (FOO)
- (NOTE: If electrical failure ONLY, consider relocating EMT to Conference Room 102 for more lighting)*

Ongoing Actions (5 – 60 minutes)

SEVERE WEATHER

Remain aware of weather conditions.

Yes / No – Tornado Watch/Warning? (National Weather Service)

If "Yes", direct shelter-in-place immediately – interior windowless rooms.

Yes / No – Blizzard Watch/Warning? (National Weather Service)

If "Yes", initiate ALL MPCA mass notification.

Yes / No – Weather Watch/Warning Cancelled? (National Weather Service)

If “Yes”, initiate ALL MPCA mass notification.

Yes / No –Weather Emergency Declared? (National Weather Service)

If “Yes”, recommend shutdown – Follow “Office Closure” guidance below.

Bomb Threat

Location: _____

Detonation Time: _____

Appearance: _____

Detonation Device: _____

Who Placed Device: _____

Reason Device Was Placed: _____

Employee Notified: _____

CAUTION: DO NOT USE RADIOS TO COMMUNICATE INTERNALLY

- Employees may shelter in any room
- Movement within facility will cease until “ALL CLEAR” or “EVACUATION” order is given by law enforcement officials.

Yes / No – “EVACUATION” order? (Law Enforcement Officials)

If “Yes”, recommend shutdown – Follow “Office Closure” guidance below.

Suspicious Package/Mail

Location: _____

Appearance: _____

Who Placed/Sent Package: _____

Reason Package Was Placed/Sent: _____

Employee Notified: _____

- Restrict access to location of package to essential personnel ONLY
(**CAUTION:** EMT Members are NOT essential personnel)

- Employees may shelter in any room
- Movement within facility will cease until “ALL CLEAR” or “EVACUATION” order is given by law enforcement officials.

Yes / No – Suspected explosive device? (Employee Found/Notified)

If “Yes”, follow “Bomb Threat” guidance above.

Yes / No – Aerosol or powder? (Employee Found/Notified)

If “Yes”, direct MERITEX to shutdown HVAC system immediately and continue below.

Yes / No – “EVACUATION” order? (Law Enforcement Officials)

If “Yes”, recommend shutdown – Follow “Office Closure” guidance below.

Minor Spill

Location of spill: _____

Chemical Released: CAS# _____ Product ID: _____

- ☐ Direct shelter-in-place of floor experiencing spill
- ☐ Restrict spill location access to essential personnel
(**CAUTION:** EMT essential personnel – Safety Officer and Operations Officer ONLY)

- Employees may shelter in any room
- Access to spill location will remain restricted until Safety Officer confirms clean-up

Active Shooter

Movement within facility will cease until “ALL CLEAR” or “EVACUATION” order is given by law enforcement officials.

Yes / No – “EVACUATION” order? (Law Enforcement Officials)

If “Yes”, recommend shutdown – Follow “Office Closure” guidance below.

Office Closure

Initiate office closure when any of the following conditions are met:

As Instructed	Discuss Initiation	MOU/Shutdown
"EVACUATION" order is given by Law Enforcement	Immediate	
"Severe Weather Emergency" is declared by State of MN	Immediate – Do not force persons to vacate during severe weather	

Facility Conditions	Discuss Initiation	MOU/Shutdown
Known or suspected integrity compromise	Immediate	

Duration – Facility-wide Emergencies	Discuss Initiation	MOU/Shutdown
Known or expected duration beyond 5:00PM	As soon as practical	
Emergency initiated prior to 8:00AM	Immediate	
Actual duration >60 minutes	Event +60 minutes	

WARNING: DO NOT PROCEED WITH STEPS LISTED BELOW DURING IMMINENT DANGER
PROCEED WITH IMMEDIATE CLOSURE – REVIEW AFTER THREAT IS ELIMINATED.

- ☐ Ensure **Deputy Commissioner** has been notified of intent to close
- ☐ Ensure **Human Resources Officer** has notified MMB of the emergency
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
- ☐ Ensure **Human Resources Officer** has completed and sent the following
 - ☐ State Agency Emergency Event Questionnaire
 - ☐ State Agency Emergency Paid Leave Request Form**During Business Hours**
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
Non-Business Hours
 State Duty Officer, (800)422-0798 / (651)649-5451
- ☐ Ensure **Safety Officer** has notified OSHA of death or inpatient hospitalization, if necessary
- ☐ If security will be compromised beyond 5:00PM, initiate security planning by **Safety Officer** and **Operations Officer**
- ☐ Ensure **Public Information Officer** communicates status to **ALL MPCA STAFF** and **Governor's Office Communications Officer** using available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **Operations Officer**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known
- ☐ Ensure **Operations Officer** maintains liaison with **MERITEX, BWSR, MNIT @ PCA, and DNR.**

Points of Contact

DNR Commissioner's Office: 651-259-5025

DNR Safety Director: 651-259-5471

External Emergency Services: Landline: 9-911; Cell: 911

Governor's Office Communications Officer: 651-201-3400

GSSC Security Guards: 612-702-9943 / 612-702-7166

GSSC Security Supervisor: 612-702-7166

MERITEX: 651-248-3934 / 651-248-3937

Minnesota Office of Management and Budget: 651-336-8297 / 651-259-3740

Minnesota Office of Pipeline Safety: 651-201-7230

Minnesota State Duty Officer: 800-422-0798 / 651-649-5451

Xcel Energy (Electrical Outage): 800-895-1999

Xcel Energy (Gas Emergency): 800-895-2999

Emergency Coordinator Utility Disruption Job Action Sheet

Scope: This Job Action Sheet is intended to guide Emergency Coordinator activities during utility disruptions. These are emergencies that may require evacuation, sheltering, or no further action based on the nature and severity of the emergency. Utility disruptions are limited to the following: Natural gas service, water service, and electrical service.

Immediate Response Actions (<5 minutes)

- ☐ Ensure appropriate notifications / alerts have been made
 ☐ Public Address System ☐ Send Word Now ☐ DNR

(NOTE: PIO will use PA system; EC will use Send Word Now; Human Resources Officer will notify DNR leadership, Operations Officer will notify DNR Facility Manager)

- ☐ Radio
- Electricity Disruption: Radio "ON"
 - All Others: Radio Not Applicable

- ☐ Initiate Emergency Management Team
- Assemble EMT in the Facility Operations Office (FOO)

Ongoing Actions (5 – 60 minutes)

All Disruptions

Remain aware of estimated service restoration timeline (**Operations Officer**)

Water Service Disruption

Yes / No – Is DNR also affected? (**Liaison Officer**)

If "Yes", recommend shutdown – Follow "Office Closure" guidance below.

Yes / No – Is DNR not affected AND able to accommodate MPCA employees? (**Liaison Officer**)

If "No", recommend shutdown – Follow "Office Closure" guidance below.

Yes / No – Is service disruption known or anticipated to exceed 60 minutes? (**Operations Officer**)

If "Yes", recommend shutdown – Follow "Office Closure" guidance below.

Yes / No – Is the fire suppression system disrupted? (**Operations Officer**)

If "Yes", recommend shutdown – Follow "Office Closure" guidance below.

Natural Gas Disruption

Yes / No – Is natural gas leaking? (**Operations Officer/Safety Officer**)

If "Yes", initiate "Facility Evacuation" JAS.

Yes / No – Is indoor air temperature below 60°F? (Operations Officer)

If “Yes”, recommend shutdown – Follow “Office Closure” guidance below.

Yes / No – Is hot water disrupted? (Operations Officer)

If “Yes”, follow “Water Service Disruption” guidance above.

Yes / No – Is service disruption known or anticipated to exceed 60 minutes? (Operations Officer)

If “Yes”, recommend shutdown – Follow “Office Closure” guidance below.

Electrical Service Disruption

NOTE: 1) Elevators will stop in-place when electrical service is disrupted.

2) Doors will lock around *Event +30* minutes; staff badges will cease to permit entry.

3) Backup power to the fire alarm panel will be lost at *Event +90 minutes*.

Yes / No – Is outage known or anticipated to exceed 30 minutes? (Operations Officer)

If “Yes”, direct all staff shelter-in-place on 1st Floor.

Yes / No – Is service disruption known or anticipated to exceed 90 minutes? (Operations Officer)

If “Yes”, recommend shutdown – Follow “Office Closure” guidance below.

Yes / No – Is indoor air temperature below 60°F and falling? (Operations Officer)

If “Yes”, recommend shutdown – Follow “Office Closure” guidance below.

Yes / No – Is indoor air temperature above 90°F and rising? (Operations Officer)

If “Yes”, recommend shutdown – Follow “Office Closure” guidance below.

Yes / No – Are persons entrapped in elevators? (Operations Officer)

If “Yes”, notify first responders (9-911).

Office Closure

Initiate office closure when any of the following conditions are met:

As Instructed	Discuss Initiation	MOU/Shutdown
"EVACUATION" order is given by Law Enforcement	Immediate	
"Severe Weather Emergency" is declared	Immediate – Do not force persons to vacate during severe weather	

Facility Conditions	Discuss Initiation	MOU/Shutdown
Water unavailable to employees; Hot AND Cold	Immediate	
Fire suppression system disrupted	Immediate	
Indoor air temperature <60°F OR >90°F	Immediate	

Duration – Facility-wide Emergencies	Discuss Initiation	MOU/Shutdown
Known or expected duration beyond 5:00PM	As soon as practical	
Emergency initiated prior to 8:00AM	Immediate	
Actual duration >60 minutes	Event +60 minutes	

WARNING: DO NOT PROCEED WITH STEPS LISTED BELOW DURING IMMINENT DANGER
PROCEED WITH IMMEDIATE CLOSURE – REVIEW AFTER THREAT IS ELIMINATED.

- ☐ Ensure **Deputy Commissioner** has been notified of intent to close
- ☐ Ensure **Human Resources Officer** has notified MMB of the emergency
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
- ☐ Ensure **Human Resources Officer** has completed and sent the following
 - ☐ State Agency Emergency Event Questionnaire
 - ☐ State Agency Emergency Paid Leave Request Form
 During Business Hours
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
 Non-Business Hours
 State Duty Officer, (800)422-0798 / (651)649-5451
- ☐ Ensure **Safety Officer** has notified OSHA of death or inpatient hospitalization, if necessary
- ☐ If security will be compromised beyond 5:00PM, initiate security planning by **Safety Officer** and **Operations Officer**
- ☐ Ensure **Public Information Officer** communicates status to **ALL MPCA STAFF** and **Governor's Office Communications Officer** using available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **Operations Officer**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known

- ☐ Ensure **Operations Officer** maintains liaison with **MERITEX, BWSR, MNIT @ PCA, and DNR.**

Points of Contact

DNR Commissioner's Office: 651-259-5025

DNR Safety Director: 651-259-5471

External Emergency Services: Landline: 9-911; Cell: 911

Governor's Office Communications Officer: 651-201-3400

GSSC Security Guards: 612-702-9943 / 612-702-7166

GSSC Security Supervisor: 612-702-7166

MERITEX: 651-248-3934 / 651-248-3937

Minnesota Office of Management and Budget: 651-336-8297 / 651-259-3740

Minnesota Office of Pipeline Safety: 651-201-7230

Minnesota State Duty Officer: 800-422-0798 / 651-649-5451

Xcel Energy (Electrical Outage): 800-895-1999

Xcel Energy (Gas Emergency): 800-895-2999

Deputy Emergency Coordinator Facility Evacuation Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Assistant Emergency Coordinator activities during a facility evacuation emergency. Examples include, but are not limited to: Fire, Major Spill, Natural Gas Leak, or other incidents affecting the structural integrity of the facility.

Immediate Response Actions (0 – 5 minutes)

- ☐ Retrieve bug-out bag, don vest, radio “ON”
- ☐ Immediately proceed to Command Post (**East-side of North Parking Lot; grassy area adjacent to reserved parking space #79**)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**

Ongoing Actions (5 – 60 minutes)

- ☐ Prevent unnecessary personnel from approaching the facility
(**WARNING:** EMT Members are NOT necessary personnel)
- ☐ Undertake all actions delegated by the Emergency Coordinator
- ☐ Support office closure decision-making with EMT
- ☐ When notified of “ALL CLEAR” by **Safety Officer**, initiate request for Division personnel headcounts from **Division Directors, BWSR Administrative Director, and MN.IT @ PCA CIO Program Manager.**

PERSONNEL UNACCOUNTED FOR

[illegible]

Office Closure

Initiate office closure when any of the following conditions are met:

Ambient Temperature	Discuss MOU/Shutdown Initiation
85°F - 90°F OR 60°F - 65°F	Event +45 minutes
40°F - 60°F OR 90°F - 100°F	Event +30 minutes
<40°F OR >100°F	Event +15 minutes
Ongoing precipitation expected (all temperatures)	Immediate

Facility Conditions	Discuss MOU/Shutdown Initiation
Fire suppression system activated	Immediate
Halon system activated (Server Rm)	Immediate
Structural integrity compromised	Immediate

Evacuation Duration	Discuss MOU/Shutdown Initiation
Known or expected duration beyond 5:00PM	Immediate
Emergency initiated before 8:00AM	Immediate
Actual duration >60 minutes	Event +60 minutes

- ☐ Ensure **Deputy Commissioner** has been notified of intent to close
- ☐ Ensure **Human Resources Officer** has notified MMB of the emergency
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
- ☐ Ensure **Human Resources Officer** has completed and sent the following
 - ☐ State Agency Emergency Event Questionnaire
 - ☐ State Agency Emergency Paid Leave Request FormDuring Business Hours
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
Non-Business Hours
 State Duty Officer, (800)422-0798 / (651)649-5451
- ☐ Ensure **Safety Officer** has notified OSHA of death or inpatient hospitalization, if necessary
- ☐ If security will be compromised beyond 5:00PM, initiate security planning by **Safety Officer** and **Operations Officer**
- ☐ Ensure **Public Information Officer** communicates status to **ALL MPCA STAFF** and **Governor's Office Communications Officer** using available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **Operations Officer**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known
- ☐ Ensure **Operations Officer** maintains liaison with **MERITEX, BWSR, MNIT @ PCA, and DNR.**

Points of Contact

DNR Commissioner's Office: 651-259-5025

DNR Safety Director: 651-259-5471

External Emergency Services: Landline: 9-911; Cell: 911

Governor's Office Communications Officer: 651-201-3400

GSSC Security Guards: 612-702-9943 / 612-702-7166

GSSC Security Supervisor: 612-702-7166

MERITEX: 651-248-3934 / 651-248-3937

Minnesota Office of Management and Budget: 651-336-8297 / 651-259-3740

Minnesota Office of Pipeline Safety: 651-201-7230

Minnesota State Duty Officer: 800-422-0798 / 651-649-5451

Xcel Energy (Electrical Outage): 800-895-1999

Xcel Energy (Gas Emergency): 800-895-2999

Deputy Emergency Coordinator Shelter-In-Place Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Deputy Emergency Coordinator activities during a shelter-in-place emergency. Examples include, but are not limited to: Severe Weather, Bomb Threat, Threat of Violence/Active Shooter, and Minor Spills.

Immediate Response Actions (<5 minutes)

- ☐ Bug out bag
 - Active Shooter: DO NOT ATTEMPT TO RETRIEVE
 - Severe Weather/Other: Retrieve bug out bag
- ☐ Radio
 - Bomb Threat/Active Shooter: DO NOT TURN RADIOS “ON”
 - Severe Weather/Other: Radio “ON”
- ☐ Proceed to Command Post, if possible
 - Active Shooter: DO NOT PROCEED
 - Severe Weather/Other: Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**

Ongoing Actions (5 – 60 minutes)

- ☐ Remain aware of weather conditions.
- ☐ Undertake all actions delegated by the Emergency Coordinator
- ☐ Support office closure decision-making with EMT
- ☐ Serve as liaison between the EMT and Division Directors

Office Closure

Initiate office closure when any of the following conditions are met:

As Instructed	Discuss Initiation	MOU/Shutdown
"EVACUATION" order is given by Law Enforcement	Immediate	
"Severe Weather Emergency" is declared by State of MN	Immediate – Do not force persons to vacate during severe weather	

Facility Conditions	Discuss Initiation	MOU/Shutdown
Known or suspected integrity compromise	Immediate	

Duration – Facility-wide Emergencies	Discuss Initiation	MOU/Shutdown
Known or expected duration beyond 5:00PM	As soon as practical	
Emergency initiated prior to 8:00AM	Immediate	
Actual duration >60 minutes	Event +60 minutes	

WARNING: DO NOT PROCEED WITH STEPS LISTED BELOW DURING IMMINENT DANGER
PROCEED WITH IMMEDIATE CLOSURE – REVIEW AFTER THREAT IS ELIMINATED.

- ☐ Ensure **Deputy Commissioner** has been notified of intent to close
- ☐ Ensure **Human Resources Officer** has notified MMB of the emergency
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
- ☐ Ensure **Human Resources Officer** has completed and sent the following
 - ☐ State Agency Emergency Event Questionnaire
 - ☐ State Agency Emergency Paid Leave Request Form

During Business Hours
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755

Non-Business Hours
 State Duty Officer, (800)422-0798 / (651)649-5451
- ☐ Ensure **Safety Officer** has notified OSHA of death or inpatient hospitalization, if necessary
- ☐ If security will be compromised beyond 5:00PM, initiate security planning by **Safety Officer** and **Operations Officer**
- ☐ Ensure **Public Information Officer** communicates status to **ALL MPCA STAFF** and **Governor's Office Communications Officer** using available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **Operations Officer**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known
- ☐ Ensure **Operations Officer** maintains liaison with **MERITEX, BWSR, MNIT @ PCA, and DNR.**

Points of Contact

DNR Commissioner's Office: 651-259-5025

DNR Safety Director: 651-259-5471

External Emergency Services: Landline: 9-911; Cell: 911

Governor's Office Communications Officer: 651-201-3400

GSSC Security Guards: 612-702-9943 / 612-702-7166

GSSC Security Supervisor: 612-702-7166

MERITEX: 651-248-3934 / 651-248-3937

Minnesota Office of Management and Budget: 651-336-8297 / 651-259-3740

Minnesota Office of Pipeline Safety: 651-201-7230

Minnesota State Duty Officer: 800-422-0798 / 651-649-5451

Xcel Energy (Electrical Outage): 800-895-1999

Xcel Energy (Gas Emergency): 800-895-2999

Deputy Emergency Coordinator Utility Disruption Job Action Sheet

Scope: This Job Action Sheet is intended to guide Emergency Coordinator activities during utility disruptions. These are emergencies that may require evacuation, sheltering, or no further action based on the nature and severity of the emergency. Utility disruptions are limited to the following: Natural gas service, water service, and electrical service.

Immediate Response Actions (<5 minutes)

- ☐ Retrieve bug out bag
- ☐ Radio
 - Electricity Disruption: Radio “ON”
 - All Others: Radio Not Applicable
- ☐ Immediately proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the Emergency Coordinator
- ☐ Support office closure decision-making with EMT
- ☐ Serve as liaison between the EMT and Division Directors

Office Closure

Initiate office closure when any of the following conditions are met:

As Instructed	Discuss Initiation	MOU/Shutdown
"EVACUATION" order is given by Law Enforcement	Immediate	
"Severe Weather Emergency" is declared	Immediate – Do not force persons to vacate during severe weather	

Facility Conditions	Discuss Initiation	MOU/Shutdown
Water unavailable to employees; Hot AND Cold	Immediate	
Fire suppression system disrupted	Immediate	
Indoor air temperature <60°F OR >90°F	Immediate	

Duration – Facility-wide Emergencies	Discuss Initiation	MOU/Shutdown
Known or expected duration beyond 5:00PM	As soon as practical	
Emergency initiated prior to 8:00AM	Immediate	
Actual duration >60 minutes	Event +60 minutes	

WARNING: DO NOT PROCEED WITH STEPS LISTED BELOW DURING IMMINENT DANGER
PROCEED WITH IMMEDIATE CLOSURE – REVIEW AFTER THREAT IS ELIMINATED.

- ☐ Ensure **Deputy Commissioner** has been notified of intent to close
- ☐ Ensure **Human Resources Officer** has notified MMB of the emergency
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
- ☐ Ensure **Human Resources Officer** has completed and sent the following
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 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
 Non-Business Hours
 State Duty Officer, (800)422-0798 / (651)649-5451
- ☐ Ensure **Safety Officer** has notified OSHA of death or inpatient hospitalization, if necessary
- ☐ If security will be compromised beyond 5:00PM, initiate security planning by **Safety Officer** and **Operations Officer**
- ☐ Ensure **Public Information Officer** communicates status to **ALL MPCA STAFF** and **Governor's Office Communications Officer** using available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **Operations Officer**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known

- ☐ Ensure **Operations Officer** maintains liaison with **MERITEX, BWSR, MNIT @ PCA, and DNR.**

Points of Contact

DNR Commissioner's Office: 651-259-5025

DNR Safety Director: 651-259-5471

External Emergency Services: Landline: 9-911; Cell: 911

Governor's Office Communications Officer: 651-201-3400

GSSC Security Guards: 612-702-9943 / 612-702-7166

GSSC Security Supervisor: 612-702-7166

MERITEX: 651-248-3934 / 651-248-3937

Minnesota Office of Management and Budget: 651-336-8297 / 651-259-3740

Minnesota Office of Pipeline Safety: 651-201-7230

Minnesota State Duty Officer: 800-422-0798 / 651-649-5451

Xcel Energy (Electrical Outage): 800-895-1999

Xcel Energy (Gas Emergency): 800-895-2999

Public Information Officer Facility Evacuation Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Public Information Officer activities during a facility evacuation emergency. Examples include, but are not limited to: Fire, Major Spill, Natural Gas Leak, or other incidents affecting the structural integrity of the facility.

Immediate Response Actions (0 – 5 minutes)

- ☐ Immediately proceed to Command Post (**East-side of North Parking Lot; grassy area adjacent to reserved parking space #79**)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the Emergency Coordinator
- ☐ Communicate status to **ALL MPCA STAFF** using all available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **MERITEX**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known
- ☐ Review and support Agency response to all information requests from the media or members of the public, as necessary.

Public Information Officer Shelter-In-Place Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Public Information Officer activities during a shelter-in-place emergency. Examples include, but are not limited to: Severe Weather, Bomb Threat, Threat of Violence/Active Shooter, and Minor Spills.

Immediate Response Actions (<5 minutes)

- ☐ Proceed to Command Post, if possible
 - Active Shooter: DO NOT PROCEED
 - Severe Weather/Other: Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**
- ☐ Utilize facility PA System to announce emergency situation and actions to be taken according to respective script

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the Emergency Coordinator
- ☐ Communicate status to **ALL MPCA STAFF** using all available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **MERITEX**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known
- ☐ Review and support Agency response to all information requests from the media or members of the public, as necessary.

Office Closure

- ☐ Collect information from Emergency Coordinator and announce using PA system.
- ☐ Communicate status to **ALL MPCA STAFF** using all available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **MERITEX**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known

Public Information Officer Utility Disruption Job Action Sheet

Scope: This Job Action Sheet is intended to guide Public Information Officer activities during utility disruptions. These are emergencies that may require evacuation, sheltering, or no further action based on the nature and severity of the emergency. Utility disruptions are limited to the following: Natural gas service, water service, and electrical service.

Immediate Response Actions (<5 minutes)

- ☐ Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**
- ☐ Utilize facility PA System to announce emergency situation and actions to be taken according to respective script

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the Emergency Coordinator
- ☐ Communicate status to **ALL MPCA STAFF** using all available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **MERITEX**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known
- ☐ Review and support Agency response to all information requests from the media or members of the public, as necessary.

Office Closure

- ☐ Collect information from Emergency Coordinator and announce using PA system.
- ☐ Communicate status to **ALL MPCA STAFF** using all available means of communication. As a minimum, the following information will be communicated:
 - ☐ Nature and severity of emergency
 - ☐ Facility status (provided by **Emergency Responders** or **MERITEX**)
 - ☐ Status of Information Technology Systems (provided by **IT Officer**)
 - ☐ Alternative work options and leave request process (provided by **HR Officer**)
 - ☐ Anticipated return to normal operations timeline, if known

Safety Officer
Facility Evacuation Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Safety Officer activities during a facility evacuation emergency. Examples include, but are not limited to: Fire, Major Spill, Natural Gas Leak, or other incidents affecting the structural integrity of the facility.

Immediate Response Actions (0 – 5 minutes)

- ☐ Radio “ON”
- ☐ Ensure emergency alarm is initiated; if not, activate nearest pull-box
- ☐ Immediately proceed to Command Post (**East-side of North Parking Lot; grassy area adjacent to reserved parking space #79**)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**
- ☐ Monitor radio traffic (**Floor Wardens**)

Ongoing Actions (5 – 60 minutes)

- ☐ Prevent unnecessary personnel from approaching the facility
*(**WARNING:** EMT Members are NOT necessary personnel)*
- ☐ Undertake all actions delegated by the **Emergency Coordinator**
- ☐ Receive floor-by-floor evacuation status (**Floor Wardens**)

PERSONS IN STAIRWELLS

Name	Location

FLOORS CLEARED

- ☐ 1ST ☐ 2ND ☐ 3RD ☐ 4TH ☐ 5TH ☐ 6TH

- ☐ Notify **Emergency Coordinator** of floor status
- ☐ Notify OSHA of death or inpatient hospitalization, if necessary
 MNOSHA: 651-284-5050 (8:00a – 4:30p)
 Federal OSHA: 800-321-6742 (After-Hours)

Office Closure

- ☐ Advise **EC** on shutdown protocol
- ☐ Initiate security planning with **Emergency Coordinator** and **Operations Officer**

Safety Officer Shelter-In-Place Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Safety Officer activities during a shelter-in-place emergency. Examples include, but are not limited to: Severe Weather, Bomb Threat, Threat of Violence/Active Shooter, and Minor Spills.

Immediate Response Actions (<5 minutes)

- ☐ Radio
 - Bomb Threat/Active Shooter: DO NOT TURN RADIOS “ON”
 - Severe Weather/Other: Radio “ON”
- ☐ Proceed to Command Post, if possible
 - Active Shooter: DO NOT PROCEED
 - Severe Weather/Other: Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**

Ongoing Actions (5 – 60 minutes)

All Emergencies

- ☐ Undertake all actions delegated by the **Emergency Coordinator**

Severe Weather

- ☐ Monitor ongoing weather developments (**Internet or National Weather Service**)
- ☐ Advise EC on decisions to release employees
(**NOTE:** Employees will not be forced to depart the facility during weather emergencies)

Minor Spills

- ☐ Determine severity of spill
- ☐ **Initiate Evacuation:** In the event a minor spill becomes “MAJOR”

Office Closure

- ☐ Advise **EC** on shutdown protocol
- ☐ Initiate security planning with **Emergency Coordinator** and **Operations Officer**

Safety Officer Utility Disruption Job Action Sheet

Scope: This Job Action Sheet is intended to guide Safety Officer activities during utility disruptions. These are emergencies that may require evacuation, sheltering, or no further action based on the nature and severity of the emergency. Utility disruptions are limited to the following: Natural gas service, water service, and electrical service.

Immediate Response Actions (<5 minutes)

- ☐ Radio
 - Electricity Disruption: Radio “ON”
 - All Others: Radio Not Applicable
- ☐ Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the **Emergency Coordinator**

Electrical Service Disruption

- ☐ If relocation to 1st Floor is directed by **EC**, initiate **Warden/Monitor** action
- ☐ Perform walk-through inspection of 1st Floor shelter locations
- ☐ Request elevator entrapment check (**Wardens**)

Persons in Stairwells/Elevators

Name	Location

Floors Cleared

- ☐ 1ST
☐ 2ND
☐ 3RD
☐ 4TH
☐ 5TH
☐ 6TH

Office Closure

- ☐ Advise **EC** on shutdown protocol
- ☐ Initiate security planning with **Emergency Coordinator** and **Operations Officer**

Operations Officer Facility Evacuation Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Operations Officer activities during a facility evacuation emergency. Examples include, but are not limited to: Fire, Major Spill, Natural Gas Leak, or other incidents affecting the structural integrity of the facility.

Immediate Response Actions (0 – 5 minutes)

- ☐ Immediately proceed to Command Post (**East-side of North Parking Lot; grassy area adjacent to reserved parking space #79**)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**
- ☐ Notify DNR facility manager of situation.

Ongoing Actions (5 – 60 minutes)

- ☐ Contact Meritex for facility status
 - Fire**
 - *Is facility integrity compromised?*
 - *Are any utilities impaired?*
 - *Was the fire suppression system initiated?*
 - Natural Gas Leak**
 - *Is Natural Gas Service impaired?*
 - *Is Meritex able to safely shutdown the HVAC system?*
 - Major Spill**
 - *Is the spill isolated to a single room or floor?*
 - *Is Meritex able to safely shutdown the HVAC system?*
- ☐ Notify **Emergency Coordinator** of information received from **Meritex**
- ☐ Undertake all actions delegated by the **Emergency Coordinator**
- ☐ Maintain communication with GSSC Security guards

Office Closure

- ☐ Initiate security planning with **Emergency Coordinator** and **Safety Officer**
- ☐ Maintain communication with **Meritex** and remain apprised of facility status.

Contact Information

Meritex Staff: 651-248-3934
 651-248-3937
 Security: 612-702-9943
 DNR Fac Mgr: 651-259-5647
 507-766-9042

Operations Officer Shelter-In-Place Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Facility Officer activities during a shelter-in-place emergency. Examples include, but are not limited to: Severe Weather, Bomb Threat, Threat of Violence/Active Shooter, and Minor Spills.

Immediate Response Actions (<5 minutes)

- ☐ Proceed to Command Post, if possible
 - Active Shooter: DO NOT PROCEED
 - Severe Weather/Other: Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**
- ☐ Notify DNR facility manager of situation.

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the Emergency Coordinator

Office Closure

- ☐ Initiate security planning with **Emergency Coordinator** and **Safety Officer**
- ☐ Maintain communication with **Meritex** and remain apprised of facility status.

Contact Information

Meritex Staff: 651-248-3934
 651-248-3937
 Security: 612-702-9943
 DNR Fac Mgr: 651-259-5647
 507-766-9042

Operations Officer Utility Disruption Job Action Sheet

Scope: This Job Action Sheet is intended to guide Operations Officer activities during utility disruptions. These are emergencies that may require evacuation, sheltering, or no further action based on the nature and severity of the emergency. Utility disruptions are limited to the following: Natural gas service, water service, and electrical service.

Immediate Response Actions (<5 minutes)

- ☐ Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**
- ☐ Notify DNR Facility Manager of situation.

Ongoing Actions (5 – 60 minutes)

- ☐ Contact **Meritex** for utility status and ETA for service restoration

Natural Gas Disruption

- *Is natural gas leaking?*
- *Is hot water affected?*
- *Is indoor air temperature falling?*

Electricity Disruption

- *Is indoor air temperature falling/climbing?*
- *Are persons entrapped in elevators?*

Water Disruption

- *What is expected duration of disruption?*
- *Is the fire suppression system disrupted?*

- ☐ Notify **Emergency Coordinator** of information received from **Meritex**
- ☐ **Water Service Disruptions:** At the discretion of the Emergency Coordinator, contact DNR and request ALL STAFF access to water and restrooms on the DNR-side of the facility.
- ☐ Undertake all actions delegated by the **Emergency Coordinator**

Office Closure

- ☐ Initiate security planning with **Emergency Coordinator** and **Safety Officer**
- ☐ Maintain communication with **Meritex** and remain apprised of facility status.

Contact Information

Meritex Staff: 651-248-3934
 651-248-3937
 Security: 612-702-9943
 DNR Fac Mgr: 651-259-5647
 507-766-9042

Human Resources Officer

Facility Evacuation Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Human Resources Officer activities during a facility evacuation emergency. Examples include, but are not limited to: Fire, Major Spill, Natural Gas Leak, or other incidents affecting the structural integrity of the facility.

Immediate Response Actions (0 – 5 minutes)

- ☐ Retrieve bug out bag, radio “ON”
- ☐ Retrieve visitor sign-in sheets from Security Desk
- ☐ Immediately proceed to Command Post (**East-side of North Parking Lot; grassy area adjacent to reserved parking space #79**)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**
- ☐ Notify DNR representatives that the MPCA has initiated an emergency evacuation, and provide nature and severity of emergency, if known.

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the **Emergency Coordinator**
- ☐ Provide EMT members with access to facility-wide staff rosters, as needed
- ☐ Facilitate all incoming/outgoing communication with DNR

Office Closure

- ☐ When **EC** directs facility closure, review/advise on information **PIO** will distribute to employees regarding alternative work arrangements and leave requests.
 - ☐ Advise **EC** to consider initiating alternative workspace MOU
 - ☐ Notify **MMB** of the emergency
 - (**Primary**) Cathy.Hockert@state.mn.us, (651)336-8297
 - (**Alternate**) Marcy.Cordes@state.mn.us, (651)259-3755
 - ☐ Completed and send the following
 - ☐ State Agency Emergency Event Questionnaire
 - ☐ State Agency Emergency Paid Leave Request Form
- During Business Hours**
- (**Primary**) Cathy.Hockert@state.mn.us, (651)336-8297
 - (**Alternate**) Marcy.Cordes@state.mn.us, (651)259-3755
- Non-Business Hours**
- State Duty Officer, (800)422-0798 / (651)649-5451
- ☐ Notify DNR representative of MPCA Office shutdown

Contact Information

DNR Safety Director: 651-259-5471
 DNR Commissioner’s Office: 651-259-5025
 BWSR Adm. Director: 651-282-2929
 EQB Executive Director: 651-757-2766
 MNIT Chief Information Officer: 651-757-2550

Human Resources Officer Shelter-In-Place Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Human Resources Officer activities during a shelter-in-place emergency. Examples include, but are not limited to: Severe Weather, Bomb Threat, Threat of Violence/Active Shooter, and Minor Spills.

Immediate Response Actions (<5 minutes)

- ☐ Radio
 - Bomb Threat/Active Shooter: DO NOT TURN RADIOS “ON”
 - Severe Weather/Other: Radio “ON”
- ☐ Proceed to Command Post, if possible
 - Active Shooter: DO NOT PROCEED
 - Severe Weather/Other: Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the Emergency Coordinator
- ☐ Provide EMT members with access to facility-wide staff rosters, as needed
- ☐ Notify DNR representatives that the MPCA has initiated an emergency shelter-in-place, and provide nature and severity of emergency, if known.
- ☐ Facilitate all incoming/outgoing communication with DNR

Office Closure

- ☐ When **EC** directs facility closure, review/advise on information **PIO** will distribute to employees regarding alternative work arrangements and leave requests.
 - ☐ Advise **EC** to consider initiating alternative workspace MOU
 - ☐ Notify **MMB** of the emergency
 - (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 - (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
 - ☐ Completed and send the following
 - ☐ State Agency Emergency Event Questionnaire
 - ☐ State Agency Emergency Paid Leave Request Form
- During Business Hours
 (Primary) Cathy.Hockert@state.mn.us, (651)336-8297
 (Alternate) Marcy.Cordes@state.mn.us, (651)259-3755
- Non-Business Hours
 State Duty Officer, (800)422-0798 / (651)649-5451
- ☐ Notify DNR representative of MPCA Office shutdown

Contact Information

DNR Safety Director: 651-259-5471
 DNR Commissioner’s Office: 651-259-5025
 BWSR Adm. Director: 651-282-2929
 EQB Executive Director: 651-757-2766
 MNIT Chief Information Officer: 651-757-2550

Human Resources Officer Utility Disruption Job Action Sheet

Scope: This Job Action Sheet is intended to guide Human Resources Officer activities during utility disruptions. These are emergencies that may require evacuation, sheltering, or no further action based on the nature and severity of the emergency. Utility disruptions are limited to the following: Natural gas service, water service, and electrical service.

Immediate Response Actions (<5 minutes)

- ☐ Radio
 - Electricity Disruption: Radio “ON”
 - All Others: Radio Not Applicable
- ☐ Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**
- ☐ Notify DNR, MNIT @ PCA, & BWSR representatives that the MPCA is experiencing a utility service disruption, and provide nature and severity of disruption, if known.

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the **Emergency Coordinator**
- ☐ Facilitate all incoming/outgoing communication with DNR
- ☐ Provide EMT members with access to facility-wide staff rosters, as needed

Office Closure

☐ When **EC** directs facility closure, review/advise on information **PIO** will distribute to employees regarding alternative work arrangements and leave requests.

- ☐ Notify DNR representative of MPCA Office shutdown
- ☐ Advise **EC** to consider initiating alternative workspace MOU
- ☐ Notify **MMB** of the emergency

(Primary) Cathy.Hockert@state.mn.us, (651)336-8297

(Alternate) Marcy.Cordes@state.mn.us, (651)259-3755

- ☐ Completed and send the following
 - ☐ State Agency Emergency Event Questionnaire
 - ☐ State Agency Emergency Paid Leave Request Form

During Business Hours

(Primary) Cathy.Hockert@state.mn.us, (651)336-8297

(Alternate) Marcy.Cordes@state.mn.us, (651)259-3755

Non-Business Hours

State Duty Officer, (800)422-0798 / (651)649-5451

Contact Information

DNR Safety Director: 651-259-5471
 DNR Commissioner’s Office: 651-259-5025
 BWSR Adm. Director: 651-282-2929
 EQB Executive Director: 651-757-2766
 MNIT Chief Information Officer: 651-757-2550

Information Technology Officer Facility Evacuation Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Information Technology Officer activities during a facility evacuation emergency. Examples include, but are not limited to: Fire, Major Spill, Natural Gas Leak, or other incidents affecting the structural integrity of the facility.

Immediate Response Actions (0 – 5 minutes)

- ☐ Retrieve emergency laptop and AirCard
- ☐ Immediately proceed to Command Post (**East-side of North Parking Lot; grassy area adjacent to reserved parking space #79**)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the **Emergency Coordinator**
- ☐ Keep **EC** informed of the status of IT Systems @ MPCA.
- ☐ Draft/Send Agency-wide email announcements in coordination with **PIO** and at the discretion of the **EC**

Office Closure

- ☐ When **EC** directs facility closure, review/advise on information **PIO** will distribute to employees regarding IT Systems' status
- ☐ Retain laptop and AirCard in your possession until facility re-opens or alternative work arrangements have been made

Information Technology Officer Shelter-In-Place Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Information Technology Officer activities during a shelter-in-place emergency. Examples include, but are not limited to: Severe Weather, Bomb Threat, Threat of Violence/Active Shooter, and Minor Spills.

Immediate Response Actions (<5 minutes)

- ☐ Laptop & AirCard
 - Bomb Threat/Active Shooter: DO NOT ATTEMPT TO RETRIEVE
 - Severe Weather/Other: Retrieve emergency laptop and AirCard
- ☐ Proceed to Command Post, if possible
 - Active Shooter: DO NOT PROCEED
 - Severe Weather/Other: Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the Emergency Coordinator
- ☐ Keep **EC** informed of the status of IT Systems @ MPCA.
- ☐ Draft/Send Agency-wide email announcements in coordination with **PIO** and at the discretion of the **EC**

Office Closure

- ☐ When **EC** directs facility closure, review/advise on information **PIO** will distribute to employees regarding IT Systems' status
- ☐ Retain laptop and AirCard in your possession until facility re-opens or alternative work arrangements have been made

Information Technology Officer Utility Disruption Job Action Sheet

Scope: This Job Action Sheet is intended to guide Information Technology Officer activities during utility disruptions. These are emergencies that may require evacuation, sheltering, or no further action based on the nature and severity of the emergency. Utility disruptions are limited to the following: Natural gas service, water service, and electrical service.

Immediate Response Actions (<5 minutes)

- ☐ Retrieve emergency laptop and AirCard
- ☐ Proceed to Command Post → Facility Operations Office (FOO)
- ☐ Check-in with reporting official and receive incident briefing → **Emergency Coordinator**

Ongoing Actions (5 – 60 minutes)

- ☐ Undertake all actions delegated by the **Emergency Coordinator**
- ☐ Keep **EC** informed of the status of IT Systems @ MPCA.
- ☐ Draft/Send Agency-wide email announcements in coordination with **PIO** and at the discretion of the **EC**

Office Closure

- ☐ When **EC** directs facility closure, review/advise on information **PIO** will distribute to employees regarding IT Systems' status
- ☐ Retain laptop and AirCard in your possession until facility re-opens or alternative work arrangements have been made

Floor Warden

Facility Evacuation Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Floor Warden activities during a facility evacuation emergency. Examples include, but are not limited to: Fire, Major Spill, Natural Gas Leak, or other incidents affecting the structural integrity of the facility.

WARNING: FLOOR WARDENS WILL NOT CONTINUE ACTIVITIES WHEN THEIR SAFETY IS AT RISK

Immediate Response Actions (0 – 5 minutes)

- ☐ Retrieve bug out bag, don vest, radio “ON”
- ☐ Assemble with **Area Monitors** in elevator lobby
- ☐ Identify missing **Area Monitors**

NOTE: If monitor(s) are missing, adjust plan to ensure sweep of 100% of the floor

- ☐ Initiate floor sweep

Ongoing Actions (5 – 10 minutes)

- ☐ Support persons requiring additional assistance

WARNING: If person requiring assistance cannot safely navigate the emergency stairwell tell them to remain on the landing inside the stairwell until first responders arrive.

- ☐ Return to elevator lobby when sweeping is complete and receive the following information from **Area Monitors**: ALL CLEAR, PERSONS TRAPPED, PERSONS IN STAIRWELLS.
- ☐ Report entire floor status to **Safety Officer**
- ☐ Evacuate to YOUR DIVISION’S rally point and check-in with your supervisor

All Clear

- ☐ If “ALL CLEAR” is announced by the **Emergency Coordinator**, use bullhorns to support notification that it is safe to re-enter the facility

Floor Warden Shelter-In-Place Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Floor Warden activities during a shelter-in-place emergency. Examples include, but are not limited to: Severe Weather, Bomb Threat, Threat of Violence/Active Shooter, and Minor Spills.

**ONLY PERFORM THE FOLLOWING FOR SEVERE WEATHER
ALL OTHER EMERGENCIES, ADHERE TO PUBLIC ADDRESS ANNOUNCEMENTS**

Immediate Response Actions (<5 minutes)

- ☐ Retrieve bug out bag, don vest, radio "ON"

WARNING: DO NOT TURN RADIOS "ON" DURING BOMB THREAT OR ACTIVE SHOOTER

- ☐ Assemble with **Area Monitors** in elevator lobby

- ☐ Identify missing **Area Monitors**

NOTE: If monitor(s) are missing, adjust plan to ensure sweep of 100% of the floor

- ☐ Initiate floor sweep

Ongoing Actions (5 – 60 minutes)

- ☐ Support persons requiring additional assistance to shelter locations

☐ Return to elevator lobby when sweeping is complete and receive the following information from **Area Monitors:** ALL SHELTERED, PERSONS UNWILLING OR UNABLE TO SHELTER

- ☐ Report entire floor status to **Safety Officer**

- ☐ Shelter in nearest interior/windowless room

All Clear

☐ If "ALL CLEAR" is announced over the Public Address System, initiate notification sweep to ensure personnel are aware of "ALL CLEAR" announcement

Floor Warden

Utility Disruption Job Action Sheet

Scope: This Job Action Sheet is intended to guide Floor Warden activities during utility disruptions. These are emergencies that may require evacuation, sheltering, or no further action based on the nature and severity of the emergency. Utility disruptions are limited to the following: Natural gas service, water service, and electrical service.

Immediate Response Actions (<5 minutes)

UPON PUBLIC ADDRESS ANNOUNCEMENT TO “RELOCATE” OR “EVACUATE” PERSONNEL:

- ☐ Retrieve bug out bag, don vest, radio “ON”
- ☐ Assemble with **Area Monitors** in elevator lobby
- ☐ Identify missing **Area Monitors**

NOTE: If monitor(s) are missing, adjust plan to ensure sweep of 100% of the floor

- ☐ Initiate floor sweep

Ongoing Actions (5 – 60 minutes)

- ☐ Support persons requiring additional assistance to relocate/evacuate
- ☐ Return to elevator lobby when sweeping is complete and receive the following information from **Area Monitors**: ALL CLEAR, LIST OF PERSONS UNWILLING OR UNABLE TO RELOCATE/EVACUATE
- ☐ Report entire floor status to **Safety Officer**
- ☐ **If Relocation:** Relocate as directed in PA Announcement
If Evacuation: Evacuate to YOUR DIVISION’S rally point and check-in with your supervisor

All Clear

- ☐ If “ALL CLEAR” is announced by the **Emergency Coordinator**, use bullhorns to support notification that it is safe to re-enter the facility

Area Monitor

Facility Evacuation Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Area Monitor activities during a facility evacuation emergency. Examples include, but are not limited to: Fire, Major Spill, Natural Gas Leak, or other incidents affecting the structural integrity of the facility.

WARNING: AREA MONITORS WILL NOT CONTINUE ACTIVITIES WHEN THEIR SAFETY IS AT RISK

Immediate Response Actions (0 – 5 minutes)

- ☐ Assemble with **Floor Warden** in elevator lobby
- ☐ Initiate floor sweep

Ongoing Actions (5 – 10 minutes)

- ☐ Sweep entire area of responsibility, including restrooms and conference rooms, as applicable
- ☐ Notify all personnel of emergency and immediate evacuation
- ☐ Ensure closure of all doors, including hallway fire doors
- ☐ Support persons requiring additional assistance

WARNING: If person requiring assistance cannot safely navigate the emergency stairwell tell them to remain on the landing inside the stairwell until first responders arrive.

- ☐ Return to elevator lobby when sweeping is complete and inform **Floor Warden** of status: ALL CLEAR, PERSONS TRAPPED, PERSONS IN STAIRWELLS.
- ☐ Evacuate to YOUR DIVISION'S rally point and check-in with your supervisor

Area Monitor Shelter-In-Place Emergency Job Action Sheet

Scope: This Job Action Sheet is intended to guide Area Monitor activities during a shelter-in-place emergency. Examples include, but are not limited to: Severe Weather, Bomb Threat, Threat of Violence/Active Shooter, and Minor Spills.

**ONLY PERFORM THE FOLLOWING FOR SEVERE WEATHER
ALL OTHER EMERGENCIES, ADHERE TO PUBLIC ADDRESS ANNOUNCEMENTS**

Immediate Response Actions (<5 minutes)

- ☐ Assemble with **Floor Warden** in elevator lobby
- ☐ Initiate floor sweep

Ongoing Actions (5 – 60 minutes)

- ☐ Sweep entire area of responsibility, including restrooms and conference rooms, as applicable
- ☐ Notify all personnel of emergency and immediate shelter-in-place in interior/windowless rooms
- ☐ Support persons requiring additional assistance to shelter locations
- ☐ Return to elevator lobby when sweeping is complete and inform **Floor Warden** of status:
ALL SHELTERED, PERSONS UNWILLING OR UNABLE TO SHELTER
- ☐ Shelter in nearest interior/windowless room

All Clear

- ☐ If “ALL CLEAR” is announced over the Public Address System, initiate notification sweep to ensure personnel are aware of “ALL CLEAR” announcement

Area Monitor Utility Disruption Job Action Sheet

Scope: This Job Action Sheet is intended to guide Area Monitor activities during utility disruptions. These are emergencies that may require evacuation, sheltering, or no further action based on the nature and severity of the emergency. Utility disruptions are limited to the following: Natural gas service, water service, and electrical service.

Immediate Response Actions (<5 minutes)

UPON PUBLIC ADDRESS ANNOUNCEMENT TO “RELOCATE” OR “EVACUATE” PERSONNEL:

- ☐ Assemble with **Floor Warden** in elevator lobby
- ☐ Initiate floor sweep

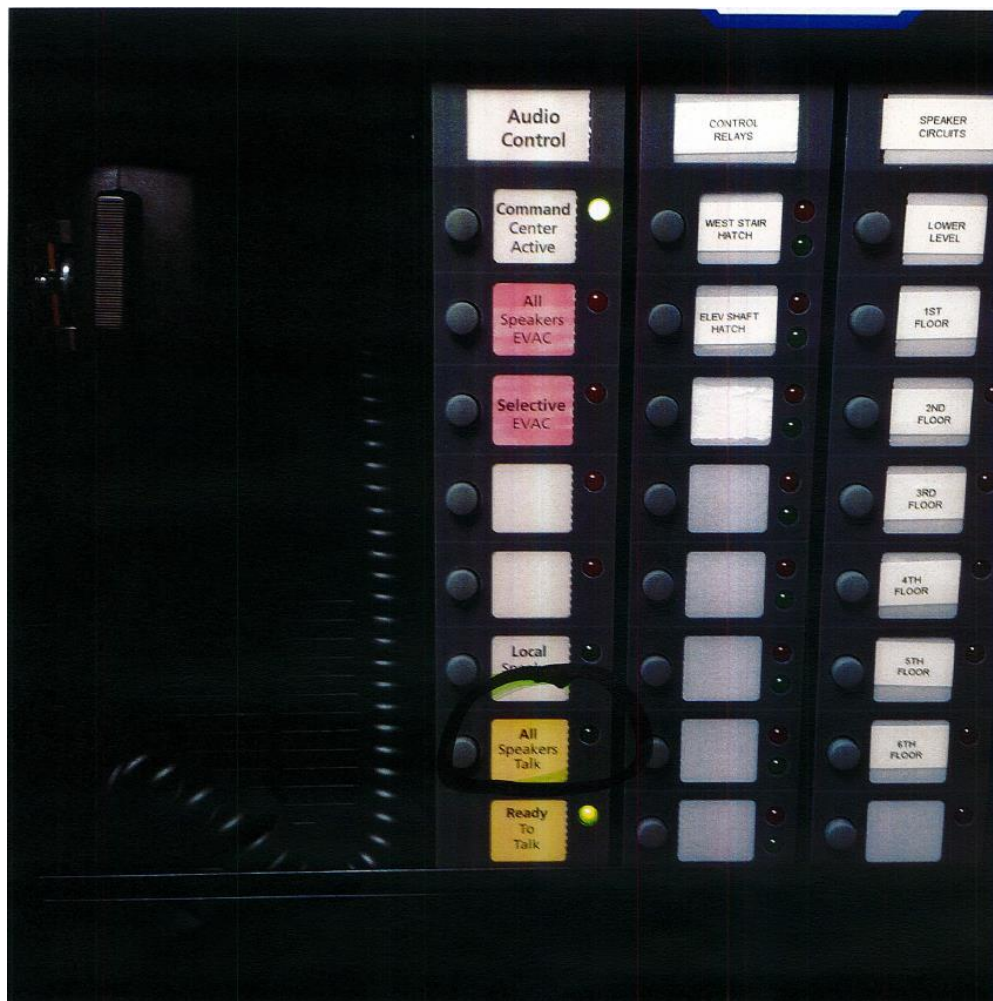
Ongoing Actions (5 – 60 minutes)

- ☐ Support persons requiring additional assistance to relocate/evacuate
- ☐ Notify all personnel of situation and immediate relocation or evacuation
- ☐ Return to elevator lobby when sweeping is complete and inform **Floor Warden** of status: ALL CLEAR, LIST OF PERSONS UNWILLING OR UNABLE TO RELOCATE/EVACUATE
- ☐ **If Relocation:** Relocate as directed in PA Announcement
If Evacuation: Evacuate to YOUR DIVISION’S rally point and check-in with your supervisor

Appendix F: Central Office Public Address System

Procedures

1. To make an announcement with the MIC:
 - TO ALL AREAS:* Press ALL SPEAKERS TALK button or MNS ALL TALK button.
 - TO SPECIFIC AREA:* Press all desired Speaker Select buttons.
 - TO AREA IN ALARM:* Go to Step 2.
2. Remove MIC from holder and press MIC Talk Switch.
 - Tone/message deactivates.
3. Wait for Ready to Talk LED to go on.
4. While speaking approximately 3 inches from the microphone, make announcements. Release MIC switch when done.
 - Message restarts if alarm exists.
5. Deactivate circuits by pressing all activated Speaker Select buttons.



Scripts

Odor/Smoke announcement

When there is a report of strong odors, but no alarm has been given, use the PA to read the following announcement:

Your attention please.

A <strong odor or light smoke> has been detected in <location or area on floor> and is being investigated.

Please remain alert to the possibility of fire and prepare to evacuate the building if the alarm sounds. If you have information about the source of the <odor or smoke> contact <name> immediately at <phone number>. If you detect a fire in your area, activate the fire alarm at the stairway and evacuate the building according to plan.

Tornado Warning/Severe Weather Warning announcement

When the PA announcer hears the county Alert Sirens, the following announcement should be read:

Your attention please.

The National Weather Service has issued a tornado warning for Ramsey County including downtown St. Paul.

Please move immediately to an interior conference room or windowless area.

(Repeat entire message.)

Upon receiving an "All Clear" message, announce:

Your attention please.

The weather emergency has passed. You may return to your work area. If you notice any damage due to the weather emergency, please notify your floor warden.

Thank you for your cooperation.

(Repeat entire message.)

Tornado watch announcement

Your attention please.

For your information, the National Weather Service has issued a tornado watch for Ramsey County, including downtown St. Paul. No action is required at this time. I repeat, no action is required at this time. We will advise you if a tornado warning is issued and if you need to move to an interior conference room on your floor.

I repeat, no action is required at this time.

Bomb threat announcement

Your attention please.

We have received a bomb threat. I repeat, we have received a bomb threat. Please look in your immediate work area for any unusual for unfamiliar objects.

Do not touch any unusual or unfamiliar object. I repeat, do not touch any unusual or unfamiliar object.

Report suspicious objects to <who> at <phone number> immediately. I repeat report any suspicious object to <name> at <phone number> immediately.

Further instructions will be provided as soon as possible.

Utility disruption/power outage announcement Shelter in place

Your attention please.

Facility management is aware of the power outage and has contacted the power company. Please remain calm and stay in your general work area if possible. We will advise you of the power outage status as information becomes available.

(Repeat every 15 minutes.)

Evacuation announcement

Your attention please.

Emergency management has decided to evacuate the building. Please leave the building immediately via the closest stairway. Please remain calm. I repeat, emergency management has decided to evacuate the building.

(Repeat entire message.)

Appendix G: Equipment Inventory

Emergency Coordinator & Deputy Emergency Coordinator

- Radio (Channel 20)
- Bug Out Bag (clipboard, pens/pencils)
- Megaphone
- Vest

Division Directors

- Radio (Channel 20)
- Bug Out Bag (clipboard, pens/pencils, personnel rosters)

Human Resources Officer

- Radio
- Bug Out Bag (clipboard, pens/pencils, all staff rosters)
- Megaphone
- Vest

Public Information Officer

- Radio (Channel 20)

Safety Officer

- Radio (Channel 20)
- Bug Out Bag (clipboard, pens/pencils)

Primary Floor Wardens

- Radio (Channel 20)
- Bug Out Bag (clipboard, pens/pencils)
- Megaphone
- Vest

Appendix H:

External Threat Notification Procedure

The External Threat Notification Procedure is mandatory and will be used when the MPCA, or member(s) of its workforce, receives a threat of a violent or hostile act(s) against a non-MPCA entity. Threats may be perceived or actual, implicit or explicit, and may be received verbally or via Postal Service, email, or fax.

The following steps will be taken when an external threat is received:

ALL STAFF

- Contact **9-1-1** and provide all information associated with the threat.
- Retain any evidence of the threat (voicemails, letters, emails, faxes, etc.).
- Notify the Safety Office as soon as possible, and provide all evidence to the Safety Officer | **(651) 757-2650**.

SAFETY OFFICER

- Review threat for validity
- If valid, notify the following:
 - Emergency Coordinator,
 - Deputy Commissioner, and
 - Minnesota Fusion Center | **(651) 793-3730**
- If the threat contains a specific target(s), notify the nearest Regional Office Manager, provide all evidence and details, and advise notification of local law enforcement officials.

REGIONAL OFFICE MANAGER (nearest the target of the threat)

- Receive and review all information provided by the Safety Officer.
- Notify local law enforcement of the threat and provide any information or evidence, as requested.



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

ATTACHMENT B (6/28/2018)

Building access badge and key request

Doc Type: Security

Type of request

☐ Initial ☐ Additional Access ☐ Replacement

Employee information *(Please read the Tennessean Warning* on the back before completing this form.)*

Print name: _____ Division: _____

Supervisor's name: _____ Section: _____

☐ I give my permission to send photo to HelpDesk for Outlook email (voluntary).

Building access

Office/Building

	Brainerd	Brainerd FOC*	Detroit Lakes	Duluth	Mankato	Marshall	Rochester	Willmar	St Paul	St Paul FOC*
Standard	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Expanded	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Weekends	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Unlimited	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Standard = 6:00 a.m. to 7:00 p.m. Monday-Friday

Expanded = 5:00 a.m. to 10:30 p.m. Monday-Friday *(Requires Assistant Division Director approval)*

Weekends = 7:00 a.m. to 7:00 p.m. Saturday and Sunday *(Requires Assistant Division Director approval)*

Unlimited = 24/7 *(Requires Facilities Manager and Assistant Division Director approval)*

*In order to obtain FOC access, employee must complete location's applicable *FOC User Agreement Form*.

Room access:

Duluth: ☐ 1st Fl storage exp ☐ 1st Fl storage 24/7 ☐ Lab doors exp ☐ Lab doors 24/7
St. Paul: ☐ Air quality Salto ☐ LL Cert/Training Unit storage ☐ LL Canopy ☐ Commissioner door
☐ LL Water Lab *(Requires completion of LL Water Lab Agreement Form)*

MN.IT areas *(Requires Projects & Service Director, Chief Information Security Office, or Applications Development Director approval)*

☐ St Paul server exp ☐ St Paul server 24/7 ☐ 1st Fl storage exp ☐ 1st Fl storage 24/7
☐ Regional server room – specify office(s): _____

(Designated MN.IT approver signature)

(Date mm/dd/yyyy)

Building keys *(Requires Facilities Manager and Regional Manager approval)*

Access to (check one):

Describe specific location(s), door(s), and/or office(s):

- ☐ Brainerd Office
☐ Detroit Lakes Office
☐ Duluth Office
☐ Mankato Office
☐ Marshall Office
☐ Rochester Office
☐ Willmar Office
☐ St. Paul Office

☐ Entire building (St. Paul master key) – *Requires Facilities Manager and Operations Assistant Division Director approval.*

***Tennessen warning for building access:** Pursuant to Minn. Stat. § 13.43, the photograph that you are being asked to have taken for inclusion on your Building Access Card and/or Photo Identification (ID) Card is classified as not public Data on Individuals. This photograph will assist the Minnesota Pollution Control Agency (MPCA) in identifying you as an MPCA employee and in distinguishing you from your coworkers. You are not legally required to have the photograph taken. If you have the photograph taken, the MPCA will be able to use it to identify you on your Building Access Card (which is utilized to provide entry into the building and/or parking gate) and enable you to be in compliance with the MPCA's "Building Access and Visitor Badges" policy. The MPCA will also use it to identify you on a Photo ID Card whose purpose is to identify yourself as an MPCA employee while conducting MPCA business such as inspections or field work. (Not all MPCA jobs require the use of a Photo ID Card.) If you do not have your photograph taken, the MPCA will not be able to identify you as an MPCA employee, you will not be able to be in compliance with the MPCA's "Building Access and Visitor Badges" policy, nor will the MPCA be able to provide you with a Photo ID Card. The photograph will be available to all who view your Building Access and/or Photo ID Card. The digital form of the photograph is available only to those staff within the MPCA whose work assignments reasonably require access, to authorized personnel of the security service vendor and to those otherwise directed by court order or law.

Employee certifies

I have read the Tennessen warning above and agree to the rules listed below. I understand that any violation of these rules may result in immediate revocation of my key(s)/card(s) and possible discipline.

- I will not duplicate any keys issued to me.
- Unless authorized by my supervisor, I will allow no one else to use my key(s)/card(s).
- I will not use my key(s)/card(s) to gain admittance for any person other than myself.
- I will pay a \$5.50 replacement fee for any lost access card.
- I will return all duplicate access cards and/or keys.
- I will return access card and all keys upon termination of my employment.

Employee signature: _____ Date: _____

Approvals

Supervisor:

Signature: _____ Date: _____

Regional Manager:

Signature: _____ Date: _____

Facilities Manager:

Signature: _____ Date: _____

Assistant Division Director:

Signature: _____ Date: _____

Service Center Staff Only

Card/Core number	Key number	Date entered into databases	Date issued to employee	Date returned

Conference Room Scheduling Policy

Scheduling a conference room

When scheduling your conference room, include in the subject box:

- Meeting name / your name / "Post" or "No post"
Use "Post" if you are expecting outside guests and "No post" for an internal meeting
Example: (Strategic Planning/Char/No post)

These simple steps will ensure your meeting is posted correctly and the Post or No Post lets the front desk know whether outside visitors are attending.

Fill out the  [WebEx request form \(i-admin2-53.pdf\)](#) for all video services.

Better meetings depend on you

Before the meeting

- **What's your goal?** Have a specific and defined purpose for the meeting. What are you trying to accomplish?
- **Have an agenda.** Create a list of the topics that will be discussed and/or decisions that need to be made. Email to attendees prior to the meeting so they can prepare.

At the meeting

- **Be on time.** Start and end the meeting on time
- **Technology.** Allow five minutes to set up any technology needs. How-to guides are available in each conference room
- **Stay on topic and stay on time.** Keep discussion on point using the agenda. Manage time to cover all topics. Note off-topic items to discuss at a later time.
- **Make decisions.** Was the purpose of the meeting achieved? Were necessary decisions made and next steps determined?
- **Tables/furniture:** If you move the tables around, return the room back to its original configuration.
- **Divider room doors** (6-1/6-2, Boardroom): Contact one of the staff listed on the sign posted in the room to open or close the divider room doors.

Post meeting

- **Follow up.** After the meeting, email highlights and next steps to attendees, including tasks assigned and deadlines.
- **Turn off lights**
- **Log out and turn off monitor**



Green gatherings

Green meetings

As an environmental stewardship organization, we expect environmental commitment from our staff, vendors, and partnering facilities. You play an important role in ensuring our resources are used wisely. Find policies and tips on hosting [green meetings](#).



ATTACHMENT D (6/27/2018)

AV Equipment Policy

CHECKLIST: *Determine what equipment is needed and how long it is needed.*

- Please allow at least two days advance notice.

Contact any AV Coordinator to reserve the equipment:

- Cell Phone 373-2587
- Duane Gatzke, Chair
- Shane Hanly
- Russell Kinchen
- Lisa Kuehn, Champion

Please contact any of the AV Coordinators for assistance.

- Please allow at least one to two days advance notice if training is needed on the projector/laptop combos. Please contact any AV Coordinator.
 - Please allow 30 minutes when picking up a digital projector. Equipment must be secured at all times and never left unattended.
 - Please provide advance notice to check-out a digital projector/laptop combo – the combos are checked-out by sending a Footprints ticket to the Helpdesk or E-mail the Helpdesk.
 - When checking out equipment for multiple days, please make sure it is in a secure place when not in use. Overnight storage for single digital projectors is available. Contact an AV Coordinator for instructions.
 - AV equipment located in the Board Rooms, Conference Rooms 100, 101, 102, 103, 104, 116, 2-A, 2-B, 2-1, 2-3, 3-1, 3-2, 5-1, 5-2, 5-3 and 6-1, 6-2, 6-3: Prior to using the equipment, training must be given by an AV Coordinator. When reserving one of the conference rooms, please allow time for set up and take down so meetings before and after you are not interrupted or delayed. Contact an AV Coordinator to schedule the time you need them to assist with turning the equipment on or off when your meeting is over.
-

Visitors Policy

All visitors to the MPCA St. Paul office are required to stop at the Security Desk or Information Desk to show photo identification, sign in and/or obtain a visitor badge.

For the St. Paul office, send an email to: guard.520.Lafayette.MPCA@state.mn.us at least **two days** prior to the meeting. Be sure to include the following information in your email:

- Visitor's name(s)
- MPCA contact person
- Meeting date and time
- Meeting room

You may also include "***MPCA_Guard 520 Lafayette**" in the meeting request if it contains all the information the Security Guard will need to make the visitor badge. Even if you expect one visitor, submit the information.

Benefits of requesting a badge in advance

Visitors with pre-made badges will be sent directly to the meeting location. If the visitor is not listed with the guard, he or she will be directed to the Information Desk to contact you. You are responsible for escorting the visitor to the meeting location.

Please be accessible so that the Information Desk can reach you. If the Information Desk is unable to reach you and you have not made prior arrangements with the Security Guard, the Information Desk will contact your administrative staff and the visitor will remain at the Information Desk until further instructions are provided.

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Veterans Affairs (MDVA) and the Minnesota Pollution Control Agency (MPCA).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 25, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

2.1 Background

The purpose of this project is for MPCA to provide assistance to MDVA on revisions to Minnesota Administrative Rule Chapters 9050 and 9055, and to provide support for the development of all rulemaking materials required for the Dual Notice of Intent to Adopt Rules, any associated hearing, and the final Notice of Adoption of Administrative rules.

2.2 MPCA's Duties

- 2.2.1 MPCA will provide staff resources to assist MDVA in the completion of this project. This staff person shall be someone who is able, available, and qualified to perform the tasks assigned by the MDVA General Counsel's Office.

***Tentative** timeline for this project includes (subject to change):*

Submit materials to Governor's Office for review: 8/24/20

Submit materials to Office of Administrative Hearings (OAH) in advance of public notice: 9/11/20

Dual Notice of Intent to Adopt Rules, published in State Register: 9/21/20

The remainder of the timeline will be established in consultation between MPCA and MDVA, based on meeting these initial milestones and whether a hearing is required.

- 2.2.2 Provide expertise in application of the Administrative Procedure Act (APA) and ensure all required processes are followed.
- 2.2.3 Lead the development and revisions of the Statement of Need and Reasonableness (SONAR) for each rule chapter being revised.
- 2.2.4 Ensure all materials required for public notices are developed, complete and meet requirements for submittal; including preparing public notice documents and coordinating with the State Register, OAH, and the Office of the Revisor, as needed.
- 2.2.5 Provide support to MDVA in informing interested parties as to the progress and opportunities for input on these rules.
- 2.2.6 Communicate project status updates, timelines, and any changes to anticipated scheduled to MDVA General Counsel's Office.

2.3 MDVA Duties

- 2.3.1 Provide MPCA staff with direction on specific tasks to be completed and expected timelines.
- 2.3.2 Provide review of final products in coordination with MPCA staff to ensure all documents meet the requirements for public notices.
- 2.3.3 Issue public notice in the State Register of the Notice of Intent to Adopt Rules, any associated hearing(s), and the Notice of Adoption. MDVA is responsible for all costs associated with publication of documents.
- 2.3.4 Provide legal review of documents prior to public notices.
- 2.3.5 Submit final rule package to the Governor's Office, as required.
- 2.3.5 MDVA is responsible for any costs incurred in the review of rulemaking materials, holding hearings, and/or final decision by an Administrative Law Judge. MDVA will contract directly with the Office of Administrative Hearings for these services.

3 Consideration and Payment

- 3.1 MDVA agrees to pay the MPCA for its activities in support of the development and adoption of Minnesota Administrative Rules Chapters 9050 and 9055.
- 3.2 The total obligation of MDVA for all compensation to MPCA under this agreement will not exceed \$50,000.00.
- 3.3 MPCA will invoice MDVA quarterly for staff time spent on this project. Invoices should reference the SWIFT Contract Number and Purchase Order Number, and be sent to: Kristen.Root@state.mn.us.
- 3.4 Should the applicable collective bargaining agreement for Employee be amended and approved by the State to include a cost-of-living-adjustment (COLA), the Parties mutually agree to execute an amendment to the total obligation identified in Clause 3.2 to cover those additional costs.

4 Conditions of Payment

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

5 Authorized Representative

MDVA's Authorized Representative is Kristen Root, General Counsel, 612-548-5956, or their successor.

MPCA's Authorized Representative Anna Hotz, Agency Rules Unit Supervisor/Project Manager, 651-757-2488 or their 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.

APPROVED:

1. MDVA ENCUMBRANCE VERIFICATION

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

Signed: DocuSigned by: Stephanie Wortham
118D5C91EA74408
 Date: 7/29/2020

SWIFT K#: K-181009 PO 3-44669

2. MPCA

By: DocuSigned by: Smith, Katie E
B08E699ADE7411
 (With delegated authority)
 Title: Assistant Division Director
 Date: 7/29/2020

3. MDVA

By: DocuSigned by: [Signature]
0839C29D185437
 (with delegated authority)
 Title: Commissioner-MDVA
 Date: 7/30/2020

MDVA Routing Cover Sheet

FACILITY: CO

VENDOR/ORG: MPCA

Purpose: rulemaking assistance

STAFF CONTACT/AUTH. REP: Kristen Root

7/25/20

START DATE: 12/31/21

FY: 21-22

AMOUNT: \$ 70,000

SWIFT INFORMATION (IF APPLICABLE):

Cert ID: _____

Cert Approval Date: _____

Contract ID: K-181009

DOCUMENT TYPE:



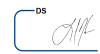
- ☐ P/T Contract
☒ Interagency
☐ Joint Powers
☐ Income Contract
☐ Annual Plan
☐ Master Contract/Work Order
☐ Grant Agreement
☐ Grant Application
☐ Certification (RFP/SS/Other)
☐ Other (MOU/MOA, etc.) _____

Sourcing Type:

- ☒ Contract
☐ Policy
☐ Grant
☐ Tort Claim 1
☒ Amendment # _____

16A/C Violation Form Y ☐ N ☐Insurance Waiver Form Y ☐ N ☐W-9 Form Y ☐ N ☐Retainage Waiver Form Y ☐ N ☐

HIPAA BAA: ☐ Needed
☐ Not Needed
☐ Already Included

Internal Review	INITIAL	DATE
1. Initial Draft by Staff Contact/Authorized Rep.	KR	5/12/2021
2. Preliminary Review – Legal Unit	TS	5/12/2021
3. Legal Review – Attorney Review	KR	5/12/2021
Contract Signature Process		
1. Authorized Rep. Signature (W-9 and/or MDHR Paperwork to Finance, if Required)		
2. Encumbrance Verification and Signature – Finance		5/12/2021
3. Routed to Legal Unit		5/17/2021
4. Agency Approval – Commissioner/Deputy Commissioner/Designee Signature		5/17/2021
Grant Agreement/Application Signature Process		
1. Encumbrance Verification and Signature – Finance		
2. Grantee Signature		
3. Routed to Staff Contact/Authorized Rep.		
4. Finance Director Signature		
5. Deputy Commissioner/Chief of Staff Signature		
6. Agency Approval – Commissioner/Deputy Commissioner/Designee Signature		
Policy Process		
1. Policy Governance		
2. Obtaining Signatures		
3. Published		
Executed		
1. Fully Executed		

Amendment #1 to SWIFT Contract ID 181009

Contract Start Date:	<u>07/25/20</u>	Total Contract Amount:	<u>\$70,000.00</u>
Original Contract Expiration Date:	<u>06/30/21</u>	Original Contract:	<u>\$50,000.00</u>
Current Contract Expiration Date:	<u>06/30/21</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>12/31/21</u>	This Amendment:	<u>\$20,000.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Minnesota Department of Veterans Affairs ("MDVA") and Minnesota Pollution Control Agency ("MPCA").

Recitals

1. The Parties have a contract identified as SWIFT Contract Number 181009 for MPCA to provide rulemaking assistance to MDVA.
2. The MDVA's rulemaking processes for Rules 9050 and 9055 continues and an extension of the expiration date is necessary.
3. The Parties are willing to amend the Interagency Agreement as stated below.

Amendment #1

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

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

- 1.1 **Effective date:** July 25, 2020, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** ~~June 30, 2021~~, December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3.2 is amended as follows:

- 3.2 The total obligation of MDVA for all compensation to MPCA under this agreement will not exceed ~~\$50,000.00~~ \$70,000.00.

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


1. MDVA ENCUMBRANCE VERIFICATION

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

Signed: Stephanie Worham
118D5C81E47408
Date: 5/12/2021

SWIFT Contract No. K-181009

3. MDVA

By: 
DocuSigned by: 0839C29D1085437...
Title: Commissioner-MDVA
Date: 5/17/2021

2. MPCA

By: 
DocuSigned by: BE42C1D9783F431...
Title: Assistant Division Director
Date: 5/17/2021



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

Interagency Grant Agreement

State of Minnesota

Doc Type: Contract/Grant Reference

SWIFT Contract Number: 185097

Purchase Order Number: 3000027584

AI: 94573

Activity ID: PRO20200002

This agreement is between the **Minnesota Pollution Control Agency**, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194 (MPCA), and **Minnesota Department of Veterans Affairs/Veterans Affairs Department**, 20 W 12th Street, St. Paul, Minnesota 55155 (MDVA).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** **November 30, 2020**, or the date the MPCA obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** **June 30, 2023**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MDVA will perform the duties specified in **Attachment A** which is attached and incorporated into this Agreement.

3 Consideration and Payment/Invoice

3.1 Consideration.

The MPCA will pay for all services performed by MDVA under this agreement as follows:

- (a) **Compensation.** MDVA will be paid according to the breakdown of costs contained in Attachment A, which is attached and incorporated into this agreement. MDVA certifies they will provide no less than 25% (twenty-five percent) of the total grant amount as cash match or in-kind services.
- (b) **Total Obligation.** The total obligation of the MPCA for all compensation and reimbursements to MDVA under this Interagency Grant Agreement will not exceed **\$185,814.00 (One Hundred Eighty-five Thousand Eight Hundred Fourteen Dollars and Zero Cents)**.

- 3.2 **Payment/Invoices.** The MPCA will promptly pay MDVA after MDVA presents an itemized invoice for the services actually performed and the MPCA's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: monthly or at least quarterly.

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

- Name of Agency
- MDVA project manager
- Grant amount
- Grant amount available to date
- Invoice number
- Invoice date
- MPCA project manager
- SWIFT Contract No.
- Purchase Order No.
- Invoicing period (actual working period)
- Subcontractor costs; invoices may be requested
- Time and material breakdown of invoice. Amount billed to date for work, including itemization of actual hourly rates
- Receipts for supplies, shipping, lab fees, and any other itemized costs
- Itemized per diem expenses; receipts may be requested to be submitted with invoice
- Matching fund summary
- Other items as requested

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

MDVA shall submit an invoice for the final payment within 15 (fifteen) days of the original or amended end date of this Agreement. The MPCA reserves the right to review submitted invoices after 15 (fifteen) days and make a determination as to payment.

4 Conditions of Payment

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

5 Authorized Representative

The MPCA's Authorized Representative is **Colleen Hetzel**, 520 Lafayette Road N, St. Paul, MN 55155, 651-757-2433, colleen.hetzel@state.mn.us, or successor, and has the responsibility to monitor MDVA's performance and the authority to accept the services provided under this Interagency Grant Agreement. If the services are satisfactory, the MPCA's Authorized Representative will certify acceptance on each invoice submitted for payment.

MDVA's Authorized Representative is **Caroline McFadden**, 20 W 12th Street, St. Paul, MN 55155, 651-201-8259, Caroline.McFadden@state.mn.us. If MDVA's Authorized Representative changes at any time during this Interagency Grant Agreement, MDVA must immediately notify the MPCA.

6 Amendments and Change Order

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

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

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

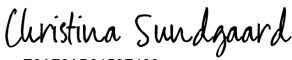

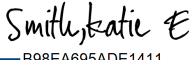
7 Liability

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.

Signatures

Title	Name	Signature	Date
Encumbrance Verification	Christina Sundgaard	<div>DocuSigned by:  E8A76AB9159F409...</div>	November 25, 2020
Commissioner-MDVA	Larry Herke	<div>DocuSigned by:  0839C29D1085437...</div>	November 25, 2020
Assistant Division Director	Smith, Katie E	<div>DocuSigned by:  B98EA695ADE1411...</div>	November 25, 2020

Admin ID

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
MPCA-CWSRF Program Administration FY 2021**

This agreement is between the Minnesota Public Facilities Authority (the “Authority”) and the Minnesota Pollution Control Agency (the “Agency”). Pursuant to Authority Board Resolution 2020-02, hereby incorporated as Exhibit A to this Agreement, and Minnesota Statutes sections 471.59 and 446A.04 subdivision 5, the Authority and the Agency are empowered to enter into this Agreement with one another. The purpose of this Agreement is to support the Clean Water State Revolving Fund (“CWSRF”).

Agreement

1. Term of Agreement

- 1.1 **Effective date:** July 1, 2020 or the date that all required signatures under Minnesota Statutes Section 16C.05, subdivision 2 are obtained, whichever is later.
- 1.2 **Expiration date:** June 30, 2021.

2. Scope of Work

The Agency shall provide technical and administrative services for the Clean Water State Revolving Fund (CWSRF) for FY 2021. In providing these services, the Agency shall:

- A. Prepare and maintain documentation of program expenditures in compliance with prescribed state and federal standards governing the use of the funds.
- B. Provide reports and documentation to the Authority on program activities and expenditures as needed to prepare annual reports and meet information needs of the Minnesota Legislature or the U.S. Environmental Protection Agency (USEPA).
- C. Provide data to the Authority for entry into the USEPA’s CWSRF Benefits Reporting System on the environmental impacts and results of certified projects as needed to comply with the environmental results reporting requirements of USEPA capitalization grant agreements and state reporting requirements.
- D. Maintain compliance with the CWSRF Operating Agreement between the State of Minnesota and the USEPA, and the CWSRF program Interagency Agreement between the Department of Employment and Economic Development, the Agency, and the Authority.
- E. In accordance with the Continuing Disclosure Policy adopted by the Authority on December 12, 2005, immediately notify the Authority Executive Director of any events occurring in the administration of the Program that could be material to the bonds or programs of the Authority, or that could result in the breach of any duties or responsibilities of the Authority or the Agency under any agreements entered into by the Authority, State and Federal law, or regulations applicable to the Authority and its programs.

3. Consideration and Payment

The total obligation of the Authority for all compensation and reimbursements to the Agency under this agreement will not exceed \$1,862,507, to be funded from the CWSRF Fee Account in SWIFT Fund 8200. The Agency’s account to accept and expend these monies must also be in Fund 8200. All revenues of the Authority, including federal grant funds and fee revenues, are statutorily annually appropriated to the Authority pursuant to Minnesota Statutes 446A.04, subdivision 20.

4. Conditions of Payment

The Authority will transfer funds to the Agency after full execution of this agreement. The Authority will have inquiry access to the Agency's SWIFT accounts to monitor fund usage. No review will be performed by the Authority to determine the eligibility of expenses charged by the Agency.

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

5. Authorized Representatives

The Authority's Authorized Representative is Jeff Freeman, Executive Director, 332 Minnesota Street, Suite W820, St. Paul, MN 55101, 651-259-7465, or successor.

The Agency's Authorized Representative is Vickie Blomgren, Financial Operations Manager, Operations Division, 520 Lafayette Road, St. Paul, MN 55155-4194, 651-757-2236, or successor.

6. Amendments

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

7. Liability

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

8. Termination


Either party may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party. In the event of such a cancellation, the Agency shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

9. Other Provisions

- A. The Authority will not be held responsible for the failure of the Department of Management and Budget or USEPA if funds are not released or deposited upon the Authority's request.
- B. This Interagency Agreement does not release the Authority or the Department from their obligations under the program Operating Agreement, including any required corrective action in the event of misuse of funds or use of funds for ineligible purposes.

The remainder of this page is left blank intentionally.

1. PUBLIC FACILITIES AUTHORITY

By 
101E11022DF0470...
Title Executive Director
Date 7/1/2020

2. POLLUTION CONTROL AGENCY:

By 
B98EA695ADE1411...
Title
Date 7/1/2020

3. ENCUMBERED: Individual signing certifies that funds have been encumbered as required by Minnesota Statute 16A.

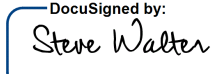
By 
28370C1D43C8448
PO date N/A: SWIFT Anticipated Transfer of
PO ID(s) Appropriation,
Journal ID 0005477644

Exhibit A to Interagency Agreement: MPCA-CWSRF Program Administration FY 2021

MINNESOTA PUBLIC FACILITIES AUTHORITY RESOLUTION NUMBER 2020-02

APPROVING THE AUTHORITY'S FY 2021 BUDGET AND AUTHORIZING PREPARATION AND EXECUTION OF AGREEMENTS AND CONTRACTS FOR EXPENSES RELATED TO THE AUTHORITY'S OPERATIONS AND PROGRAMS

WHEREAS, pursuant to Minnesota Statutes Section 446A.03, Subdivision 5, the Executive Director is responsible for staff of the Authority and for carrying out the Authority's responsibilities to manage and implement the funds and programs of the Authority; and

WHEREAS, Minnesota Statutes Section 446A.03, Subdivision 6 authorizes the Authority to enter into agreements for administrative and professional services, and technical support; and

WHEREAS, Minnesota Statutes Section 446A.04, Subdivision 5 authorizes the Authority to collect fees for costs incurred by the Authority and other agencies and departments and to enter into interagency agreements with appropriate agencies and departments to provide funds for the administration of its programs; and

WHEREAS, pursuant to Minnesota Statutes Section 446A.07, the Pollution Control Agency is responsible for various administrative duties with respect to the Clean Water Revolving Fund and loan fees and other monies may be used to the extent permitted under federal law to pay reasonable costs incurred by the Pollution Control Agency for these activities; and

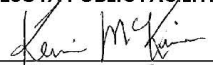
WHEREAS, pursuant to Minnesota Statutes Section 446A.081, the Department of Health is responsible for various administrative duties with respect to the Drinking Water Revolving Fund and loan fees and other monies may be used to the extent permitted under federal law to pay reasonable costs incurred by the Department of Health for these activities.

NOW, THEREFORE BE IT RESOLVED BY THE MINNESOTA PUBLIC FACILITIES AUTHORITY THAT:

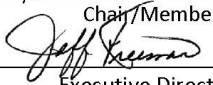
1. The Authority's administrative budget for FY 2021 is hereby approved in the total amount of \$1,775,000, and the Executive Director is authorized to make line item changes during the year as may be necessary within the overall budget limit; and
2. The Executive Director is authorized to prepare and execute on behalf of the Authority interagency agreements for FY 2021 program administration expenses with the Pollution Control Agency in the amount of \$1,862,507 and the Department of Health in the amount of \$672,320; and
3. The Executive Director is authorized to prepare and execute on behalf of the Authority an FY 2021 interagency agreement with the Department of Employment and Economic Development for administrative and technical services to support Authority staff and operations; and
4. The Executive Director is authorized to prepare and execute on behalf of the Authority an FY 2021 interagency agreement with the Housing Finance Agency for professional/technical services provided by Paula Rindels; and
5. The Executive Director is authorized to sign contracts, purchase orders, and other agreements necessary and appropriate to manage and implement the funds and programs of the Authority and maintain compliance with state and federal program requirements, securities and tax laws and regulations.

Adopted the 16th day of June, 2020

MINNESOTA PUBLIC FACILITIES AUTHORITY

By:  _____

Chair/Member

Attest:  _____

Executive Director