



October 15, 2021

Senator Bill Ingebrigtsen, Chair
Senator Patricia Torres Ray, Ranking Minority Member
Environment and Natural Resources Finance Committee

Representative Rick Hansen, Chair
Representative Josh Heintzeman, Republican Lead
Environment and Natural Resources Finance and Policy Committee

Dear Senators and Representatives:

Please find enclosed the Minnesota Department of Natural Resources 2021 Report on Interagency Agreements and Intra-Agency Transfers. This report is submitted as directed by Minnesota Statutes §15.0395.

If you or your staff have any questions, please contact Emily Engel at emily.engel@state.mn.us or 651-259-5548.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Sarah Strommen'.

Sarah Strommen
Commissioner

Cc: Committee Administrators
Legislative Reference Library

2021 Interagency Agreements and Transfers Report

Minnesota Statutes §15.0395
10/15/2021

Introduction

This report outlines our agreements with other agencies and each of the transfers we made during fiscal year 2021.

Please note that Minnesota Statute 15.0395 requires agencies to report on interagency agreements and transfers of more than \$100,000.

The report contains three sections—1) transfers, 2) interagency agreements and 3) copies of the agreements. The first two sections include totals, descriptions of each transfer or agreement, and the legal authority for each transaction.

MS 15.0395 Interagency Agreements and Intra-Agency Transfers

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

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

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

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

Preparing this report cost approximately \$3,858. Costs included 16 staff hours at a cost of \$943 and vendor costs of \$2,915 to make the copies of the agreements accessible.

Department of Natural Resources

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 Approp ID	Transfer Out Approp ID Name	Legal Cite 1 for Transfer Out Approp ID	Transfer Out Amount	Transfer In Agency	Transfer In Fund Name	Transfer In Approp ID	Transfer In Approp ID Name	Legal Cite 1 for Transfer In Approp ID	Transfer In Amount		
1	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903003	Motorboat Unrefd Gas Tax	MS 296A.18 2	9,688,119	Natural Resources	Water Recreation	R290270	PAT Gas Tax WRA	MS 296A.18 2	9,688,119	Unrefunded gas tax for management of boating facilities, lake and river improvement and boat and water safety	MS 296A.18 2
2	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903004	Snowmobile Unrefd Gas Tax	MS 296A.18 3	6,458,746	Natural Resources	Snowmobile	R290271	PAT Gas Tax SNOW	MS 296A.18 3	6,458,746	Unrefunded gas tax for management of snowmobile trails	MS 296A.18 3
3	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903005	ATV Unrefd Gas Tax	MS 296A.18 4	1,743,862	Natural Resources	All-Terrain Vehicle	R290272	PAT Gas Tax ATV	MS 296A.18 4	1,743,862	Unrefunded gas tax for management of ATV trails	MS 084.927
4	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903006	Forest Rd Unrefd Gas Tax	MS 296A.18 7	1,069,555	Natural Resources	Restrict Misc Special Revenue	R293210	FOR State Forest Road Account	MS 89.70	1,069,555	Unrefunded gas tax for management and maintenance of county forest roads	MS 296A.18 7
5	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903007	Off-Road Motorcycle	MS 296A.18 5	297,102	Natural Resources	Off-Highway Motorcycle	R290273	PAT Gas Tax OHM	MS 296A.18 5	297,102	Unrefunded gas tax for management of Off Highway Motorcycle Trails	MS 084.794
6	Tax Aids, Credits and Refunds	Highway Users Tax Distribution	G903008	Off-Road Vehicle	MS 296A.18 6	1,059,234	Natural Resources	Off-Road Vehicle	R290274	PAT Gas Tax ORV	MS 296A.18 6	1,059,234	Unrefunded gas used for the management of Off Road Vehicle trails	MS 084.803
7	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	161,295	Natural Resources	Water Recreation	R297209	ENF Police State Aid WRA	MS 69.031 5E	161,295	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
8	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	110,614	Natural Resources	All-Terrain Vehicle	R297211	ENF Police State Aid ATV	MS 69.031 5E	110,614	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
9	MMB Non-operating	General	G9R0009	PSA DNR Public Safety	MS 69.031 5E	1,119,838	Natural Resources	Game and Fish (Operations)	R297214	ENF Police State Aid G&F	MS 69.031 5E	1,119,838	Police State Aid apportionment to the funds and accounts from which salaries of peace officers are paid	MS 69.031 5E
10	Transportation	General	P075071	SFY21 Civil Unrest Trunk HWY	21 013 00 01B	1,300,000	Natural Resources	General	R297060	ENF Civil Unrest DPS Tsf	21 013 00 001 00B	1,300,000	Per Laws 2021, Chapter 13, transfer funds for public safety	21 013 00 001 00B
11	Public Safety - Transportation	Natural Resource Misc Statutory	P07730P	State Park & Trail Special Plt	MS 168.1296	1,348,343	Natural Resources	Natural Resource Misc Statutory	R294241	PAT License Plates NRMS	MS 85.056	1,348,343	Revenue from DNR Parks and Trails Specialty Plates	MS 84.0261
12	Public Safety - Transportation	Reinvest In Minnesota-Gifts	P07730R	Critical Habitat Matching Acct	MS 168.1296	5,819,369	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	MS 84.943 5	5,819,369	Critical habitat license plate dollars used for acquisition or improvement of land or nongame purposes	MS 89.943 3
13	Natural Resources	General	R290200	Payments In Lieu of Taxes	MS 477A.12	36,089,861	Tax Aids, Credits and Refunds	General	G901015	Pymt in Lieu of Taxes (PILT)	MS 477A.12	36,089,861	Payment in Lieu of Taxes to be made to counties	MS 477A.12
14	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	1,731,297	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	MS 16A.055	1,731,297	Forestry Certification Transfer for Trust Director and Perm School Fund Commission Expenses	MS 16A.125 5(d)(2)
15	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	493,761	Natural Resources	Permanent School	R290240	LAM Permanent School	MS 92.28	493,761	Forestry Certification Transfer to Perm School Fund	MS 92.28
16	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	7,650,594	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	7,650,594	Forestry Certification Transfer to FMIA from Perm School Suspense Account	MS 16A.125 5(d)(1)
17	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	300,000	Natural Resources	Permanent School	R290286	OSTL Base Perm School	191 004 01 003 09C	300,000	Moving funds from the statutory account where revenue is collected to support the direct appropriation within the same fund	191 004 01 003 09C

18	Natural Resources	Permanent School	R290242	FOR St Forest Susp School	MS 16A.125 5	218,000	Natural Resources	Permanent School	R291028	LAM St For Susp Land Sales&Agg	191 004 01 003 02C	218,000	Appropriation from the forest suspense account to secure maximum long term economic return from trust lands	17 093 01 003 02C
19	Natural Resources	Permanent School	R290243	PAT St Forest Susp School	MS 16A.125 5	235,045	Natural Resources	Permanent School	R290240	LAM Permanent School	MS 92.28	235,045	Forestry Certification Transfer to Perm School	MS 92.28
20	Natural Resources	Permanent School	R290244	LAM St Forest Susp School	MS 16A.125 5	1,185,604	Natural Resources	Permanent School	R290240	LAM Permanent School	MS 92.28	1,185,604	Forestry Certification Transfer to Perm School	MS 92.28
21	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	2,896,850	Natural Resources	Permanent School	R290240	LAM Permanent School	MS 92.28	2,896,850	Minerals Management Account 4th quarter balance over \$3M distribution to Permanent School	MS 93.2236
22	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	473,327	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	MS 92.28	473,327	Minerals Management Account 4th quarter balance over \$3M distribution to Permanent University	MS 93.2236
23	Natural Resources	Mineral Management	R290249	LAM Transfer School Univ MMA	MS 93.2236	759,720	Natural Resources	Restrict Misc Special Revenue	R291204	LAM Mining Rent and Royalties	MS 93.22 1C	759,720	Minerals Management Account 4th quarter balance over \$3M distribution to Tax Forfeit	MS 93.2236
24	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	MS 92.28	2,225,995	University Of Minnesota	Miscellaneous Agency	E81600P	U Of M Permanent University	MS 137.022 1	2,225,995	Permanent University Suspense Accounts transferred to the University of Minnesota	MS 92.28
25	Natural Resources	Restrict Misc Special Revenue	R290254	FOR St Forest Susp Univ	MS 16A.125 5	130,312	Natural Resources	Restrict Misc Special Revenue	R290252	LAM Permanent University SR	MS 92.28	130,312	Forestry Certification Transfer to Permanent University	MS 92.28
26	Natural Resources	Restrict Misc Special Revenue	R290280	LAM Consul Conservation Areas	MS 84A.51 2	155,713	MMB Non-operating	General	G9R0017	Misc Revenue From Oth	MS 16A.055	155,713	General Fund's portion of the Consul Conservation (Con-Con) land revenue	MS 84A.51 2
27	Natural Resources	Restrict Misc Special Revenue	R290281	FOR Consul Conservation Areas	MS 84A.51 2	2,317,684	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	2,317,684	Forest Management Investment Account's (FMIA) portion of the Consul Conservation (Con-Con) land revenue	MS 84A.51 2
28	Natural Resources	Game and Fish (Operations)	R290284	FOR FMIA Cost Cert Trf-G&F	MS 89.0385	316,911	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	316,911	Forest Management Cost Certification on Non-Forestry Administered Lands	MS 89.0385
29	Natural Resources	Water Recreation	R2902TF	Transfer Out-Water Rec	MS 84D.15 2	375,000	Natural Resources	Invasive Species	R2903TF	Transfer In-Invasive Species	MS 84D.15 2	375,000	Water Recreation dollars to manage Invasive Species	MS 84D.15
30	Natural Resources	Other Misc Special Revenue	R290571	DR 4069 2012 Flood SR	MS 12.221 4	1,792,947	MMB Debt Service	Debt Service	G9Q0001	Debt Service Clearing Account	MS 16A.641	1,792,947	Moving disaster reimbursements to debt service account.	MS 16A.641 8
31	Natural Resources	Other Misc Special Revenue	R290578	2017 SD 024 Storm R2 SR	MS 12B.10	128,686	Natural Resources	Other Misc Special Revenue	R294242	PAT Paybacks SR	MS 84.0261	128,686	Moving disaster reimbursements to payback accounts	MS 84.0261
32	Natural Resources	General	R291004	LAM Mining & Environ Open	MS 298.17 B1	949,237	Natural Resources	Restrict Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	MS 298.17	949,237	To fund agency staff work on environmental issues and provide regulatory services for ferrous and nonferrous mining operations	MS 298.17 B1
33	Natural Resources	Restrict Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	MS 298.17	100,000	Natural Resources	Restrict Misc Special Revenue	R292287	EWR Occ Tax Env Mining	MS 298.17	100,000	Service Level Agreement from Lands and Minerals Division for Ecological and Waters Resource division work on environmental issues in mining operations.	MS 298.17 B1
34	Natural Resources	Restrict Misc Special Revenue	R291214	LAM Mining Envir & Reg Acct SR	MS 298.17	300,000	Pollution Control	Other Misc Special Revenue	R32H108	DNR-Metallic Mineral Mining IA	MS 116D.045 3	300,000	Assistance from PCA for the provision of environmental regulatory services such as monitoring and permitting for mining operations	MS 298.17 B1
35	Natural Resources	General	R292000	EWR Resource Mgmt GEN	191 004 01 003 003	152,000	Natural Resources	General	R298ZZZ	FY21 Operating Holdback	MS 16A.055	152,000	Per MMB, transfer to a holding account for possible 5% General Fund reduction	MS 16A.055
36	Natural Resources	Water Recreation	R292001	EWR Resource Mgmt WRA	191 004 01 003 003	200,000	MNIT	Special Revenue	G467126	ITA22.026 R29 MPARS PublicSide	MS 16E.21	200,000	Transfer to Odyssey Fund for MPARS Aeration Permits	MS 16E.21

37	Natural Resources	Nongame	R292004	EWR Nongame Wildlife Program	191 004 01 003 03G	985,000	Natural Resources	Reinvest In Minnesota-Gifts	R292259	EWR RIM Crit Hab Gifts ITC	MS 84.943 5	985,000	Match dollars for Critical Habitat Account	MS 84.943 6
38	Natural Resources	General	R292015	EWR Water Res Activities GEN	191 004 01 003 03I	180,000	Natural Resources	General	R298ZZZ	FY21 Operating Holdback	MS 16A.055	180,000	Per MMB, transfer to a holding account for possible 5% General Fund reduction	MS 16A.055
39	Natural Resources	Environment and Natural Resources Trust	R292159	EWR Pnt Pine Forest SNA L16ET	16 086 00 002 09B	422,000	Board of Water and Soil Resources	Environment and Natural Resources Trust	R9PELTO	Lawns to Legumes Transfer	211 006 05 002 20B	422,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 05 002 20B
40	Natural Resources	Outdoor Heritage	R292196	EWR WMA SNA 10 L18OH	18 208 00 002 02A	572,569	Natural Resources	Outdoor Heritage	R296176	FAW WMA SNA10 L18OH	18 208 00 002 02A	572,569	This appropriation is a <i>child</i> in a <i>parent-child</i> account structure. It received funds from the parent account originally. This transfer reflects the child returning unused dollars to the parent.	18 208 00 002 02A
41	Natural Resources	Game and Fish (Operations)	R292206	EWR Lic Srchrg Inv Species	MS 97A.475 7	1,308,990	Natural Resources	Invasive Species	R296230	FAW Lic Surch Invas Spec Trf	MS 84D.15 2	1,308,990	Receipts from non resident fishing licenses to Invasive Species Account	MS 84D.15 2
42	Natural Resources	Outdoor Heritage	R292K08	EWR WMA SNA 10 L19OH	191 002 01 002 02A	491,991	Natural Resources	Outdoor Heritage	R296185	FAW WMA SNA Acq Phs 11 L19 OH	191 002 01 002 02A	491,991	This appropriation is a <i>child</i> in a <i>parent-child</i> account structure. It received funds from the parent account originally. This transfer reflects the child returning unused dollars to the parent.	191 002 01 002 02A
43	Natural Resources	General	R293000	FOR Forest Management	191 004 01 003 004	665,000	Natural Resources	General	R298ZZZ	FY21 Operating Holdback	MS 16A.055	665,000	Per MMB, transfer to a holding account for possible 5% General Fund reduction	MS 16A.055
44	Natural Resources	General	R293046	FOR Next Gen Core For Data GEN	191 004 01 003 04E	1,500,000	MNIT	Special Revenue	G467127	ITA22.027 R29 NextGen Forestry	MS 16E.21	1,500,000	Transfer to Odyssey Fund for NextGen Forestry Management System	MS 16E.21
45	Natural Resources	Special Revenue	R293202	FOR Fed Good Neighbor Agmt	MS 84.026	354,968	Natural Resources	Forest Management Investment	R290282	FOR Forest Mgmt Invest Rev Trf	MS 89.039	354,968	Good Neighbor agreement	MS 84.026
46	Natural Resources	General	R294001	PAT Management GEN	191 004 01 003 005	100,000	MNIT	Special Revenue	G467122	ITA22.022 R29 StatePark Interp	MS 16E.21	100,000	Transfer to Odyssey Fund for State Park Interpretive Program System	MS 16E.21
47	Natural Resources	General	R294001	PAT Management GEN	191 004 01 003 005	150,000	MNIT	Special Revenue	G467123	ITA22.023 R29 StatePark Campgr	MS 16E.21	150,000	Transfer dollars to Odyssey Fund for State Park Campground Host Signups	MS 16E.21
48	Natural Resources	General	R294001	PAT Management GEN	191 004 01 003 005	100,000	MNIT	Special Revenue	G467128	ITA22.028 R29 StatePrkInternet	MS 16E.21	100,000	Transfer dollars to Odyssey Fund for State Park Internet Modernization	MS 16E.21
49	Natural Resources	General	R294001	PAT Management GEN	191 004 01 003 005	200,000	MNIT	Special Revenue	G467129	ITA22.029 R29 StatePark Utilit	MS 16E.21	200,000	Transfer dollars to Odyssey Fund for State Park Utility Data System	MS 16E.21
50	Natural Resources	General	R294001	PAT Management GEN	191 004 01 003 005	600,000	MNIT	Special Revenue	G467130	ITA22.030 R29 Park Reserva POS	MS 16E.21	600,000	Transfer dollars to Odyssey Fund for Park Reservation POS RFP/Implementation	MS 16E.21
51	Natural Resources	General	R294001	PAT Management GEN	191 004 01 003 005	100,000	MNIT	Special Revenue	G467131	ITA22.031 R29 Trail ConditionR	MS 16E.21	100,000	Transfer to Odyssey Fund for Trail Condition and Closure reporting	MS 16E.21
52	Natural Resources	General	R294001	PAT Management GEN	191 004 01 003 005	614,000	Natural Resources	General	R298ZZZ	FY21 Operating Holdback	MS 16A.055	614,000	Per MMB, transfer monies to a holding account for possible 5% General Fund reduction	MS 16A.055
53	Natural Resources	Cross Country Ski	R294209	PAT Cross Country Ski Trails	MS 85.43	117,000	Natural Resources	Cross Country Ski	R294014	PAT State Trail Grooming SKI	191 004 01 003 05G	117,000	Moving funds from the statutory account where fees are collected to support the direct appropriation within the same fund	191 004 01 003 05G
54	Natural Resources	Water Recreation	R296001	FAW Fish Management WRA	191 004 01 003 006	121,960	MNIT	Special Revenue	G467124	ITA22.024 R29 ELS- ElectLicSys	MS 16E.21	121,960	Transfer to Odyssey Fund for Electronic License System (ELS) Project	MS 16E.21
55	Natural Resources	Water Recreation	R296004	FAW Heritage Enhancement	191 004 01 003 06A	537,000	MNIT	Special Revenue	G467132	ITA22.032 R29 WAHMA Applicatio	MS 16E.21	537,000	Transfer to Odyssey Fund for Wildlife and Aquatic Habitat Management Application (WAHMA)	MS 16E.21
56	Natural Resources	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	MS 97A.065 6	100,000	Agriculture	Restrict Misc Special Revenue	B045R08	Venison Donation Program	MS 97A.065 6	100,000	Deer license surcharges and fees to assist with the cost of processing for venison donation programs	MS 97A.065 6

57	Natural Resources	Game and Fish (Operations)	R296225	FAW Lic Surcharge Walk-in Prog	MS 97A.475 3	121,080	Natural Resources	Restrict Misc Special Revenue	R296227	FAW Walk-in Access Program	MS 97A.065 6	121,080	Surcharge collected for walk-in access program	MS 97.065 6
58	Natural Resources	Game and Fish (Operations)	R296226	FAW Lic Surcharge Venison Prog	MS 97A.475 3A	115,256	Natural Resources	Restrict Misc Special Revenue	R296216	FAW Venison Donation Program	MS 97A.065 6	115,256	Deer licenses surcharge and fees to assist with the cost of processing for venison donation programs	MS 97A.065 6
59	Natural Resources	Reinvest In Minnesota-Gifts	R296242	FAW RIM Crit Hab Lic Plate ITC	MS 84.943 5	1,013,000	Natural Resources	Reinvest In Minnesota-Gifts	R292260	EWR RIM Crit Hab Lic Plate ITC	MS 84.943 5	1,013,000	Critical habitat license plate dollars transferred to match the non-game program.	17 093 01 003 03h
60	Natural Resources	General	R297009	ENF Invasive Species GEN	191 004 01 003 07A	168,000	Natural Resources	General	R298ZZZ	FY21 Operating Holdback	MS 16A.055	168,000	Per MMB, transfer to a holding account for possible 5% General Fund reduction	MS 16A.055
61	Natural Resources	Other Misc Special Revenue	R298900	Operations Support Shared Serv	MS 84.025 9	200,000	Natural Resources	Other Misc Special Revenue	R299900	IT Common Services	MS 84.025 9	200,000	Adjustments between two internal billings due to approved IT project management need.	MS 84.025 9
62	Natural Resources	Environment and Natural Resources Trust	R298B09	OMBS Propagat Nat Plnts L15ET	15 076 00 002 08B	100,000	Legislative Coordinating Commission	Environment and Natural Resources Trust	L108EIT	Emerging Issues Transfers	211 006 05 002 20C	100,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 05 002 20C
63	Natural Resources	Environment and Natural Resources Trust	R298C40	OMBS EnrgyEffiencyPilot L17ET	17 096 00 002 07E	174,000	University Of Minnesota	Environment and Natural Resources Trust	E812TUN	Transfer to U of M NRRI	211 006 06 002 19A	174,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 06 002 19A
64	Natural Resources	Environment and Natural Resources Trust	R298D07	OMBS Sbra Muss RNAInterfer18ET	18 214 04 002 06D	500,000	Board of Water and Soil Resources	Environment and Natural Resources Trust	R9PELT0	Lawns to Legumes Transfer	211 006 05 002 20B	500,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 05 002 20B
65	Natural Resources	Environment and Natural Resources Trust	R298D11	OMBS Swedish Im Trl ItStPKET	18 214 04 002 09E	350,000	University Of Minnesota	Environment and Natural Resources Trust	E812TUN	Transfer to U of M NRRI	211 006 06 002 19A	350,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 06 002 19A
66	Natural Resources	Environment and Natural Resources Trust	R298D22	OMBS Camp Sunrise Program L19ET	191 004 02 002 05A	220,000	University Of Minnesota	Environment and Natural Resources Trust	E812TUN	Transfer to U of M NRRI	211 006 06 002 19A	220,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 06 002 19A
67	Natural Resources	Environment and Natural Resources Trust	R298D28	OMBS Sauk Rvr Dam RemovL19ET	191 004 02 002 08C	336,000	University Of Minnesota	Environment and Natural Resources Trust	E819DTC	Diagnostic Test for Chronic	191 004 02 002 03T	336,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 05 002 20A
68	Natural Resources	Environment and Natural Resources Trust	R298D28	OMBS Sauk Rvr Dam RemovL19ET	191 004 02 002 08C	450,000	University Of Minnesota	Environment and Natural Resources Trust	E819NGI	Next Generation Iron	191 004 02 002 03R	450,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 05 002 20A
69	Natural Resources	Environment and Natural Resources Trust	R298D28	OMBS Sauk Rvr Dam RemovL19ET	191 004 02 002 08C	300,000	University Of Minnesota	Environment and Natural Resources Trust	E819WQR	Water Quality Research	191 004 02 002 03R	300,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 05 002 20A
70	Natural Resources	Environment and Natural Resources Trust	R298D28	OMBS Sauk Rvr Dam RemovL19ET	191 004 02 002 08C	482,000	Science Museum	Environment and Natural Resources Trust	E973HAB	Harmful Algal Blooms 2	16 186 00 002 04A	482,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 05 002 20A
71	Natural Resources	Environment and Natural Resources Trust	R298D28	OMBS Sauk Rvr Dam RemovL19ET	191 004 02 002 08C	700,000	Pollution Control	Environment and Natural Resources Trust	R32B130	LCCMR Wastewater Pond	211 006 05 002 20A	700,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 05 002 20A

72	Natural Resources	Environment and Natural Resources Trust	R298D28	OMBS Sauk Rvr Dam RemovL19ET	191 004 02 002 08C	500,000	Pollution Control	Environment and Natural Resources Trust	R32D163	Chloride Reduction	21 006 05 002 20A	500,000	Per Laws 2021, Special Session 1, Chapter 6, transfer funds to a different project	211 006 05 002 20A
TOTAL						106,304,435							106,304,435	

Department of Natural Resources
 FY2021 Interagency and Service Level Agreements
 28-Sep-21

	Agency	Purpose	Effective Date	Expiration Date	Total Amount	Statutory Citation
1	MN STATE LBA BEMIDJI STATE UNIV	Wetland Habitat Research	7/15/2018	6/30/2022	237,680.00	MS 471.59
2	MN STATE LBA BEMIDJI STATE UNIV	FY19 BSU STUDY-Diets of Muskellunge and other piscivores in MN lakes	1/1/2019	12/31/2021	111,446.00	MS 471.59
3	AGRICULTURE DEPT	Analytical Services/Quality Assurance Water Chemistry/Fish Contaminant/Spills/Kills pesticide samples	7/1/2019	6/30/2021	302,604.00	MS 471.59
4	AGRICULTURE DEPT	Venison Donation-transfer	7/1/2020	6/30/2021	110,000.00	Laws of 2007, Ch 57, MS 17.035
5	ADMINISTRATION DEPT	FY21 Lic. Center Special Mail	7/1/2020	6/30/2021	542,400.00	MS 471.59
6	ADMINISTRATION DEPT	Office of Enterprise Sustainability to support agencies to fulfill goals-transfer	7/1/2019	6/30/2021	104,800.00	MS 16B.04 and MS 471.59
7	ATTORNEY GENERAL	Attorney general services FY21	7/1/2020	6/30/2021	835,000.00	MS 8.15
8	CORRECTIONS DEPT	Offendor Labor- general maintenance at	7/1/2017	6/30/2021	109,499.84	MS 471.59
9	HEALTH DEPT	Vaccine ReWard Program	6/1/2021	6/30/2021	610,000.00	MS 471.59
10	HUMAN SERVICES DEPT	MR Warehouse-Fulfillment svcs, inventory management, reorder documents, shipment, inventory control reports	4/14/2018	4/13/2023	285,000.00	MS 246.57
11	MILITARY AFFAIRS DEPT	INCOME to DNR, Master Agmt-Biological Research, wildlife mgmt practice, environmental outreach, etc.	1/1/2019	12/31/2024	2,000,000.00	MS 471.59
12	MILITARY AFFAIRS DEPT	Master Agmt/Camp Ripley-facility use	7/1/2019	6/30/2024	650,000.00	MS 471.59
13	MINNESOTA MANAGEMENT & BUDGET	enterprise talent/learning	8/12/2020	6/30/2021	100,065.00	MS 43A.21; MS 471.59
14	MINNESOTA STATE COLLEGE SE	Safety Training	10/15/2018	6/30/2021	100,000.00	MS 471.59
15	MN.IT	Service Level Agreement-MN.IT Svcs	7/1/2019	6/30/2021	23,718,054	Laws of 2011, 1st Special Session Ch 10, Art 4; MS 471.59
16	MNIT	Rainy Lake Lidar Project USGS	3/31/2021	6/30/2022	200,000.00	MS 471.59
17	MNIT	Parks and Trails Project Proposal and Prioritization application to track and prioritize State Park development operations-transfer	7/1/2019	6/30/2023	100,000.00	MS 16E.21; MS 471.59
18	MNIT	Lake Aeration Program-transfer	7/1/2019	6/30/2023	110,000.00	MS 16E.21; MS 471.59
19	MNIT	Web-based application-Display Natural Heritage Info System Public Data Layers-transfer	7/1/2019	6/30/2023	110,000.00	MS 16E.21; MS 471.59
20	PUBLIC SAFETY DEPT	Dispatch Services	7/1/2019	6/30/2021	720,518.00	MS 471.59

21	PUBLIC SAFETY DEPT	FY21-25 Fire Aviation Support	7/1/2020	6/30/2025	250,000.00	MS 471.59
22	POLLUTION CONTROL AGENCY	INCOME to DNR, Survey Activities	1/7/2020	6/30/2021	300,000.00	MS 471.59
23	POLLUTION CONTROL AGENCY	Settlements from parties for release of petroleum and hazardous substances into environment. A Natural Resource Damage Assessment (NRDA) is a processed designed to calculate damages caused by a release	7/1/2019	6/30/2021	255,000.00	MS 115B.20, Subd. 2(4)
24	WATER & SOIL RESOURCES BOARD	Wetland hydrology monitoring	11/7/2018	6/30/2022	149,807.00	MS 471.59
25	WATER & SOIL RESOURCES BOARD	DNR needs grant assistance from BWSR-contract mgmt, reimbursement for RIM Easements-Transfer	9/1/2018	12/31/2021	750,000.00	MS 471.59; ML 2018, Ch 214, Art 4, Sec 2, Subd 9(h)
26	TRANSPORTATION DEPT	Heartland Trail-Acorn Lake, Trunk Highway 10, Detroit Lakes-Income	8/2/2018	10/31/2020	308,971.26	MS 161.20, Subd 2
27	TRANSPORTATION DEPT	Gateway Trail grading, concrete surfacing, retaining walls, signals, etc.	10/23/2012	6/30/2021	187,797.99	MS 471.59
28	TRANSPORTATION DEPT	INCOME TO DNR-Mussel Permit-Mississippi River Bridge Project	4/23/2020	6/30/2022	296,250.00	MS 84.0895 MN Rules Parts 6212.1800-2100
29	TRANSPORTATION DEPT	Glacial Lakes State Trail-grading, bituminous surfacing, bridge construction	5/22/2017	6/30/2023	1,104,013.17	MS 471.59
30	TRANSPORTATION DEPT	INCOME TO DNR-Grand Portage Visitor Center/Rest Area- Maintenance, Custodial Svs	7/20/2017	6/30/2022	287,000.00	MS 471.59

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
Bemidji State University / Restoring Wetland Invertebrates**

This agreement is between the Minnesota Departments of Natural Resources (DNR), and Bemidji State University (BSU).

Agreement

1 Term of Agreement

- 1.1 *Effective date:* **July 15, 2018**, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* **June 30, 2021**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

DNR Shall:

Assess wetland habitat characteristics and invertebrate amphipods as described in **Exhibit A**, Work Plan, which is attached to and incorporated into this agreement.

Danelle Larson will be the designated DNR Project Coordinator that specifies the minimum and preferred qualifications of students and ensures all students have taken the required safety training (e.g., Defensive Driving, Watercraft Safety, Employee Right to Know, and Tick Prevention) before allowing students to operate state equipment. Larson shall provide leadership and give regular direction as to what and how work shall be done, provide technical advice, and final approval for all work. Larson will co-advise graduate students and serve on their thesis committees, as well as jointly supervise undergraduate student workers (all employees of BSU). DNR will provide students with the necessary equipment to execute the work, including vehicles and wetland sampling equipment and microscopes. Larson will make all equipment and supply purchases for the project.

BSU Shall:

Hire and manage two graduate students through the Environmental Studies Masters of Science Program to assist with assessing wetland habitat characteristics and invertebrate amphipods as described in see Exhibit A and **Exhibit B**, Budget, which is attached to and incorporated into this agreement; and provide lab space, and run analytical chemistry. BSU will also hire and jointly supervise four undergraduate students.

Carl Isaacson will be the BSU designated Project Coordinator that hires qualified students and manages the students' finances (i.e., wage, tuition, hotels, and meal reimbursements), and maintains complete, accurate and current financial records based on the **Exhibit B**, Budget. Travel and meal reimbursements will be for actual costs and follow the Commissioner's Plan, which is incorporated by reference.

The Project Coordinators will communicate regularly to ensure satisfactory performance of students.

3 Consideration and Payment

The total obligation of DNR for all compensation and reimbursements to BSU under this agreement

will not exceed \$222,640.

The State will promptly pay BSU after BSU presents an itemized invoice for actual work performed on the project, and the State's Authorized Representative accepts the invoice. The invoice must specify the expense categories and amount spent in each category as shown in Exhibit B.

BSU may submit itemized invoices no more frequently than quarterly. Appropriate documentation to prove work has been completed must be submitted with each request. Invoices for work completed through June 30 of each year must be submitted to the DNR's Authorized Representative no later than July 20 of that same year.

Final invoices must be submitted no later than June 15, 2021.

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative is Dr. Danelle Larson, Research Scientist, 102 23 St NE, Bemidji, MN 56601; 218-308-2289; Danelle.larson@state.mn.us; or her successor.

BSU's Authorized Representative is Dr. Carl Isaacson, Assistant Professor, Sattgast Hall 107, Bemidji State University, Bemidji MN 56601; 218-755-4104, carl.isaacson@bemidjistate.edu; or his successor.

6 Amendments

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

7 Liability

Each party will be responsible for its own acts and behavior and the results thereof. The DNR does not assume liability for any third party claims for damages arising out of this agreement.

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. Intellectual Property Rights

BSU will comply with Minnesota Statutes, Chapter 116P.10.

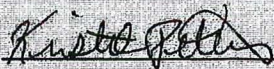
10 Acknowledgement and Endorsement

10.1 Acknowledgment. BSU must acknowledge financial support from the Minnesota Environment and Natural Resources Trust Fund in project publications, signage and other public communication and outreach related to work completed using the appropriation. Acknowledgment may occur, as appropriate, through use of the fund logo or inclusion of language attributing support from the trust fund.

10.2 Endorsement. BSU must not claim that the DNR endorses its products or services.


Signature page for: Bemidji State University / Restoring Wetland Invertebrates Interagency Agreement

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

By: 
Name: Kristel Peters
SWIFT
PO # 3-137499
Contr. # 145083

3. DEPARTMENT OF NATURAL RESOURCES
Individual with delegated authority

JP 7/27/18

By: 
Name: Patrick Rivers
James T. Leach
Title: Deputy Director
Director, Division of Fish and Wildlife
Date: 7/27/18

2. BEMIDJI STATE UNIVERSITY
Individual with delegated authority


By: 
Name: Karen Snorek
Title: VP of Finance - Admin
Date: 7/23/18



Exhibit A

Environment and Natural Resources Trust Fund (ENRTF)
M.L. 2018 ENRTF Work Plan (Main Document)

Today's Date: 02/27/2018

Date of Next Status Update Report: 1/31/2019

Date of Work Plan Approval: 06/05/2018

Project Completion Date: 06/30/2021

Does this submission include an amendment request? No

PROJECT TITLE: Restoring Wetland Invertebrates to Revive Wildlife Habitat

Project Manager: Dr. Danelle Larson

Organization: Minnesota Department of Natural Resources

College/Department/Division: Fish and Wildlife Division

Mailing Address: 102 23rd St NE

City/State/Zip Code: Bemidji, MN 56601

Telephone Number: 218-308-2289

Email Address: Danelle.Larson@state.mn.us

Web Address: NA

Location: Statewide

Total Project Budget: \$400,000

Amount Spent: \$0

Balance: \$400,000

Legal Citation: M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 08g

Appropriation Language: \$400,000 the second year is from the trust fund to the commissioner of natural resources to assess invertebrate amphipods in wetlands and explore stocking them as a valuable food source for ducks and other wildlife in the Prairie Pothole Region of the state. This appropriation is available until June 30, 2021, by which time the project must be completed and final products delivered.



Exhibit A

**Environment and Natural Resources Trust Fund (ENRTF)
M.L. 2018 ENRTF Work Plan (Main Document)**

Today's Date: 02/27/2018

Date of Next Status Update Report: 1/31/2019

Date of Work Plan Approval: 06/05/2018

Project Completion Date: 06/30/2021

Does this submission include an amendment request? No

PROJECT TITLE: Restoring Wetland Invertebrates to Revive Wildlife Habitat

Project Manager: Dr. Danelle Larson

Organization: Minnesota Department of Natural Resources

College/Department/Division: Fish and Wildlife Division

Mailing Address: 102 23rd St NE

City/State/Zip Code: Bemidji, MN 56601

Telephone Number: 218-308-2289

Email Address: Danelle.Larson@state.mn.us

Web Address: NA

Location: Statewide

Total Project Budget: \$400,000

Amount Spent: \$0

Balance: \$400,000

Legal Citation: M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 08g

Appropriation Language: \$400,000 the second year is from the trust fund to the commissioner of natural resources to assess invertebrate amphipods in wetlands and explore stocking them as a valuable food source for ducks and other wildlife in the Prairie Pothole Region of the state. This appropriation is available until June 30, 2021, by which time the project must be completed and final products delivered.

I. PROJECT STATEMENT:

Amphipods are wetland invertebrates that are key food resources for salamanders, fish, water birds, ducks, and geese. Within the past 30 years, amphipods have substantially declined across the Prairie Pothole Region (PPR), and particularly in Minnesota, for reasons unknown. We will document the habitat characteristics that allow amphipods to thrive and assess the stocking of amphipods to help them successfully re-establish.

Amphipods (also called “scuds”) are critical wildlife food, biological indicators of water quality and ecosystem health, and cherished by duck hunters and anglers. Amphipod decline has been noted in Minnesota, and the loss of amphipods have been blamed as a primary reason for decline of duck harvests. Today, amphipods are unevenly distributed across the PPR and some species are absent from most of Minnesota’s wetlands, while few wetlands have an extremely high abundance (habitats we term “**super-wetlands**”). Amphipods are poor dispersers because they cannot fly, and the increasing distance between super-wetlands may make it difficult to establish in new wetlands. Despite the importance of amphipods, the factors that affect their distribution and abundance are poorly understood. Further, conservation groups and private land owners have been stocking amphipods to improve wetland habitats for 25+ years but the success of these efforts have not been well documented.

The overarching goals of this project are to:

- (1) Identify the habitat characteristics of super-wetlands that make them of great wildlife value. This information will outline why amphipods are in decline, why specific wetlands have naturally high abundance of amphipods, and determine how to restore and manage wetlands towards high-quality habitats that promote amphipod and duck use.
- (2) Document the effects of amphipod stocking to improve understanding of the habitat requirements and the utility of stocking. Experimental stockings will enable some control over factors that might influence success (e.g., size of wetland, fish presence) and further aid in understanding the habitat requirements.

Our diverse project team, which will include expert ecologists, two graduate students and many young-career technicians, will provide valuable information regarding wetland habitat quality and management. We have identified several super-wetlands to study and secured a proprietor to stock amphipods, and are requesting funds to study these sites and stocking practices in more detail.

II. OVERALL PROJECT STATUS UPDATES:

First Update January 31, 2019
Second Update June 30, 2019
Third Update January 31, 2020
Fourth Update June 30, 2020
Fifth Update January 31, 2021
Final Update June 30, 2021

III. PROJECT ACTIVITIES AND OUTCOMES:

ACTIVITY 1: Understand the habitat conditions of super-wetlands with amphipods.

Description: We will identify the factors that affect amphipod abundance to understand why wetlands either have high abundance or no to few amphipods present. Factors will include: Landscape variables (e.g., land use, proximity to other wetlands, etc.) and in-lake variables (e.g., water chemistry, plant abundance, predator abundance).

ENRTF BUDGET: \$206,487

Outcome	Completion Date
1. Choose sites and refine field methods	March 2019
2. Wetland habitat and amphipod sampling	October 2020
3. Data processing in laboratory (water chemistry, plant and invertebrate identification)	March 2021
4. Publications, reports, and presentations	June 2021

First Update January 31, 2019

Second Update June 30, 2019

Third Update January 31, 2020

Fourth Update June 30, 2020

Fifth Update January 31, 2021

Final Update June 30, 2021

ACTIVITY 2: Assess amphipods after stocking in natural and restored wetlands.

Description: We will experimentally stock amphipods in wetlands to determine if they will survive the transplant, reproduce, and become a sustaining population for at least 2 years. We will stock amphipods in two different years (“Trial stockings #1” in January 2018 and “Trial stockings #2” in January 2019) and sample for 2-3 years following the stockings. We will assess rates that amphipods naturally recolonize and reproduce in suitable wetlands relative to stocked wetlands.

ENRTF BUDGET: \$193,513

Outcome	Completion Date
1. Trial stockings #1 (in-kind MNDNR project secured FY 17-18)	February 2019
2. Trial stockings #2 (this proposal)	February 2020
3. Monitor amphipods populations for 2-3 years after stocking	January 2021
4. Data analyses	April 2021
5. Publications, reports, and presentations	June 2021

First Update January 31, 2019

Second Update June 30, 2019

Third Update January 31, 2020

Fourth Update June 30, 2020

Fifth Update January 31, 2021

Final Update June 30, 2021

IV. DISSEMINATION:

Description:

Danelle Larson will be responsible for data management throughout the project. The water samples will be stored at the Bemidji Wetland Research Station and not discarded until all data is published. Amphipod specimens will be preserved in 95% ethanol and permanently maintained at the Bemidji Wetland Research Station. The data will be permanently archived online using a service such as Dryad.

The Project Research Addendum will be added and updated 2x per year on Danelle Larson’s profile at Research Gate (www.researchgate.net). All presentations and publications will be added to Research Gate when completed.

We will prepare at least 3 peer-reviewed publications in scientific journals with open-access (i.e., freely available to the public).

We will deliver at least 3 poster or oral presentations at professional conferences and MN DNR research and wildlife manager meetings.

- First Update January 31, 2019**
- Second Update June 30, 2019**
- Third Update January 31, 2020**
- Fourth Update June 30, 2020**
- Fifth Update January 31, 2021**
- Final Update June 30, 2021**

V. PROJECT BUDGET SUMMARY:

A. Preliminary ENRTF Budget Overview: See attached budget spreadsheet

Explanation of Capital Expenditures Greater Than \$5,000: N/A

Explanation of Use of Classified Staff: N/A

Total Number of Full-time Equivalents (FTE) Directly Funded with this ENRTF Appropriation:

Enter Total Estimated Personnel Hours:	TOTAL FTE: 3.25
--	-----------------

Total Number of Full-time Equivalents (FTE) Estimated to Be Funded through Contracts with this ENRTF Appropriation:

Enter Total Estimated Personnel Hours:	TOTAL FTE: 3.00
--	-----------------

B. Other Funds:

SOURCE OF AND USE OF OTHER FUNDS	Amount Proposed	Amount Spent	Status and Timeframe
Other Non-State \$ To Be Applied To Project During Project Period:			
N/A	\$	\$	
Other State \$ To Be Applied To Project During Project Period:			
MN DNR Research Section funds for pilot work on Activities 1 and 2. Pilot work included site selection, field methodology trials in summer 2017 and trialing stocking experiments in winter 2018 and 2019.	\$ 90,000	\$	Secured. June 2017 – June 2019.
Past and Current ENRTF Appropriation:			

N/A	\$	\$	
In-kind Services To Be Applied To Project During Project Period:			
MN DNR supplies computers, software, GPS, field tablets (\$5,000), as well as laboratory facilities, microscopes, trucks, boats and trailers (\$60,000). MN DNR supplies 3 years of salary for: 2 assistant managers for field assistance (50 hours*3 years=\$9,000); Danelle Larson (0.35 FTE*3 years=\$82,000); and Fred Bengtson (0.10 FTE*3 years=\$25,000). Bemidji State University supplies office space for students and the facilities and equipment for analytical chemistry (\$60,000) and Issacson's salary (0.15 FTE*3 years; \$27,000). U.S. Geological survey to match Michael Anteau salary (0.10 FTE; \$32,700) and travel to visit field sites and disseminate findings (\$6,000).	\$ 306,700	\$	Secured. June 2017 – June 2021.

VI. PROJECT PARTNERS:

A. Partners receiving ENRTF funding

Name	Title	Affiliation	Role
Dr. Carl Isaacson	Assistant Professor	Bemidji State University	Co-advise students and lead water chemistry analyses.
Barry Thoele	Owner	Lincoln Bait LCC	Will provide consulting, sell and stock amphipods (Activity 2).
Dr. Michael Anteau	Research Scientist	U.S. Geological Survey	Will help design studies, serve on graduate committees, disseminate findings

B. Partners NOT receiving ENRTF funding

Name	Title	Affiliation	Role
Fred Bengtson	Wildlife Manager	MN Dept of Natural Resources	Will assist sampling and stocking and disseminate findings
Dr. Danelle Larson	Research Scientist	MN Dept of Natural Resources	Will be the Project Manager, co-advise graduate students, supervise technicians and interns, disseminate findings.

VII. LONG-TERM- IMPLEMENTATION AND FUNDING: Studying super-wetlands in detail will provide new knowledge about the characteristics of wetlands that support key invertebrates as wildlife food. The stocking survey and experiments will bring awareness and engage citizen scientists to the issue of wetland degradation and restoration options. Our analyses will provide cost-benefit comparisons of wetland enhancement and amphipod stocking for interest groups such as Ducks Unlimited, MN Waterfowl Association, Audubon Society, the many Fishing and Angling groups, and MN DNR.

VIII. REPORTING REQUIREMENTS:

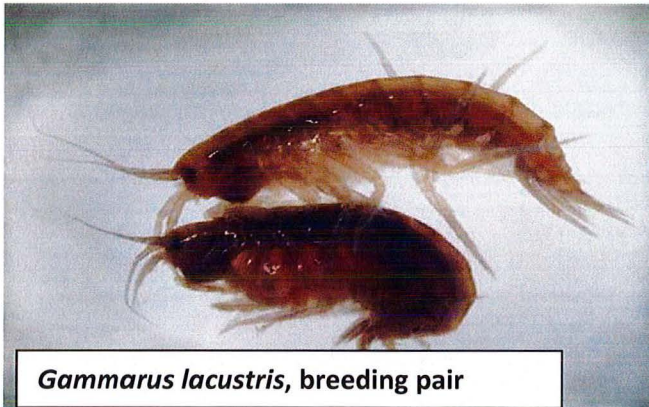
- **The project is for 3 years, will begin on July 1 2018, and end on June 30 2021.**
- **Periodic project status update reports will be submitted January 31 and June 30 of each year.**
- **A final report and associated products will be submitted between June 30 and August 15, 2021.**

IX. SEE ADDITIONAL WORK PLAN COMPONENTS:

- A. Budget Spreadsheet - separate document**
- B. Visual Component - attached**
- C. Research Addendum – separate document**

Amphipods are vanishing from Prairie Pothole wetlands but ducks and salamanders are hungry!

Which habitat characteristics support amphipods in Minnesota's wetlands?



Gammarus lacustris, breeding pair



What is the efficacy of stocking amphipods?



Gammarus Lacustris, freshwater shrimp, scuds for wetland restoration, forage or bait. We are the first and only source for Gammarus in MN with over 25 years harvesting, handling and stocking. Contact Barry Thoele 218-296-0446 p-13



Exhibit B, Budget. For BSU Interagency Agreement

Environment and Natural Resources Trust Fund
M.L. 2018 Budget Spreadsheet (ENTRF Attachment A)

Project Title: Restoring Wetland Invertebrates to Revive Wildlife Habitat

Legal Citation: M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 08g

Project Manager: Dr. Danelle Larson

Organization: Minnesota Department of Natural Resources

College/Department/Division: Division of Fish and Wildlife

M.L. 2018 ENRTF Appropriation: \$400,000

Project Length and Completion Date: 3 years, June 30, 2021



ENVIRONMENT AND NATURAL RESOURCES TRUST FUND BUDGET	TOTAL BUDGET	DNR Budget	BSU Budget	USGS Budget
BUDGET ITEM				
Personnel (Wages and Benefits) - Overall	\$201,620	\$0		
MN DNR Intern. 0.25% FTE. Summer 2018 and 2019. \$15.00/hr and 0.0765% FICA. Two people in position type. Summer field workers to <u>collect data with graduate students. (Total estimated amount \$17,920)</u>		\$17,920		
Carl Isaacson, Bemidji State University. 0.15% FTE. Summer 2018-2020. Co-advise two graduate students, provide office and laboratory space, and run <u>analytical chemistry. (Total estimated amount \$27,000)</u>			\$27,000	
Michael Anteau, U.S. Geological Survey. 0.10% FTE. Summer 2018-2020. Scud expert to help design study, mentor two graduate students, and <u>deesiminate findings. (Total estimated amount \$32,700)</u>				\$32,700
Hire 2 graduate students through Bemidji State U. Environmental Studies Master's of Science Program. \$62,000 per student, which includes tuition, <u>benefits, and salary for 2 years. (Total estimated amount \$124,000)</u>			\$124,000	
Professional/Technical/Service Contracts	\$87,240	\$0		
Contract with Lincoln Bait to provide technical consultation regarding Activity 1 and 2. Lincoln Bait will provide ~400 gallons of scuds at at rate of \$60/gallon. Only provider in Minnesota. (Total estimated amount \$29,000)		\$29,000		
Interagency Agreement to Hire 4 Bemidji State University undergraduates to assist with field work and invertebrate counting. BSU has many trained students for invertebrates, and MNDNR has the facilities, microscopes, and invertebrate expertise for supervision. (\$29,120 each of 2 years - Total estimated amount \$58,240)			\$58,240	
Equipment/Tools/Supplies	\$45,174			
Activity 1 and 2: waders, temperature, oxygen, and pH meters and <u>solutions; sampling bottles and nets; reagents for water chemistry</u>		\$45,174		
Travel expenses in Minnesota	\$48,966	\$0		
Conferences to present per two activites (\$1333/conference)		\$2,666		
Fleet FY18-20 (25,000 miles @ 0.78/mi; includes loaner and fuel expenses) (Total estimated amount \$19,500)		\$19,500		
Hotels and meal expenses FY18-20 (all personnel) (Total estimated amount \$26,800)		\$13,400	\$13,400	
Other	\$17,000			
Publications in peer-reviewed, open-access journals (4 pubs @ \$2,000 each)		\$8,000		
DNR Direct and Necessary		\$9,000		
COLUMN TOTAL	\$400,000	\$144,660	\$222,640	\$32,700

Contract Start Date:	<u>7/27/2018</u>	Total Contract Amount:	<u>\$ 214,140.00</u>
Original Contract Expiration Date:	<u>6/30/2021</u>	Original Contract:	<u>\$ 222,640.00</u>
Current Contract Expiration Date:	<u>6/30/2021</u>	Previous Amendment(s) Total:	<u>\$ -</u>
Requested Contract Expiration Date:	<u>n/a</u>	This Amendment:	<u>\$ (8,500.00)</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources ("DNR") and Bemidji State University, 1500 Birchmont Dr, Bemidji, MN 56601 ("BSU").

Recitals

1. The DNR has a contract with BSU identified as contract number 145083 ("Original Contract") who will assess wetland habitat characteristics and invertebrate amphipods.
2. The Environment and Natural Resources Trust Fund (ENRTF) approved a change to the work plan. The change decreased the travel budget for BSU and increased it for the DNR.
3. The DNR and BSU are willing to amend the Original Contract as stated below.

Contract Amendment

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

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

DNR Shall:

Assess wetland habitat characteristics and invertebrate amphipods as described in Exhibit A, Work Plan, which is attached and incorporated to an incorporated into this agreement.

~~Danelle Larson~~ Megan Fitzpatrick will be the designated DNR Project Coordinator that specifies the minimum and preferred qualifications of students and ensures all students have taken the required safety training (e.g., Defensive Driving, Watercraft Safety, Employee Right to Know, and Tick Prevention) before allowing students to operate state equipment. ~~Larson~~ Fitzpatrick shall provide leadership and give regular direction as to what and how work shall be done, provide technical advice, and final approval for all work. Danelle Larson will co-advise graduate students and serve on their thesis committees. ~~as well as Fitzpatrick will jointly supervise and provide mentorship, advice, and support to~~ undergraduate student workers (all employees of BSU). DNR will provide students with the necessary equipment to execute the work, including vehicles and wetland sampling equipment and microscopes. ~~Larson~~ Fitzpatrick will make all equipment and supply purchases for the project.

BSU Shall:

Hire and manage two graduate students through the Environmental Studies Masters of Science Program to assist with assessing wetland habitat characteristics and invertebrate amphipods as described in see Exhibit A and Revised Exhibit B1, Budget which is attached to and incorporated into this agreement, and provide lab space, and run analytical chemistry. BSU will also hire and jointly supervise four undergraduate students.

Carl Isaacson will be the BSU designated Project Coordinator that hires qualified students and manages the students' finances (i.e., wage, tuition, ~~hotels~~, and meal reimbursements), and maintains complete, accurate and current financial records based on the Revised Exhibit B1, Budget. Travel and meal reimbursements will be for actual costs and follow the Commissioner's Plan, which is incorporated by reference.

The Project Coordinator will communicate regularly to ensure satisfactory performance of students.

REVISION 2. Clause 3. **"Consideration and Payment"** is amended as follows:

The total obligation of DNR for all compensation and reimbursements to BSU under this agreement will not exceed ~~\$222,640~~ \$214,140.

The State DNR will promptly pay BSU after BSU presents an itemized invoice for actual work performed on the project, and the State's DNR's Authorized Representative accepts the invoice. The invoice must specify the expense categories and amount spent in each category as shown in Revised Exhibit B1.

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

DNR's Authorized Representative is ~~Dr. Danelle Larson, Research Scientist~~ Megan Fitzpatrick, Research Scientist, 102 23 St NE, Bemidji, MN 56601, ~~218-308-2289~~ 218-308-2284, ~~Danelle.larson@state.mn.us~~ megan.fitzpatrick@state.mn.us, or her successor.

BSU's Authorized Representative is Dr. Carl Isaacson, Assistant Professor, Sattgast Hall 107, Bemidji State University, Bemidji, MN 56601, 218-755-4104, carl.isaacson@bemidjistate.edu, or his successor.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

By: Mary Levelles

Date: 2-18-2020

Swift PO#: 145083 / 3-137499

3. DEPARTMENT OF NATURAL RESOURCES

Individual with delegated authority

AP
2.25.20

By: David Ogden

Title: Division Director, FAW

Date: 3/1/2020

3. BEMIDJI STATE UNIVERSITY

Individual with delegated authority

By: Karen Snow

Title: VP of Finance - Admin

Date: 2/29/2020

**Revised Exhibit B1, Budget. For BSU Interagency Agreement
Environment and Natural Resources Trust Fund
M.L. 2018 Budget Spreadsheet (ENTRF Attachment A)**



Project Title: Restoring Wetland Invertebrates to Revive Wildlife Habitat
Legal Citation: M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 08g
Project Manager: Megan Fitzpatrick
Organization: Minnesota Department of Natural Resources

College/Department/Division: Division of Fish and Wildlife

M.L. 2018 ENRTF Appropriation: \$400,000
Project Length and Completion Date: 3 years, June 30, 2021
Date of Report: January 31, 2020
Revised & Approved: August 10, 2018 and September 30, 2019
Status Update as of January 1, 2019

ENVIRONMENT AND NATURAL RESOURCES TRUST FUND BUDGET	TOTAL BUDGET	DNR Budget	BSU Budget	USGS Budget
BUDGET ITEM				
Personnel (Wages and Benefits) - Overall	\$208,000	\$24,300	\$151,000	\$32,700
MN DNR Technician. 52% FTE (27 weeks, beginning in early January). \$18.00/hr and 0.25% benefits. One person in position type. Spring and summer worker to assist with field work and invertebrate counting. (Total estimated amount \$24,300)	\$24,300	\$24,300		
Carl Isaacson, Bemidji State University. 0.15% FTE. Summer 2018-2020. Co-advise two graduate students, provide office and laboratory space, and run analytical chemistry. (Total estimated amount \$27,000)	\$27,000		\$27,000	
Michael Anteau, U.S. Geological Survey. 0.10% FTE. Summer 2018-2020. Scud expert to help design study, mentor two graduate students, and disseminate findings. (Total estimated amount \$32,700)	\$32,700			\$32,700
Hire 2 graduate students through Bemidji State U. Environmental Studies Master's of Science Program. \$62,000 per student, which includes tuition, benefits, and salary for 2 years. (Total estimated amount \$124,000)	\$124,000		\$124,000	
Professional/Technical/Service Contracts	\$92,140	\$29,000	\$63,140	\$0
Contract with Lincoln Bait to provide technical consultation regarding Activity 1 and 2. Lincoln Bait will provide ~400 gallons of scuds at rate of \$60/gallon. Only provider in Minnesota. (Total estimated amount \$29,000)	\$29,000	\$29,000		
Interagency Agreement with Bemidji State University: Hire 4 Bemidji State University undergraduates to assist with field work and invertebrate counting. BSU has many trained students for invertebrates, and MNDNR has the facilities, microscopes, and invertebrate expertise for supervision. (\$29,120 each of 2 years - Total estimated amount \$58,240)	\$58,240		\$58,240	
Interagency Agreement: Funds to reimburse graduate and undergraduate students for meal expenses FY18-20 (Total estimated amount \$4,900)	\$4,900		\$4,900	
Equipment/Tools/Supplies	\$38,794	\$38,794	\$0	\$0
Activity 1 and 2: waders, temperature, oxygen, and pH meters and solutions; sampling bottles and nets; reagents for water chemistry	\$38,794	\$38,794		
Travel expenses in Minnesota	\$44,066	\$44,066	\$0	\$0
Conferences to present per two activities (\$1333/conference)	\$2,666	\$2,666		
Fleet FY18-20 (25,000 miles @ 0.78/mi; includes loaner and fuel expenses) (Total estimated amount \$19,500)	\$19,500	\$19,500		
Hotels (all personnel) and meal expenses (MNDNR Personnel) FY18-20 (Total estimated amount \$21,900)	\$21,900	\$21,900		
Other	\$17,000	\$17,000	\$0	\$0
Publications in peer-reviewed, open-access journals (4 pubs @ \$2,000 each)	\$8,000	\$8,000		
DNR Direct and Necessary	\$9,000	\$9,000		
COLUMN TOTAL	\$400,000	\$153,160	\$214,140	\$32,700

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Bemidji State University / Restoring Wetland Invertebrates – Amendment 2

Contract Start Date:	<u>7/27/2018</u>	Total Contract Amount:	<u>\$ 229,240.00</u>
Original Contract Expiration Date:	<u>6/30/2021</u>	Original Contract:	<u>\$ 222,640.00</u>
Current Contract Expiration Date:	<u>6/30/2021</u>	Previous Amendment(s) Total:	<u>\$ (\$8,500.00)</u>
Requested Contract Expiration Date:	<u>n/a</u>	This Amendment:	<u>\$ 15,100.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources (“DNR”) and Bemidji State University, 1500 Birchmont Dr., Bemidji, MN 56601 (“BSU”).

Recitals

1. The DNR has a contract with BSU identified as contract number 145083 (“Original Contract”) who will assess wetland habitat characteristics and invertebrate amphipods.
2. The Environment and Natural Resources Trust Fund (ENRTF) approved a change to the work plan. The change increased the budget for BSU to fund each of the project’s two Master’s students for an additional semester, and decreased the budget for another agency.
3. The DNR and BSU are willing to amend the Original Contract as stated below.

Contract Amendment

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

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

DNR Shall:

Assess wetland habitat characteristics and invertebrate amphipods as described in Revised Exhibit A1, Work Plan, which is attached and incorporated to an incorporated into this agreement.

Megan Fitzpatrick will be the designated DNR Project Coordinator that specifies the minimum and preferred qualifications of students and ensures all students have taken the required safety training (e.g., Defensive Driving, Watercraft Safety, Employee Right to Know, and Tick Prevention) before allowing students to operate state equipment. Fitzpatrick shall provide leadership and give regular direction as to what and how work shall be done, provide technical advice, and final approval for all work. Fitzpatrick will co-advise graduate students and serve on their thesis committees, as well as jointly supervise undergraduate student workers (all employees of BSU). DNR will provide students with the necessary equipment to execute the work, including vehicles and wetland sampling equipment and microscopes. Fitzpatrick will make all equipment and supply purchases for the project.

BSU Shall:

Hire and manage two graduate students through the Environmental Studies Masters of Science Program to assist with assessing wetland habitat characteristics and invertebrate amphipods as described in see Revised Exhibit A1 and Revised Exhibit B4 2, Budget which is attached to and incorporated into this agreement, and provide lab space, and run analytical chemistry. BSU will also hire and jointly supervise four undergraduate students.

Carl Isaacson will be the BSU designated Project Coordinator that hires qualified students and manages the students’ finances (i.e., wage, tuition, hotels, and meal reimbursements), and maintains complete, accurate and current financial records based on the Revised Exhibit B4 2, Budget. Travel and meal reimbursements will be for actual costs and follow the Commissioner’s Plan, which is incorporated by reference.

The Project Coordinator will communicate regularly to ensure satisfactory performance of students.

REVISION 2. Clause 3. **“Consideration and Payment”** is amended as follows:

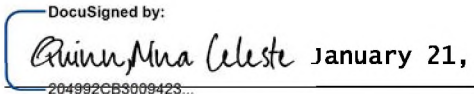
The total obligation of DNR for all compensation and reimbursements to BSU under this agreement will not exceed ~~\$214,140~~ \$229,240.

The DNR will promptly pay BSU after BSU presents an itemized invoice for actual work performed on the project, and the DNR’s Authorized Representative accepts the invoice. The invoice must specify the expense categories and amount spent in each category as shown in Revised Exhibit B4 2.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.


1. STATE ENCUMBRANCE VERIFICATION

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

By:  January 21, 2021
Name: Quinn, Nina Celeste
SWIFT 145083 PO 3-137499
PO # _____
Contr. # _____

3. DEPARTMENT OF NATURAL RESOURCES

Individual with delegated authority

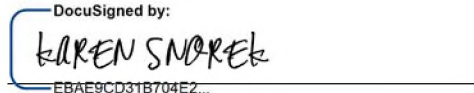
By: 
Name: David P. Olfelt
Title: Director, Division of Fish and Wildlife
Date: January 21, 2021





2. BEMIDJI STATE UNIVERSITY

Individual with delegated authority

By: 
Name: Karen Snorek
Title: VP of Finance - Admin
Date: January 22, 2021



Environment and Natural Resources Trust Fund (ENRTF)
M.L. 2018 ENRTF Work Plan (Main Document)

Revised Exhibit A1

Today's Date: 02/27/2018

Date of Next Status Update Report: 1/31/2019

Date of Work Plan Approval: 06/05/2018

Project Completion Date: 06/30/2021

Does this submission include an amendment request? No

PROJECT TITLE: Restoring Wetland Invertebrates to Revive Wildlife Habitat

Project Manager: Dr. Danelle Larson

Organization: Minnesota Department of Natural Resources

College/Department/Division: Fish and Wildlife Division

Mailing Address: 102 23rd St NE

City/State/Zip Code: Bemidji, MN 56601

Telephone Number: 218-308-2289

Email Address: Danelle.Larson@state.mn.us

Web Address: NA

Location: Statewide

Total Project Budget: \$400,000

Amount Spent: \$0

Balance: \$400,000

Legal Citation: M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 08g

Appropriation Language: \$400,000 the second year is from the trust fund to the commissioner of natural resources to assess invertebrate amphipods in wetlands and explore stocking them as a valuable food source for ducks and other wildlife in the Prairie Pothole Region of the state. This appropriation is available until June 30, 2021, by which time the project must be completed and final products delivered.

I. PROJECT STATEMENT:

Amphipods are wetland invertebrates that are key food resources for salamanders, fish, water birds, ducks, and geese. Within the past 30 years, amphipods have substantially declined across the Prairie Pothole Region (PPR), and particularly in Minnesota, for reasons unknown. We will document the habitat characteristics that allow amphipods to thrive and assess the stocking of amphipods to help them successfully re-establish.

Amphipods (also called “scuds”) are critical wildlife food, biological indicators of water quality and ecosystem health, and cherished by duck hunters and anglers. Amphipod decline has been noted in Minnesota, and the loss of amphipods have been blamed as a primary reason for decline of duck harvests. Today, amphipods are unevenly distributed across the PPR and some species are absent from most of Minnesota’s wetlands, while few wetlands have an extremely high abundance (habitats we term “**super-wetlands**”). Amphipods are poor dispersers because they cannot fly, and the increasing distance between super-wetlands may make it difficult to establish in new wetlands. Despite the importance of amphipods, the factors that affect their distribution and abundance are poorly understood. Further, conservation groups and private land owners have been stocking amphipods to improve wetland habitats for 25+ years but the success of these efforts have not been well documented.

The overarching goals of this project are to:

- (1) Identify the habitat characteristics of super-wetlands that make them of great wildlife value. This information will outline why amphipods are in decline, why specific wetlands have naturally high abundance of amphipods, and determine how to restore and manage wetlands towards high-quality habitats that promote amphipod and duck use.
- (2) Document the effects of amphipod stocking to improve understanding of the habitat requirements and the utility of stocking. Experimental stockings will enable some control over factors that might influence success (e.g., size of wetland, fish presence) and further aid in understanding the habitat requirements.

Our diverse project team, which will include expert ecologists, two graduate students and many young-career technicians, will provide valuable information regarding wetland habitat quality and management. We have identified several super-wetlands to study and secured a proprietor to stock amphipods, and are requesting funds to study these sites and stocking practices in more detail.

II. OVERALL PROJECT STATUS UPDATES:

First Update January 31, 2019
 Second Update June 30, 2019
 Third Update January 31, 2020
 Fourth Update June 30, 2020
 Fifth Update January 31, 2021
 Final Update June 30, 2021

III. PROJECT ACTIVITIES AND OUTCOMES:**ACTIVITY 1: Understand the habitat conditions of super-wetlands with amphipods.**

Description: We will identify the factors that affect amphipod abundance to understand why wetlands either have high abundance or no to few amphipods present. Factors will include: Landscape variables (e.g., land use, proximity to other wetlands, etc.) and in-lake variables (e.g., water chemistry, plant abundance, predator abundance).

ENRTF BUDGET: \$206,487

Outcome	Completion Date
1. Choose sites and refine field methods	March 2019
2. Wetland habitat and amphipod sampling	October 2020
3. Data processing in laboratory (water chemistry, plant and invertebrate identification)	March 2021
4. Publications, reports, and presentations	June 2021

First Update January 31, 2019

Second Update June 30, 2019

Third Update January 31, 2020

Fourth Update June 30, 2020

Fifth Update January 31, 2021

Final Update June 30, 2021

ACTIVITY 2: Assess amphipods after stocking in natural and restored wetlands.

Description: We will experimentally stock amphipods in wetlands to determine if they will survive the transplant, reproduce, and become a sustaining population for at least 2 years. We will stock amphipods in two different years (“Trial stockings #1” in January 2018 and “Trial stockings #2” in January 2019) and sample for 2-3 years following the stockings. We will assess rates that amphipods naturally recolonize and reproduce in suitable wetlands relative to stocked wetlands.

ENRTF BUDGET: \$193,513

Outcome	Completion Date
1. Trial stockings #1 (in-kind MNDNR project secured FY 17-18)	February 2019
2. Trial stockings #2 (this proposal)	February 2020
3. Monitor amphipods populations for 2-3 years after stocking	January 2021
4. Data analyses	April 2021
5. Publications, reports, and presentations	June 2021

First Update January 31, 2019

Second Update June 30, 2019

Third Update January 31, 2020

Fourth Update June 30, 2020

Fifth Update January 31, 2021

Final Update June 30, 2021

IV. DISSEMINATION:

Description:

Danelle Larson will be responsible for data management throughout the project. The water samples will be stored at the Bemidji Wetland Research Station and not discarded until all data is published. Amphipod specimens will be preserved in 95% ethanol and permanently maintained at the Bemidji Wetland Research Station. The data will be permanently archived online using a service such as Dryad.

The Project Research Addendum will be added and updated 2x per year on Danelle Larson’s profile at Research Gate (www.researchgate.net). All presentations and publications will be added to Research Gate when completed.

We will prepare at least 3 peer-reviewed publications in scientific journals with open-access (i.e., freely available to the public).

We will deliver at least 3 poster or oral presentations at professional conferences and MN DNR research and wildlife manager meetings.

First Update January 31, 2019

Second Update June 30, 2019

Third Update January 31, 2020

Fourth Update June 30, 2020

Fifth Update January 31, 2021

Final Update June 30, 2021

V. PROJECT BUDGET SUMMARY:

A. Preliminary ENRTF Budget Overview: See attached budget spreadsheet

Explanation of Capital Expenditures Greater Than \$5,000: N/A

Explanation of Use of Classified Staff: N/A

Total Number of Full-time Equivalents (FTE) Directly Funded with this ENRTF Appropriation:

Enter Total Estimated Personnel Hours:	TOTAL FTE: 3.25
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Total Number of Full-time Equivalents (FTE) Estimated to Be Funded through Contracts with this ENRTF Appropriation:

Enter Total Estimated Personnel Hours:	TOTAL FTE: 3.00
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B. Other Funds:

SOURCE OF AND USE OF OTHER FUNDS	Amount Proposed	Amount Spent	Status and Timeframe
Other Non-State \$ To Be Applied To Project During Project Period:			
N/A	\$	\$	
Other State \$ To Be Applied To Project During Project Period:			
MN DNR Research Section funds for pilot work on Activities 1 and 2. Pilot work included site selection, field methodology trials in summer 2017 and trialing stocking experiments in winter 2018 and 2019.	\$ 90,000	\$	Secured. June 2017 – June 2019.
Past and Current ENRTF Appropriation:			

N/A	\$	\$	
In-kind Services To Be Applied To Project During Project Period:			
MN DNR supplies computers, software, GPS, field tablets (\$5,000), as well as laboratory facilities, microscopes, trucks, boats and trailers (\$60,000). MN DNR supplies 3 years of salary for: 2 assistant managers for field assistance (50 hours*3 years=\$9,000); Danelle Larson (0.35 FTE*3 years=\$82,000); and Fred Bengtson (0.10 FTE*3 years=\$25,000). Bemidji State University supplies office space for students and the facilities and equipment for analytical chemistry (\$60,000) and Issacson's salary (0.15 FTE*3 years; \$27,000). U.S. Geological survey to match Michael Anteau salary (0.10 FTE; \$32,700) and travel to visit field sites and disseminate findings (\$6,000).	\$ 306,700	\$	Secured. June 2017 – June 2021.

VI. PROJECT PARTNERS:**A. Partners receiving ENRTF funding**

Name	Title	Affiliation	Role
Dr. Carl Isaacson	Assistant Professor	Bemidji State University	Co-advise students and lead water chemistry analyses.
Barry Thoele	Owner	Lincoln Bait LCC	Will provide consulting, sell and stock amphipods (Activity 2).
Dr. Michael Anteau	Research Scientist	U.S. Geological Survey	Will help design studies, serve on graduate committees, disseminate findings

B. Partners NOT receiving ENRTF funding

Name	Title	Affiliation	Role
Fred Bengtson	Wildlife Manager	MN Dept of Natural Resources	Will assist sampling and stocking and disseminate findings
Dr. Danelle Larson	Research Scientist	MN Dept of Natural Resources	Will be the Project Manager, co-advise graduate students, supervise technicians and interns, disseminate findings.

VII. LONG-TERM- IMPLEMENTATION AND FUNDING: Studying super-wetlands in detail will provide new knowledge about the characteristics of wetlands that support key invertebrates as wildlife food. The stocking survey and experiments will bring awareness and engage citizen scientists to the issue of wetland degradation and restoration options. Our analyses will provide cost-benefit comparisons of wetland enhancement and amphipod stocking for interest groups such as Ducks Unlimited, MN Waterfowl Association, Audubon Society, the many Fishing and Angling groups, and MN DNR.

VIII. REPORTING REQUIREMENTS:

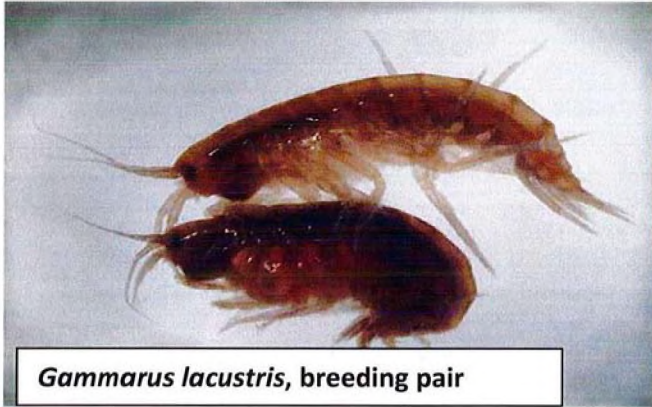
- The project is for 3 years, will begin on July 1 2018, and end on June 30 2021.
- Periodic project status update reports will be submitted January 31 and June 30 of each year.
- A final report and associated products will be submitted by June 30, 2021 and ~~August 15, 2021.~~

IX. SEE ADDITIONAL WORK PLAN COMPONENTS:

- A. Budget Spreadsheet - separate document
- B. Visual Component - attached
- C. Research Addendum – separate document

Amphipods are vanishing from Prairie Pothole wetlands but ducks and salamanders are hungry!

Which habitat characteristics support amphipods in Minnesota's wetlands?



What is the efficacy of stocking amphipods?



Gammarus Lacustris, freshwater shrimp, scuds for wetland restoration, forage or bait. We are the first and only source for Gammarus in MN with over 25 years harvesting, handling and stocking. Contact Barry Thoele 218-296-0446 p-13



**Revised Exhibit B2, Budget. For BSU Interagency Agreement.
Environment and Natural Resources Trust Fund
M.L. 2018 Budget Spreadsheet**



Project Title: Restoring Wetland Invertebrates to Revive Wildlife Habitat

Legal Citation: M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 08g

Project Manager: Megan Fitzpatrick

Organization: Minnesota Department of Natural Resources

College/Department/Division: Division of Fish and Wildlife

M.L. 2018 ENRTF Appropriation: \$400,000

Project Length and Completion Date: 3 years, June 30, 2021

Date of Report: January 31, 2020

Revised & Approved: August 10, 2018 and September 30, 2019

Status Update as of November 10, 2020

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MN DNR Technician. 52% FTE (27 weeks, beginning in early January). \$18.00/hr and 0.25% benefits. One person in position type. Spring and summer worker to assist with field work and invertebrate counting. (Total estimated amount \$24,300)	\$24,300	\$24,300		
Carl Isaacson, Bemidji State University. 0.15% FTE. Summer 2018-2020. Co-advise two graduate students, provide office and laboratory space, and run analytical chemistry. (Total estimated amount \$27,000)	\$27,000		\$27,000	
Michael Anteau, U.S. Geological Survey. 0.10% FTE. Summer 2018-2020. Scud expert to help design study, mentor two graduate students, and disseminate findings. (Total estimated amount \$32,700)	\$17,600			\$17,600
Hire 2 graduate students through Bemidji State U. Environmental Studies Master's of Science Program. \$62,000 per student, which includes tuition, benefits, and salary for 2 years. (Total estimated amount \$124,000)	\$139,100		\$139,100	
Professional/Technical/Service Contracts	\$92,140	\$29,000	\$63,140	\$0
Contract with Lincoln Bait to provide technical consultation regarding Activity 1 and 2. Lincoln Bait will provide ~400 gallons of scuds at at rate of \$60/gallon. Only provider in Minnesota. (Total estimated amount \$29,000)	\$29,000	\$29,000		
Interagency Agreement with Bemidji State University: Hire 4 Bemidji State University undergraduates to assist with field work and invertebrate counting. BSU has many trained students for invertebrates, and MNDNR has the facilities, microscopes, and invertebrate expertise for supervision. (\$29,120 each of 2 years - Total estimated amount \$58,240)	\$58,240		\$58,240	
Interagency Agreement: Funds to reimburse graduate and undergraduate students for meal expenses FY18-20 (Total estimated amount \$4,900)	\$4,900		\$4,900	
Equipment/Tools/Supplies	\$38,794	\$38,794	\$0	\$0
Activity 1 and 2: waders, temperature, oxygen, and pH meters and solutions; sampling bottles and nets; reagents for water chemistry	\$38,794	\$38,794		
Travel expenses in Minnesota	\$44,066	\$44,066	\$0	\$0
Conferences to present per two activities (\$1333/conference)	\$2,666	\$2,666		
Fleet FY18-20 (25,000 miles @ 0.78/mi; includes loaner and fuel expenses) (Total estimated amount \$19,500)	\$19,500	\$19,500		
Hotels (all personnel) and meal expenses (MNDNR Personnel) FY18-20 (Total estimated amount \$21,900)	\$21,900	\$21,900		
Other	\$17,000	\$17,000	\$0	\$0
Publications in peer-reviewed, open-access journals (4 pubs @ \$2,000 each)	\$8,000	\$8,000		
DNR Direct and Necessary	\$9,000	\$9,000		
COLUMN TOTAL	\$400,000	\$153,160	\$229,240	\$17,600

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
Bemidji State University / Restoring Wetland Invertebrates – Amendment 3**

Contract Start Date:	<u>7/27/2018</u>	Total Contract Amount:	<u>\$ 237,680.00</u>
Original Contract Expiration Date:	<u>6/30/2021</u>	Original Contract:	<u>\$ 222,640.00</u>
Current Contract Expiration Date:	<u>6/30/2021</u>	Previous Amendment(s) Total:	<u>\$ 6,600.00</u>
Requested Contract Expiration Date:	<u>n/a</u>	This Amendment:	<u>\$ 8,440.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources (“DNR”) and Bemidji State University, 1500 Birchmont Dr., Bemidji, MN 56601 (“BSU”).

Recitals

1. The DNR has a contract with BSU identified as contract number 145083 (“Original Contract”) who will assess wetland habitat characteristics and invertebrate amphipods.
2. The Environment and Natural Resources Trust Fund (ENRTF) approved a change to the budget. The change increased the budget to fund each of the project’s two Master’s students through BSU and DNR fleet, decreased the budget for undergraduate student help through BSU and DNR supplies, and eliminated work with the U.S. Geological Society.
3. The DNR and BSU are willing to amend the Original Contract as stated below.

Contract Amendment

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

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

DNR Shall:

Continue to assess wetland habitat characteristics and invertebrate amphipods as described in Revised Exhibit A1, Work Plan, which is attached and incorporated to an incorporated into this agreement.

Megan Fitzpatrick will be the designated DNR Project Coordinator that specifies the minimum and preferred qualifications of students and ensures all students have taken the required safety training (e.g., Defensive Driving, Watercraft Safety, Employee Right to Know, and Tick Prevention) before allowing students to operate state equipment. Fitzpatrick shall provide leadership and give regular direction as to what and how work shall be done, provide technical advice, and final approval for all work. Fitzpatrick will co-advise graduate students and serve on their thesis committees, as well as jointly supervise undergraduate student workers (all employees of BSU). DNR will provide students with the necessary equipment to execute the work, including vehicles and wetland sampling equipment and microscopes. Fitzpatrick will make all equipment and supply purchases for the project.

BSU Shall:

Continue to hire and manage two graduate students through the Environmental Studies Masters of Science Program to assist with assessing wetland habitat characteristics and invertebrate amphipods as described in Revised Exhibit A1 and Revised Exhibit B2 3, Budget which is attached to and incorporated into this agreement, and provide lab space, and run analytical chemistry. BSU will also hire and jointly supervise four undergraduate students.

Carl Isaacson will be the BSU designated Project Coordinator that hires qualified students and manages the students’ finances (i.e., wage, tuition, hotels, and meal reimbursements), and maintains complete, accurate and current financial

records based on the Revised Exhibit B2 3, Budget. Travel and meal reimbursements will be for actual costs and follow the Commissioner’s Plan, which is incorporated by reference.

The Project Coordinator will communicate regularly to ensure satisfactory performance of students.

REVISION 2. Clause 3. **“Consideration and Payment”** is amended as follows:

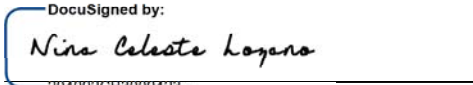
The total obligation of DNR for all compensation and reimbursements to BSU under this agreement will not exceed ~~\$229,240~~ \$237,680.

The DNR will promptly pay BSU after BSU presents an itemized invoice for actual work performed on the project, and the DNR’s Authorized Representative accepts the invoice. The invoice must specify the expense categories and amount spent in each category as shown in Revised Exhibit B2 3.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.


1. STATE ENCUMBRANCE VERIFICATION

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

By: 
 Name: Nina Celeste Lozano
 SWIFT
 PO # 3-137499
 Contr. # 145083 May 27, 2021


3. DEPARTMENT OF NATURAL RESOURCES


Individual with delegated authority

By: 
 Name: David P. Olfelt
 Title: Director, Division of Fish and Wildlife
 Date: June 9, 2021

2. BEMIDJI STATE UNIVERSITY

Individual with delegated authority

By: 
 Name: Karen Snorek
 Title: VP of Finance - Admin
 Date: May 27, 2021

 May 27, 2021

**Revised Exhibit B3, Budget. For BSU Interagency Agreement.
Environment and Natural Resources Trust Fund
M.L. 2018 Budget Spreadsheet**



Project Title: Restoring Wetland Invertebrates to Revive Wildlife Habitat

Legal Citation: M.L. 2018, Chp. 214, Art. 4, Sec. 02, Subd. 08g

Project Manager: Megan Fitzpatrick

Organization: Minnesota Department of Natural Resources

College/Department/Division: Division of Fish and Wildlife

M.L. 2018 ENRTF Appropriation: \$400,000

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Carl Isaacson, Bemidji State University. 0.15% FTE. Summer 2018-2020. Co-advise two graduate students, provide office and laboratory space, and run analytical chemistry. (Total estimated amount \$27,000)	\$27,000		\$27,000	
Michael Anteau, U.S. Geological Survey. 0.10% FTE. Summer 2018-2020. Scud expert to help design study, mentor two graduate students, and disseminate findings. Total estimated amount \$32,700. Update 4/22/2021: USGS providing \$32,700 in-kind support	\$0			\$0
Hire 2 graduate students through Bemidji State U. Environmental Studies Master's of Science Program. \$62,000 per student, which includes tuition, benefits, and salary for 2 years. (Total estimated amount \$124,000)	\$157,790		\$157,790	
Professional/Technical/Service Contracts	\$81,890	\$29,000	\$52,890	\$0
Contract with Lincoln Bait to provide technical consultation regarding Activity 1 and 2. Lincoln Bait will provide ~400 gallons of scuds at a rate of \$60/gallon. Only provider in Minnesota. (Total estimated amount \$29,000)	\$29,000	\$29,000		
Interagency Agreement with Bemidji State University: Hire 4 Bemidji State University undergraduates to assist with field work and invertebrate counting. BSU has many trained students for invertebrates, and MNDNR has the facilities, microscopes, and invertebrate expertise for supervision. (\$29,120 each of 2 years - Total estimated amount \$58,240)	\$47,990		\$47,990	
Interagency Agreement: Funds to reimburse graduate and undergraduate students for meal expenses FY18-20 (Total estimated amount \$4,900)	\$4,900		\$4,900	
Equipment/Tools/Supplies	\$38,336	\$38,336	\$0	\$0
Activity 1 and 2: waders, temperature, oxygen, and pH meters and solutions; sampling bottles and nets; reagents for water chemistry	\$38,336	\$38,336		
Travel expenses in Minnesota	\$53,684	\$53,684	\$0	\$0
Conferences to present per two activities (\$1333/conference)	\$2,666	\$2,666		
Fleet FY18-20 (25,000 miles @ 0.78/mi; includes loaner and fuel expenses) (Total estimated amount \$19,500)	\$29,118	\$29,118		
Hotels (all personnel) and meal expenses (MNDNR Personnel) FY18-20 (Total estimated amount \$21,900)	\$21,900	\$21,900		
Other	\$17,000	\$17,000	\$0	\$0
Publications in peer-reviewed, open-access journals (4 pubs @ \$2,000 each)	\$8,000	\$8,000		
DNR Direct and Necessary	\$9,000	\$9,000		
COLUMN TOTAL	\$400,000	\$162,320	\$237,680	\$0

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Natural Resources, hereinafter referred to as "DNR", and Bemidji State University, hereinafter referred to as "BSU".

Agreement

1 Term of Agreement

- 1.1 *Effective date:* January 1, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* December 31, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

DNR SHALL:

Ensure all workers have taken the required safety training (e.g., Defensive Driving, Towing and Trailer Safety, and Watercraft and Electrofishing training) before allowing workers to operate state equipment.

Provide workers with the necessary equipment to execute the work, including vehicle, boat, and trailer.

BSU SHALL:

Perform the duties specified in Exhibit A, which is attached and incorporated into this agreement.

3 Consideration and Payment

BSU will submit one itemized invoice to the DNR by July 15 of each year for all work completed through June 30 of that year. Payments are in accordance with Exhibit B, which is attached and incorporated into this agreement.

The total obligation of DNR for all compensation to BSU under this agreement will not exceed \$100,078.

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative is Melissa Tremel, Fisheries Research & Policy Manager, 500 Lafayette Rd, St. Paul, MN 55155, 651-259-5231, melissa.tremel@state.mn.us, or his/her successor.

BSU's Authorized Representative is Dr. Andrew Hafs, Associate Professor of Biology, Sattgast Hall 218A, Box #27, Bemidji, MN 56601, 218-755-2789, ahafs@bemidjistate.edu.

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: Marydavelle

Date: 11/19/18

150431 / P 3-143656

3. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: Fabrick Roveis
(with delegated authority)

Title: Deputy Director, Fish & Wildlife

Date: 11/26/18

MCT
11/20/18
BP 11-21-18

2. BEMIDJI STATE UNIVERSITY

By: Jayna Sirock
(With delegated authority)

Title: VP of Finance & Admin.

Date: 11/20/18

Exhibit A

DIETS OF MUSKELLUNGE AND OTHER PISCIVORES IN MINNESOTA LAKES

Duration: 3 years, 1/1/2019 – 12/31/2021

Project Overview:

Muskellunge (*Esox masquinongy*), Northern Pike (*Esox lucius*), Walleye (*Sander vitreus*), and Largemouth Bass (*Micropterus salmoides*) are popular piscivorous gamefish that often coexist naturally or through stocking efforts. Given the high degree of piscivory observed for these species, there is potential for interspecific competition and niche overlap. At times, fisheries biologists and anglers have expressed concerns about the influences of stocking top-level predatory fish on other game fish, or prey fish populations. In particular, impacts of Muskellunge on prey species and as potential competitors with other piscivores remain poorly known, but a recent Minnesota study seems to indicate that population-level effects are limited. Concerns from the public have focused primarily on game fishes (particularly Walleye, Black Crappie (*Pomoxis nigromaculatus*), and Bluegill (*Lepomis macrochirus*)), but impacts on other aquatic biota have also been expressed (e.g. Blanding's turtles in Big Marine Lake). Currently, there is no evidence to indicate that Muskellunge have a significant negative impact on Walleye, Largemouth Bass (*Micropterus salmoides*) and Smallmouth Bass (*Micropterus dolomieu*), or turtle populations, but very few quantitative assessments have been conducted.

This study will be led by Bemidji State University (BSU) in cooperation with MN DNR. Together these partners will gather needed data concerning the diets (feeding niches) and influences of Muskellunge, Walleye, Northern Pike and Largemouth Bass in a set of Minnesota lakes with contrasting prey fish communities. Piscivore diets will be assessed seasonally (spring, summer, late summer/fall) using traditional stomach content analysis. Resulting data will be used to quantify the feeding niches of Muskellunge, Walleye, Northern Pike, and Largemouth Bass in a factorial design comparing lakes with and without Cisco (*Coregonus artedii*) crossed with three types of Muskellunge lakes (native, introduced, or not present; Figure 1).

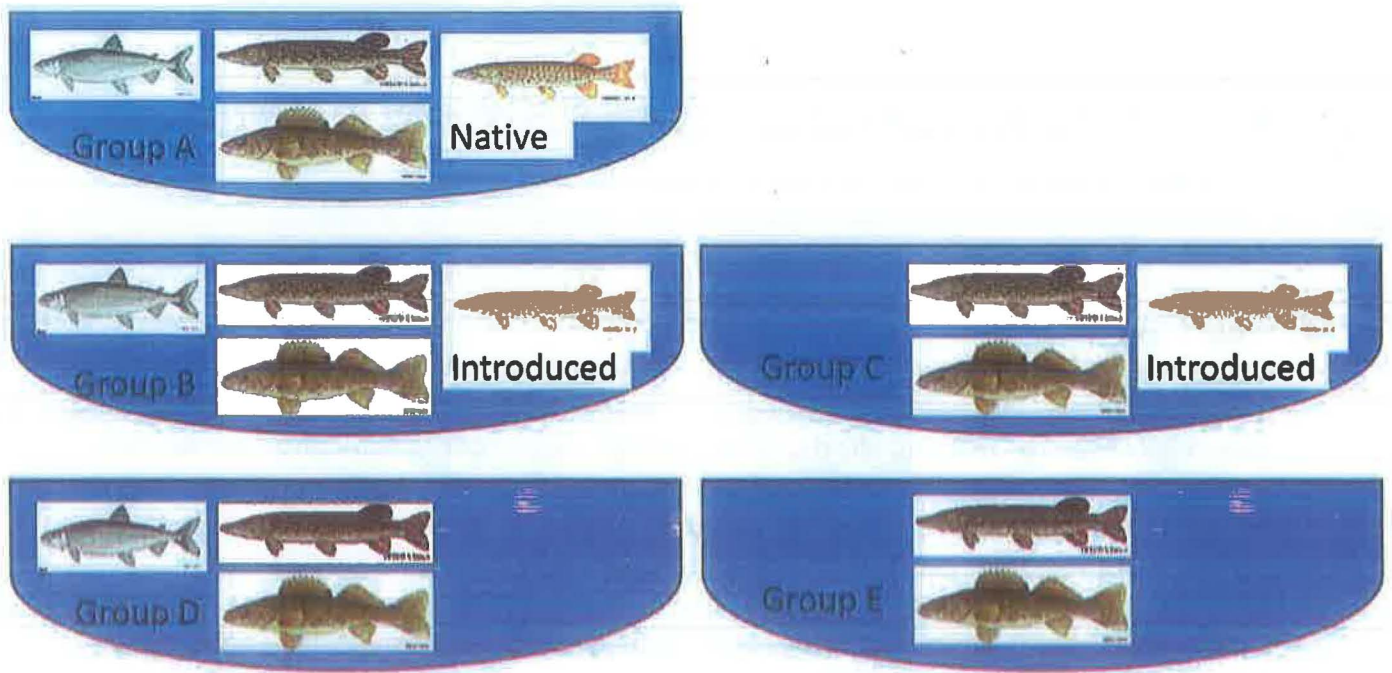


Figure 1. Proposed experimental design where Cisco (present/absent) is crossed with Muskellunge (native, stocked, or absent). A suitable group of study lakes in a native Muskellunge lakes without Cisco category do not exist. Only the Shoepack Lake population and a few remnant low density Muskellunge populations in the Park Rapids and Grand Rapids Fisheries Areas fall in this category. Logistics of working at Shoepack Lake, and our expectation that we will not be able to achieve target sample sizes of Muskellunge in the other lakes precluded including this group of lakes in our study.

Based on the previous data collected in Elk Lake (Herwig et al., unpublished data), we expect Cisco to be an important component of Muskellunge diets in lakes where this species is present/abundant (lakes in group A & B), so we expect lakes without Cisco (group C & D) to be an informative comparison that should reveal the preferences of Muskellunge for alternative prey sources. We predict Muskellunge will have diets dominated by Yellow Perch (*Perca flavescens*) and soft-rayed prey fishes, including White Sucker (*Catostomus commersoni*) and other catostomids, and native cyprinids. We predict that Freshwater Drum (*Aplodinotus grunniens*) may also be an important diet component where they are abundant. We will also attempt to explore the hypothesis that Muskellunge that have long coexisted with a native prey fish community and other native piscivores (Native, group A lakes), may show less niche overlap (reduced interspecific competition for prey resources) compared to lakes where MUE were more recently introduced (and/or receive maintenance stocking; group B & C lakes). We are unsure exactly what form this specialization may take, but perhaps Muskellunge specialize to a greater degree on Cisco in the native lakes. Finally, to isolate the competitive and predatory effects of Muskellunge on Walleye, Northern Pike, and Largemouth Bass, a set of lakes with these piscivores present and Muskellunge absent (group D & E lakes) will be compared to the group A, B, C lakes. If piscivory by Muskellunge on Walleye, Northern Pike, or Largemouth Bass is occurring to a significant extent in any of our study lakes, we should be able to detect it in Muskellunge diets. Evidence for competition between Muskellunge and the other piscivores

could include wider or overlapping niches with Muskellunge when Muskellunge are present, or vastly different isotope niches in the presence of Muskellunge vs. when absent (e.g., Walleye niches shift from higher reliance on pelagic prey fish in the absence of Muskellunge to greater reliance on littoral prey fish in the presence of Muskellunge, just as a theoretical example).

We will sample approximately 1 lake per treatment group on average per year (5 lakes per year) during 2019, 2020, and 2021, for a total of 15 lakes. Specifically, we intend to sample 3 lakes in each group of lakes. Ideally, a range of lake sizes and depths and prey fish community compositions beyond just Cisco presence/absence will be additionally incorporated into our lake selection process, resulting in a broad range of lake and fish community characteristics within each treatment group.

BSU duties, specific methods, and deliverables

1. Using the experimental design outlined in Figure 1, Bemidji State University (BSU) will collect and analyze stomach contents of up to 30 fish each of Muskellunge, Walleye, Northern Pike, and Largemouth Bass in each of three seasons (spring, summer, and fall) in three study lakes in each of the five treatment groups. Piscivorous fish are notorious for having empty stomachs in traditional diet studies examining gut contents, thus additional fish may need to be sampled to reach the goal of 30 fish with diet items in their stomach contents.
2. BSU will make every effort to use routine surveys by the Minnesota Department of Natural Resources to capture fish. Specifically, spring Muskellunge netting and electrofishing during the spawning period will be used when possible. If required sample sizes are not achieved from routine surveys, additional electrofishing, short term gill net sets, and angling will be used to meet targets for all species, lake, and season combinations. A paucity of information is available in regards to the diets of offshore Muskellunge population, therefore BSU will make a concentrated effort to sample these fish, most likely via angling or recruiting volunteer angler from the public.
3. Upon capture, fish will be temporarily immobilized using Smith-Root's Electric fish handling gloves (<https://www.smith-root.com/electrofishers/fhg>), have total length measured and stomach contents will be removed using pulsed gastric lavage. One person will immobilize the fish and massage the stomach while another person will flush the stomach contents out with water into a net or container. Viewing tubes will also be used to check for missed items.
4. All organisms present in the stomach contents will be identified to the lowest taxonomic unit possible and fish will have total length measured for use in length-weight equations.
5. BSU will provide DNR with an estimate of the percent of total weight, percent frequency of occurrence, and percent of total energy for each prey taxon for each piscivore/lake/season combination sampled in each year. This information will be included in a progress report submitted to the DNR by December 31 each year (2019 & 2020). A final project report synthesizing all findings will be submitted to the DNR by December 31, 2021. A copy of the student's completed Master's thesis and all electronic data files associated with the work would be sufficient to fulfill the final reporting requirement.

Exhibit B

BUDGET

Item*	FY19 (Jan 1, 2019 - June 30, 2019)	FY20 (Jul 1, 2019 - June 30, 2020)	FY21 (Jul 1, 2020 - June 30, 2021)	FY22 (Jul 1, 2021 - Dec 31, 2021)	Total
M.S. student @ BSU Salary full year = \$15,000+10%fringe = \$16,500 Tuition full year = \$5,326 Fees full year = \$500	\$11,163	\$22,326	\$22,326	\$11,163	\$66,978
Interns (1) Budgeted at \$12/hr + FICA for 12 weeks/year	\$2,067	\$6,200	\$6,200	\$4,133	\$18,600
Equipment & Supplies - BSU	\$1,000	\$1,000	\$1,000		\$3,000
Travel - BSU (hotel and meals)	\$1,278	\$3,833	\$3,833	\$2,556	\$11,500
FY Sub-Totals & Total Contract	\$15,508	\$33,359	\$33,359	\$17,852	\$100,078

*Fleet is covered in Bemidji Research's local budget. (Primarily using DNR truck.)

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Bemidji State University / Muskellunge Diet Study – Contract #150431 Amendment 2¹

Contract Start Date:	<u>9/1/2019</u>	Total Contract Amount:	<u>\$ 111,446.00</u>
Original Contract Expiration Date:	<u>12/31/2021</u>	Original Contract:	<u>\$ 100,078.00</u>
Current Contract Expiration Date:	<u>12/31/2021</u>	Previous Amendment(s) Total:	<u>\$ -</u>
Requested Contract Expiration Date:	<u>n/a</u>	This Amendment:	<u>\$ 11,368.00</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources (“DNR”) and Bemidji State University, 1500 Birchmont Dr., Bemidji, MN 56601 (“BSU”).

Recitals

1. The DNR has a contract with BSU identified as contract number 150431 (“Original Contract”) who will gather and analyze data concerning the diets and influences of Muskellunge, Walleye, and Northern Pike, and Largemouth Bass in a set of Minnesota Lakes with contrasting prey fish communities.
2. Additional field and laboratory assistance is needed in order to meet project completion deadlines. A second intern will be added to help with study during the 2021 field season and fall semester.
3. The DNR and BSU are willing to amend the Original Contract as stated below.

Contract Amendment

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

REVISION 1. Clause 2. “Scope of Work” is amended as follows:

DNR SHALL:

Ensure all workers have taken the required safety training (e.g.; Defensive Driving, Towing and Trailer Safety, and Watercraft and Electrofishing training) before allowing workers to operate state equipment.

Provide workers with the necessary equipment to execute the work, including vehicle, boat, and trailer.

BSU SHALL:

Continue to Perform the duties specified in Exhibit A, which is attached and incorporated into this agreement.

REVISION 2. Clause 3. “Consideration and Payment” is amended as follows:

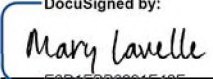
BSU will submit one itemized invoice to the DNR by July 15 of each year for all work completed through June 30 of that year. Payments are in accordance with Revised Exhibit B₁, which is attached and incorporated into this agreement.

The total obligation of DNR for all compensation to BSU under this agreement will not exceed ~~\$100,078~~ \$111,446.00.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

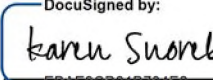
1. STATE ENCUMBRANCE VERIFICATION

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

By: 
E8D1EB88991E42E...
Name: Mary Lavelle **March 4, 2021**
SWIFT
PO # 3-143656
Contr. # 150431

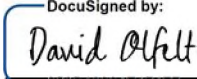
2. BEMIDJI STATE UNIVERSITY

Individual with delegated authority

By: 
EBAE9CD31B704E2...
Name: Karen Snorek
Title: VP of Finance - Admin
Date: March 4, 2021

3. DEPARTMENT OF NATURAL RESOURCES

Individual with delegated authority

By: 
850B10991E174F7...
Name: David P. Olfelt
Title: Director, Division of Fish and Wildlife
Date: March 11, 2021

 **March 4, 2021**

 **March 4, 2021**

Revised Exhibit B1

BUDGET

Item*	FY19 (Jan 1, 2019 - June 30, 2019)	FY20 (Jul 1, 2019 - June 30, 2020)	FY21 (Jul 1, 2020 - June 30, 2021)	FY22 (Jul 1, 2021 - Dec 31, 2021)	Total
M.S. student @ BSU Salary full year = \$15,000+10%fringe = \$16,500 Tuition full year = \$5,326 Fees full year = \$500	\$11,163	\$22,326	\$22,326	\$11,163	\$66,978
Interns (1) Budgeted at \$12/hr + FICA for 12 weeks/year <u>NEW beginning May 2021: Second intern at \$12/hr + FICA for 14 weeks + an intern for 20 hrs/week for 14 weeks during fall semester</u>	\$2,067	\$6,200	\$6,200 \$10,334	\$4,133 \$11,367	\$18,600 \$29,968
Equipment & Supplies - BSU	\$1,000	\$1,000	\$1,000		\$3,000
Travel - BSU (hotel and meals)	\$1,278	\$3,833	\$3,833	\$2,556	\$11,500
<i>FY Sub-Totals & Total Contract</i>	<i>\$15,508</i>	<i>\$33,359</i>	<i>\$33,359</i> <i>\$37,493</i>	<i>\$17,852</i> <i>25,086</i>	\$100,078 \$111,446

*Fleet is covered in Bemidji Research's local budget. (Primarily using DNR truck.)

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This interagency agreement is between the Minnesota Department of Natural Resources - Division of Ecological and Water Resources / Division of Fish and Wildlife (DNR), and Minnesota Department of Agriculture (MDA).

Agreement

1. Term of Agreement

- A. *Effective date:*** July 1, 2019 or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- B. *Expiration date:*** June 30, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Scope of Work

A. DNR

- 1. Analytical Services.** The parties have determined that MDA will provide three different categories of analytical services to DNR as follows:
 - a) General Water Chemistry / Miscellaneous Services
 - b) Fish Contaminant Services
 - c) DNR and MDA – Spills / Kills Pesticide Samples: The DNR and MDA have a need to facilitate the coordination of sampling, testing, and sharing of information between the MDA Laboratory, MDA Pesticide and Fertilizer Management Division (PFMD), and the DNR in cases where pesticide permit misuse is suspected. In such cases, the following persons (or their successors) shall be contacted and kept informed during the course of these incidents: Treeske Ehresmann (MDA), Yoko Johnson (MDA), Lucy Hunt (MDA), Stephanie Ende (MDA), Andrew Murphy (MDA), and Tom Burri (DNR).
- 2. MDA Quality Assurance Manual (QAM) in Lieu of the Quality Assurance Project Plans (QAPPS).** The MDA Laboratory shall maintain its ISO17025 accreditation by American Association of Laboratory Accreditation (A2LA) under this agreement. The DNR shall review the MDA Quality Assurance Manual annually. The QAM shall become part of this agreement by amendment when approved by both parties.
- 3. Number of Parameters.** The number and types of parameters shall be further explained and agreed upon during an annual review using the MDA project checklist. Changes in parameters, procedures and budget will be reviewed and captured in the MOU.
 - a) **General Water Chemistry / Miscellaneous Parameters.** Approximately 3,388 inorganic and organic parameters shall be sent to the MDA for analysis in each of the fiscal years, FY20 and FY21; 6,776 total for both years combined. These parameters shall originate from the Division of Ecological and Water Resources and the Division of Fisheries and Wildlife in the approximate numbers shown in Table 1 and Table 2, respectively. Total cost will be borne by each DNR Division or Section as indicated below. Bottles and other supplies provided to the DNR for general water chemistry by the MDA laboratory are not covered by this contract and will be billed separately.

Table 1. Parameters and Costs (FY20)

DNR Section	# Allowable Parameters	Cost
Section of Fisheries	2,616	\$55,209
Section of Wildlife	620	\$13,085
Div. of Ecological and Water Resources	152	\$3,208
Total	3,388	\$71,502

Table 2. Parameters and Costs (FY21)

DNR Section	# Allowable Parameters	Cost
Section of Fisheries	2,616	\$55,209
Section of Wildlife	620	\$13,085
Div. of Ecological and Water Resources	152	\$3,208
Total	3,388	\$71,502

NOTE: No Rotenone work will be performed under this agreement. Any Rotenone work must be performed under a separate agreement or under an amendment to this agreement.

b) Fish Contaminant Parameters.

DNR shall send approximately 2,200 prepared samples, fish tissue or similar matrix, for Mercury analysis. Approximately 120 of these tissue samples will be analyzed for PCB each fiscal year by MDA. If modification of the ratio of Mercury to PCB samples is necessary, DNR may substitute, with the concurrence of MDA, five (5) Mercury determinations for one (1) PCB determination, or vice versa. Modifications of parameter numbers according to this formula shall be made at no additional cost to DNR.

c) DNR and MDA – Spills / Kills Pesticide Testing Services. The unpredictable nature of environmental spills and wildlife kills (including fish) makes estimating the number of pesticide samples to be analyzed during any given fiscal year difficult. Both parties have legislative authority in the case of wildlife kills associated with possible use or misuse of pesticides. The number of samples and costs associated with sample analysis related to these incidents will be negotiated and agreed upon by both parties.

- 4. Deviation in Parameter Numbers.** If general water chemistry or fish contaminant numbers deviate significantly from the figures described above, additional parameters shall be paid for through amendment of the interagency agreement at rates to be negotiated by the parties. If a new program involving significant sample parameter numbers arises and MDA agrees to analyze them for DNR, payment for these parameters shall be negotiated by both parties and the interagency agreement shall be amended, as necessary. The MDA Quality Assurance Manual will apply to any additional parameters.
- 5. Parameter Re-runs.** If sample results are determined to be in question by the parties, those samples shall be re-analyzed and evaluated for accuracy. In cases where initial results are determined to have been unacceptable (as determined by the MDA quality system protocols), subsequent sample re-runs will not be counted against the number of DNR allowable parameters.
- 6. Technical Liaison.** The technical liaison for DNR for the purposes of this agreement is Tom Burri or successor. He shall serve as liaison for each of the DNR Divisions (Ecological and Water Resources, Fisheries and Wildlife) in their interactions with MDA. Liaison responsibilities include: advising MDA on parameters to be run; reporting limits needed; scheduling sample submittals; how to handle late arrival of samples; determination of acceptability of sample results; when samples need to be re-run; resolving inconsistencies that occur if sample submittals deviate from anticipated practices; negotiating charges if parameter

numbers exceed those outlined in the MOU; approval of invoices for payment; or other changes that are necessary to allow for timely and accurate completion of the analytical services MDA provides under this interagency agreement. Liaison shall review and approve the use of the MDA Quality Assurance Manual.

7. **Coordination of Samples Shipped to MDA.** DNR shall coordinate with MDA to schedule samples on a seasonal basis to the extent that permits and program constraints allow.

B. MDA

- 1) **Laboratory Data Quality and Certification.** MDA shall continue to maintain the ISO17025 accreditation of its quality system to ensure accuracy and precision of all data generated. In the event that MDA Laboratory is unable to maintain ISO17025 accreditation, MDA shall notify DNR.
- 2) **Reporting of Laboratory Results.** MDA Laboratory shall report electronic results to the DNR's technical liaison, or designee, using Excel and Adobe pdf formats. Report shall be within the time frames as established by the programmatic requirements. If requested, MDA will provide DNR quality assurance/quality control data or other information to meet program needs. Written report files are acceptable for short turn-around samples.
- 3) **Record Retention.** MDA shall retain records on-site for a period of five (5) years including all data pertaining to the analytical services performed for DNR under the terms of this agreement, unless specified differently in the record retention schedule.
- 4) **Technical Liaisons.** MDA shall designate Supervisor Treeske Ehresmann or successor as technical liaison for the testing of inorganics, and Supervisor Kathryn Reynolds or successor as technical liaison for the testing of organics.
- 5) **Annual Reports.** Upon request, the MDA shall provide an annual report to the DNR technical liaison detailing the cumulative (year-to-date) number and type of samples analyzed.
- 6) **Emergencies Which Threaten the Health and Welfare of Human or Animal Populations.** Analytical work from MDA and DNR shall be treated equally except for during an emergency which threatens the health and welfare of human or animal populations. In the event of such an emergency, MDA may give precedence to analytical samples associated with the emergency situation; routine DNR general water chemistry, fish contaminant, or groundwater chemistry samples may be delayed. MDA shall take full financial responsibility for sending those DNR time-sensitive samples already in its possession to another laboratory that is able to meet the analytical and quality requirements. If the emergency situation persists and the DNR acquires additional samples that MDA cannot analyze in a timely manner, the DNR has the option, after notifying MDA, to directly forward all or part of its newly acquired general water chemistry, fish contaminant samples, or groundwater chemistry to another laboratory that can meet its analytical needs.

3. Consideration and Payment

A. General Water Chemistry / Miscellaneous Services

DNR Ecological and Water Resources / Fisheries and Wildlife shall provide \$71,502 to MDA in each fiscal year (FY20 and FY21) for analyzing general water chemistry and other miscellaneous parameters, reporting results to DNR, and following all associated protocols described in the MDA Quality Assurance Manual. If there are significant changes anticipated in number of parameters submittals from the previous fiscal year, or other considerations agreed upon by both parties, this interagency agreement shall be amended, as necessary. (See Table 1 and Table 2 in Section 1.c.1 where the projected number of parameter submittals and financial obligations of each Division are indicated).

B. Fish Contaminant Services

DNR-Fisheries and Wildlife shall provide \$159,600 to MDA in each of FY20 and FY21 for analyzing fish contaminant parameters, reporting results to DNR, and following the other associated protocols described in the MDA Quality Assurance Manual. If there are significant changes anticipated in parameter number submittals from the previous fiscal year or other considerations agreed upon by both parties, this interagency agreement shall be amended, as necessary.

C. DNR and MDA - Spills / Kills Pesticide Testing Services.

The DNR Division of Ecological and Water Resources and the DNR Division of Fish & Wildlife shall provide MDA funding in FY20 and FY21 at a cost to be negotiated by both parties at the time of the event. Pesticide analyses associated with environmental spills, and fish/wildlife kills will be determined on an individual case basis. Cost will vary depending on the number of samples, analyze requested, matrices, etc.

4. Conditions of Payment

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

These funds shall be transferred to MDA following quarterly invoices prepared and submitted by MDA during each fiscal year via SWIFT. The amount provided to MDA shall be reduced by the amount of any costs associated with the analysis of any permit samples unable to be analyzed by MDA due to lack of accreditation.

The total obligation of DNR for all compensation and reimbursements to MDA under this agreement will not exceed \$462,204.

5. Authorized Representative

DNR's Authorized Representative is Tom Burri, Limnology Consultant, FAW, 651-259-5179, tom.burri@state.mn.us, or successor.

MDA's Authorized Representative is Treeske Ehresmann, Chemistry/Toxicology Unit Supervisor, 651-201-6576, treeske.ehresmann@state.mn.us, 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 the successor 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 thirty (30) days written notice to the other party.

9. Other Provisions

A. Annual Meetings. Meetings of the technical personnel shall be held at least annually at times and places to be determined by the parties.

B. Management Group. The Management Group for the purposes of this agreement shall be comprised as follows: **DNR** – Tom Burri and **MDA** - Treeske Ehresmann

STATE ENCUMBRANCE VERIFICATION

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

Signed: Mary Lawelle

Date: 6-27-19

Contract # 160805 / PO # 3000154186

DNR-Fisheries and Wildlife
By: [Signature]
(With delegated authority)

Title: Acting Director, Fish & Wildlife

Date: 7/1/2019

Department of Agriculture

By: Andrea Vaubel
(With delegated authority)

Title: Deputy Commissioner

Date: 6/27/19

DNR-Ecological and Water Resources

By: [Signature]
(With delegated authority)

Title: Director

Date: 7/1/19

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources - Division of Ecological and Water Resources / Division of Fish and Wildlife (DNR), and Minnesota Department of Agriculture (MDA).

Recitals

1. The DNR has an agreement with MDA identified as SWIFT Contract Number 160805 ("Original Agreement") to provide analytical service for three different categories.
2. Due to budget constraints, the DNR is eliminating fish contaminant services for FY21 from the agreement.
3. The DNR and MDA 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 2. "**Scope of Work**" is amended as follows:

A. DNR

1. **Analytical Services.** The parties have determined that MDA will provide three different categories of analytical services to DNR as follows:
 - a) General Water Chemistry / Miscellaneous Services
 - b) ~~Fish Contaminant Services~~
 - c) DNR and MDA – Spills / Kills Pesticide Samples: The DNR and MDA have a need to facilitate the coordination of sampling, testing, and sharing of information between the MDA Laboratory, MDA Pesticide and Fertilizer Management Division (PFMD), and the DNR in cases where pesticide permit misuse is suspected. In such cases, the following persons (or their successors) shall be contacted and kept informed during the course of these incidents: Treeske Ehresmann (MDA), Yoko Johnson (MDA), Lucy Hunt (MDA), Stephanie Ende (MDA), Andrew Murphy (MDA), and Tom Burri (DNR).
2. **MDA Quality Assurance Manual (QAM) in Lieu of the Quality Assurance Project Plans (QAPPS).** The MDA Laboratory shall maintain its ISO17025 accreditation by American Association of Laboratory Accreditation (A2LA) under this agreement. The DNR shall review the MDA Quality Assurance Manual annually. The QAM shall become part of this agreement by amendment when approved by both parties.
3. **Number of Parameters.** The number and types of parameters shall be further explained and agreed upon during an annual review using the MDA project checklist. Changes in parameters, procedures and budget will be reviewed and captured in the ~~MOU~~ agreement.
 - a) **General Water Chemistry / Miscellaneous Parameters.**
Approximately 3,388 inorganic and organic parameters shall be sent to the MDA for analysis in each of the fiscal years, FY20 and FY21; 6,776 total for both years combined. These parameters shall originate from the Division of Ecological and Water Resources and the Division of Fisheries and Wildlife in the approximate numbers shown in Table 1 and Table 2, respectively. Total cost will be borne by each DNR Division or Section as indicated below. Bottles and other supplies provided to the DNR for general water chemistry by the MDA laboratory are not covered by this contract and will be billed separately.

Table 1. Parameters and Costs (FY20)

DNR Section	# Allowable Parameters	Cost
Section of Fisheries	2,616	\$55,209
Section of Wildlife	620	\$13,085
Div. of Ecological and Water Resources	152	\$3,208
Total	3,388	\$71,502

Table 2. Parameters and Costs (FY21)

DNR Section	# Allowable Parameters	Cost
Section of Fisheries	2,616	\$55,209
Section of Wildlife	620	\$13,085
Div. of Ecological and Water Resources	152	\$3,208
Total	3,388	\$71,502

NOTE: No Rotenone work will be performed under this agreement. Any Rotenone work must be performed under a separate agreement or under an amendment to this agreement.

b) Fish Contaminant Parameters.

~~DNR shall send approximately 2,200 prepared samples, fish tissue or similar matrix, for Mercury analysis. Approximately 120 of these tissue samples will be analyzed for PCB each fiscal year by MDA. If modification of the ratio of Mercury to PCB samples is necessary, DNR may substitute, with the concurrence of MDA, five (5) Mercury determinations for one (1) PCB determination, or vice versa. Modifications of parameter numbers according to this formula shall be made at no additional cost to DNR.~~

e) b) DNR and MDA – Spills / Kills Pesticide Testing Services. The unpredictable nature of environmental spills and wildlife kills (including fish) makes estimating the number of pesticide samples to be analyzed during any given fiscal year difficult. Both parties have legislative authority in the case of wildlife kills associated with possible use or misuse of pesticides. The number of samples and costs associated with sample analysis related to these incidents will be negotiated and agreed upon by both parties.

4. **Deviation in Parameter Numbers.** If general water chemistry or ~~fish contaminant~~ numbers deviate significantly from the figures described above, additional parameters shall be paid for through amendment of the interagency agreement at rates to be negotiated by the parties. If a new program involving significant sample parameter numbers arises and MDA agrees to analyze them for DNR, payment for these parameters shall be negotiated by both parties and the interagency agreement shall be amended, as necessary. The MDA Quality Assurance Manual will apply to any additional parameters.
5. **Parameter Re-runs.** If sample results are determined to be in question by the parties, those samples shall be re-analyzed and evaluated for accuracy. In cases where initial results are determined to have been unacceptable (as determined by the MDA quality system protocols), subsequent sample re-runs will not be counted against the number of DNR allowable parameters.
6. **Technical Liaison.** The technical liaison for DNR for the purposes of this agreement is Tom Burri or successor. He shall serve as liaison for each of the DNR Divisions (Ecological and Water Resources, Fisheries and Wildlife) in their interactions with MDA. Liaison responsibilities include: advising MDA on parameters to be run; reporting limits needed; scheduling sample submittals; how to handle late arrival of samples; determination of

acceptability of sample results; when samples need to be re-run; resolving inconsistencies that occur if sample submittals deviate from anticipated practices; negotiating charges if parameter numbers exceed those outlined in the MOU agreement; approval of invoices for payment; or other changes that are necessary to allow for timely and accurate completion of the analytical services MDA provides under this interagency agreement. Liaison shall review and approve the use of the MDA Quality Assurance Manual.

7. **Coordination of Samples Shipped to MDA.** DNR shall coordinate with MDA to schedule samples on a seasonal basis to the extent that permits and program constraints allow.

B. MDA

- 1) **Laboratory Data Quality and Certification.** MDA shall continue to maintain the ISO17025 accreditation of its quality system to ensure accuracy and precision of all data generated. In the event that MDA Laboratory is unable to maintain ISO17025 accreditation, MDA shall notify DNR.
- 2) **Reporting of Laboratory Results.** MDA Laboratory shall report electronic results to the DNR's technical liaison, or designee, using Excel and Adobe pdf formats. Report shall be within the time frames as established by the programmatic requirements. If requested, MDA will provide DNR quality assurance/quality control data or other information to meet program needs. Written report files are acceptable for short turn-around samples.
- 3) **Record Retention.** MDA shall retain records on-site for a period of five (5) years including all data pertaining to the analytical services performed for DNR under the terms of this agreement, unless specified differently in the record retention schedule.
- 4) **Technical Liaisons.** MDA shall designate Supervisor Treeske Ehresmann or successor as technical liaison for the testing of inorganics, and Supervisor Kathryn Reynolds or successor as technical liaison for the testing of organics.
- 5) **Annual Reports.** Upon request, the MDA shall provide an annual report to the DNR technical liaison detailing the cumulative (year-to-date) number and type of samples analyzed.
- 6) **Emergencies Which Threaten the Health and Welfare of Human or Animal Populations.** Analytical work from MDA and DNR shall be treated equally except for during an emergency which threatens the health and welfare of human or animal populations. In the event of such an emergency, MDA may give precedence to analytical samples associated with the emergency situation; routine DNR general water chemistry, ~~fish-contaminant~~, or groundwater chemistry samples may be delayed. MDA shall take full financial responsibility for sending those DNR time-sensitive samples already in its possession to another laboratory that is able to meet the analytical and quality requirements. If the emergency situation persists and the DNR acquires additional samples that MDA cannot analyze in a timely manner, the DNR has the option, after notifying MDA, to directly forward all or part of its newly acquired general water chemistry, ~~fish-contaminant samples~~, or groundwater chemistry to another laboratory that can meet its analytical needs.

REVISION 2. Clause 3 "**Consideration and Payment**", Paragraph B, **Fish Contaminant Services**, is amended as follows:

B. Fish Contaminant Services

DNR-Fisheries and Wildlife shall provide \$159,600 to MDA in each of FY20 and ~~FY21~~ for analyzing fish contaminant parameters, reporting results to DNR, and following the other associated protocols described in the MDA Quality Assurance Manual. If there are significant changes anticipated in parameter number submittals considerations agreed upon by both parties, this interagency agreement shall be amended, as necessary.

REVISION 3. Clause 4. **“Conditions of Payment”** is amended as follows:

4. Conditions of Payment

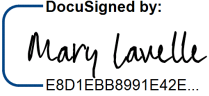
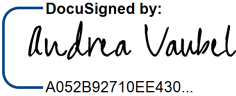
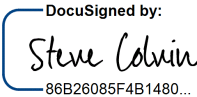

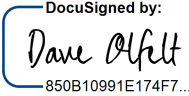
All services provided by MDA under this agreement must be performed to DNR’s satisfaction, as determined at the sole discretion of DNR’s Authorized Representative.

These funds shall be transferred to MDA following quarterly invoices prepared and submitted by MDA during each fiscal year via SWIFT. The amount provided to MDA shall be reduced by the amount of any costs associated with the analysis of any permit samples unable to be analyzed by MDA due to lack of accreditation.

The total obligation of DNR for all compensation and reimbursements to MDA under this agreement will not exceed ~~\$462,204.~~ \$302,604

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

Signatures

Title	Name	Signature	Date	
Accounting Officer Intermediate	Mary Lavelle		July 22, 2020	
Deputy Commissioner	Andrea Vaubel		July 22, 2020	
Director	Steve Colvin		July 22, 2020	
	Director	Dave Olfelt		July 23, 2020

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Minnesota Department of Natural Resources (DNR) and the Minnesota Department of Agriculture (MDA).

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

In 2007, the Minnesota legislature appropriated funding (Minnesota Laws of 2007, Chapter 57) to compensate certified meat processors for processing hunter-harvested deer in Minnesota for donation to food charities. Currently, MDA is the agency that regulates the meat processing industry. The two agencies will work cooperatively to administer the program; however, MDA will have the primary responsibility of tracking, certifying, and reimbursing processors.

DNR duties:

- Publish a guide for donating venison in Minnesota. The guide will be distributed to license agents and meat processors.
- Maintain an active list of certified processors on its website.

MDA duties:

- Solicit participation from certified processors through an application process.
- Share the list of approved processors with DNR for posting on its website.
- Create and maintain all paperwork regarding tracking of donated deer per MS 17.035.
- Reimburse processors up to \$150 for each deer processed.
- Provide receipts and documentation to DNR for auditing purposes.
- When necessary, obtain venison and test samples for lead contamination.

3 Considerations and Payment

DNR will submit forms for an appropriation transfer from the venison donation account (Fund 2000, AppropID R296216) to MN Department of Agriculture (Fund 2000, FinDept ID B0411500, AppropID B045R08) for the lump sum of \$100,000.00, for venison collection and testing, administration of the program, and reimbursement of processors. An additional \$10,000 is available upon request by MDA if additional funds are needed for FY21. After that any changes would be amended to the contract and approved during the year for additional costs incurred. Any funds remaining at the end of the program year(s) will be documented and reported to the DNR, remaining funds will be used for ongoing obligations unless the program ends. As of April 24, 2020, MDA reported an estimated carry over of \$13,198.00 remaining from the current fiscal year; this money will be used for ongoing obligations. If the donation program ends, all remaining funds will be returned to the DNR.

The total obligation of DNR for all compensation and reimbursements to MDA under this agreement will not exceed \$110,000.00 during this fiscal year.

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative is Barbara Keller, State Program Administrative Director, FAW, 500 Lafayette Rd., St. Paul, MN, 55155, 651-259-5198, barbara.keller@state.mn.us, or her successor.

Agriculture's Authorized Representative is Nicole Neeser, Dairy and Meat Inspection Division Director, 625 Robert St. N. St. Paul, MN, 55155, 651-201-6225, nicole.neeser@state.mn.us, or her successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Mary Lavelle
E8D1E8B8991E42E...
Date: June 25, 2020

Contract #: 178959

2. DEPARTMENT OF AGRICULTURE

DocuSigned by:
By: Petersen, Thomas E.
4109BAE109E047C
Thom Petersen

Title: Commissioner, MDA
Date: June 25, 2020

3. DEPARTMENT OF NATURAL RESOURCES

DocuSigned by:
By: David Olfelt
850B10991E174F7...
Dave Olfelt

Title: Division Director, FAW
Date: June 30, 2020

DS
LEM June 25, 2020

DS
MLL June 30, 2020

DS
DS June 25, 2020

FY21 Interagency Agreement

State of Minnesota

SWIFT Contract No: 179403

SWIFT Purchase Order No: 3000173556

This agreement is between the Minnesota Department of Natural Resources (DNR) and the Minnesota Department of Administration Plant Management Division (Central Mail).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** July 1, 2020, or the date all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, are obtained, or 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

Central Mail will receive print files from the Department of Natural Resources for the production and processing of postcard mailings on behalf of the DNR. The print jobs will be printed and delivered to the United States Postal Service (USPS) within a timeframe agreed to by both parties.

Under this agreement, the DNR agrees to reimburse Central Mail for the cost of the printing and processing for mail of all postcards for the DNR. In order to qualify for the quantity presort rate, the DNR will guarantee a minimum of 500,000 postcards will be sent to Central Mail for addressing in the dates described above.

Central Mail will:

- 2.1 Complete all postcard printing jobs by the agreed upon timelines;
- 2.2 Provide assistance with any redesign or modifications to the mail piece that may be needed throughout the agreement period to achieve the lowest possible postage rate;
- 2.3 Perform any required address hygiene work to achieve the lowest possible postage rates;
- 2.4 Track the quantity of postcards printed and mailed within the billing period. Complete the National Change of Address (NCOA) for each job as required by the USPS;
- 2.5 Provide an exception report of the addresses deemed as undeliverable;
- 2.6 Provide the DNR with a monthly report which itemizes the volume of each mailing completed;
- 2.7 Bill the DNR monthly with an itemized invoice of the volume of printed, completed and production processes, including address hygiene and bulk zip code sorting, based on the rates agreed upon in this document.

DNR will:

- 2.8 Define the requirements for each job submitted;
- 2.9 Coordinate the timely transmission of the necessary print output files from DNR to Central Mail to enable the printing of the jobs;
- 2.10 Provide the pre-printed postcard stock, and arranging for the timely delivery of stock the DNR, or the DNR print vendor, to Central Mail, upon request by Central Mail;
- 2.11 Reimburse Central Mail, upon receipt of the monthly bill for services provided under this agreement.

Both parties to this agreement agree that any additions to the scope of the project will require an executed amendment to this agreement.

3 Consideration and Payment

- 3.1 DNR will compensate Central Mail for the printing jobs completed based on the rates set by the Department of Administration and approved by Minnesota Management and Budget. The FY20-21 rates that are effective as of July 1, 2020 are listed in Attachment A

Itemized invoices will be filed in arrears, not more often than monthly.

Payment should be made directly to: Vendor: G020000000 Location: 009 Address: 9

4 Conditions of Payment

- 4.1 All services provided by Central Mail under this agreement must be performed to the satisfaction of DNR, as determined at the sole discretion of the DNR Authorized Representative.

5 Authorized Representative

- 5.1 Central Mail's Authorized Representative is Catherine Cheesebrow (or his/her successor), Central Mail Supervisor, 395 John Ireland Blvd, G-60, Saint Paul MN 55155. 651-296-6802.
- 5.2 DNR's Authorized Representative is Steve Michaels, DNR Licensing Program Director (or his/her successor), 500 Lafayette Rd, Saint Paul MN 55155. 651-355-0150.

6 Amendments

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

7 Liability

- 7.1 Each party will be responsible for its own act and behavior and the results thereof.

8 Termination

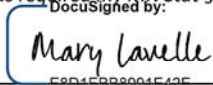
- 8.1 Either party may terminate this agreement at any time, with or without cause, upon 30 days written notice to the other party.

9 Data Practices

- 9.1 Each party must comply with the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes 13, US Code title 18§2721, and Minnesota Statutes sections 168 and 171, as it applies to all data furnished to or by a party to this agreement, and as it applies to all data received by Central Mail under this agreement. Central Mail accepts responsibility for providing adequate supervision and training to its employees to ensure compliance with the Data Practices Act and all applicable state and federal laws.

1 STATE ENCUMBRANCE VERIFICATION

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

Signed:  _____
DocuSigned by:
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Date: June 30, 2020

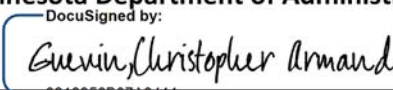
2 Minnesota Department of Natural Resources

By:  _____
DocuSigned by:
850B10904E174F7...

Title: Division Director, FAW

Date: June 30, 2020

3 Minnesota Department of Administration

By:  _____
DocuSigned by:
6218330607A8411...
(with delegated authority)

Title: Director

Date: June 30, 2020

 _____
DS
June 30, 2020

Attachment A – Rate Sheet

FY20-21 rates effective as of July 1, 2020

SERVICE	RATE
Set up and data import	\$51 1x per week, per job
NCOA, address standardization and Zip+4	\$15.00 per 1,000
Addressing	\$17.50 per 1,000
Customization	\$6.50 per 1,000
Custom – Indicia	\$6.50 per 1,000
Sort / Bar Code Quantity Rate	\$0.010 per piece

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

Pursuant to Minnesota Statutes, Sections 16B.04 and 471.59, this is an agreement between the Department of Administration (ADMIN) and the Department of Natural Resources (DNR).

1. Services to be Performed:

The Office of Enterprise Sustainability (OES) will support state agencies' efforts to fulfill the sustainability goals outlined in the Executive Order 19-27 by managing sustainability metrics and reporting (e.g. Sustainability Reporting Tool); educating on sustainability best practices; assisting with development of their sustainability plans; administering the Productivity Loan Fund; publishing an annual report; and providing other technical assistance.

2. Authorized Agents:

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

ADMIN: Erin Campbell, Assistant Commissioner, or her successor, Room 200, 50 Sherburne Ave., Saint Paul, MN 55155, (651) 201-2561

DNR: Barb Naramore, Deputy Commissioner, 500 Lafayette Rd. N, Saint Paul, MN 55155 (651) 259-5033

3. Consideration and terms of Payment

In consideration for sustainability services provided, DNR agrees to contribute to this effort as follows:

- If the method of payment is an appropriation transfer, the SWIFT accounting codes are: Fund 2001, FinDeptID G021ADMN, Approp ID G027203
- If paying by invoice, the coding will be the same as above except that the FinDeptID will be G0231009
- Please submit the following amounts not later than July 22nd of each fiscal year:
FY 2020: **\$52,400** FY 2021: **\$52,400** Total for the biennium: **\$104,800**

4. Terms of Agreement

This agreement is effective July 1, 2019 and shall remain in effect until June 30, 2021.

5. Amendments

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

Approved:

Department of Administration

Department of Natural Resources

By: <u>Erin Campbell</u>	By: <u>Barb Naramore</u>
Title: <u>Assistant Commissioner</u>	Title: <u>Deputy Commissioner</u>
Date: <u>6-24-19</u>	Date: <u>6/24/19</u>

Contract #159900 KM 6/21/19 (transfer of funds)

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT BETWEEN THE
DEPARTMENT OF NATURAL RESOURCES AND
OFFICE OF THE ATTORNEY GENERAL
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 Minnesota Statutes Section 8.15, subdivision 3, the Attorney General is authorized to enter into agreements with executive branch and quasi-state agencies, including the Department of Natural Resources (“DNR”), to provide legal services; and

WHEREAS, the DNR needs legal services in order to administer and deliver its programs in Minnesota; and

NOW, THEREFORE, IT IS AGREED:

1. **Scope:** The DNR agrees to pay to the Attorney General’s Office (“AGO”) in FY 2021 (July 1, 2020 through June 30, 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 the DNR 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 the DNR and the Attorney General acknowledge that the hourly rates in this Agreement are based on the hourly rates charged by the AGO for services to state agencies. Provided, however, that the DNR reserves the right to contest a bill or a portion of a bill for legal services. The AGO agrees to provide DNR with a report of legal services prior to preparing an invoice. DNR shall promptly notify the AGO of its intent to dispute a portion of the report and the basis for its dispute. If the DNR contests a portion of a report the parties will try to promptly resolve the issue.
2. **Provision of Services:** The AGO shall provide legal services to the DNR in accordance with Minnesota Statutes Section 8.06, except those duties, if any, delegated to the DNR or provided by outside counsel under Section 8.06. The scope of legal services to be provided includes all matters pertaining to the DNR’s official duties, including representation in litigation or other legal proceedings, provision of legal advice and assistance, and provision of other legal needs as may be necessary. Pursuant to Section 8.06, the AGO may, with prior consent of the DNR, authorize outside counsel to be employed to provide legal services to the DNR. Upon request, the AGO agrees to make representative(s) available to meet with the DNR to review priorities for legal services.
3. **Terms of Payment:** Except as provided in paragraph 1, the DNR shall process payments to the AGO for legal services provided to it. The amount of payment(s) will be based on

monthly billings for actual services provided at the rates agreed upon in paragraph 1 of this Agreement.

In addition, the DNR will pay for legal costs and expenses associated with the provision of legal services as provided in paragraph 7 of this Agreement. Invoices from third parties for these costs and expenses will be forwarded by the AGO to the DNR's Authorized Financial Agent promptly upon receipt. For purposes of this paragraph, the DNR's Authorized Financial Agent is Mary Robison, Director of Management and Budget Services.

4. **Transfer Mechanism:** Except as provided in paragraph 1, monthly payments shall be made by the DNR to the AGO based on billings for hours of service provided for legal work. The payment(s) shall be made within 30 days of the date of the monthly billing. The first monthly billing to the DNR under this Agreement will cover the period of time commencing July 1, 2020.
5. **Reporting:** Hours of legal services and a description of work performed by matter for legal services provided under this Agreement will be recorded by AGO staff for inclusion in the AGO payroll system. The AGO will provide the DNR with a report of all hours of service provided together with a description of the work performed by matter under this Agreement on a monthly basis. Monthly, the AGO will provide a billing report to the DNR, including the total number of hours identifiable by case, work performed, and a requested payment amount. The first monthly billing report to the DNR under this Agreement will cover the period of time commencing July 1, 2020.

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

The AGO shall also provide a monthly Report to the DNR detailing the status of all DNR matters in which the AGO is representing the DNR. The Report shall be sent to the DNR Commissioner, Deputy Commissioner, and General Counsel on or before the 25th day of each month.

If the Minnesota Department of Management and Budget ("MMB") refers a matter to the AGO for representation by the AGO that would result in the opening of a file that will be billed to DNR, the AGO will provide notice within three working days. Five days after providing notice to DNR, the AGO may immediately proceed with the legal representation referred by MMB unless and until DNR notifies the AGO that work should not commence or continue – in which event the AGO will cease billing on the file unless the failure to perform work would significantly prejudice the defense or prosecution of a claim. The AGO will provide the DNR with status reports on MMB-referred matters as part of the AGO's normal reporting process.

6. **Legal Costs and Expenses:** Litigation costs and expenses under \$2,500.00, including, but not limited to, the cost of filing legal documents and hiring expert witnesses and court reporters will be paid directly by the DNR and will not come from the funds identified to be paid to the 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 the Office of Management and Budget Services (“OMBS”) in the DNR and the DNR General Counsel before such special expenses or obligations are incurred. Litigation costs and expenses exceeding \$2,500.00 will be paid directly by the DNR and must be approved by OMBS and DNR’s General Counsel before costs are incurred. All mediation, arbitration, and other professional services agreements and amendments thereto must be executed by OMBS in the DNR before costs are incurred. DNR will be the only contact for these agreements. To the extent that the AGO receives an invoice for services rendered under this paragraph, the AGO will submit said invoice to the DNR Authorized Financial Agent promptly upon receipt. For purposes of this paragraph, the DNR’s Authorized Financial Agent is Mary Robison, Director of Management and Budget Services.
7. **Estimated Amount:** The total cost of legal services to be provided to the DNR by the AGO in FY 2021 is estimated by the DNR and the AGO to be \$800,000. This amount of AGO legal services is merely an estimate and actual billings will be based on work performed by the AGO on behalf of the DNR.
8. **Insufficient Funding:** The DNR will endeavor in good faith to pay for the total amount of legal services actually rendered to it by the AGO. However, if the DNR 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, the DNR shall immediately so notify the AGO. The parties acknowledge that a new or supplemental appropriation may be necessary, and MMB, the DNR and the AGO shall work cooperatively to obtain any necessary increased or supplemental funding. The parties agree that the DNR’s obligation to pay for the cost of AGO legal services does not require the DNR 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 the DNR 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.
9. **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.

10. **Authorized Agent:** The authorized agent of the AGO for purposes of this Agreement is Oliver Larson, Assistant Attorney General – Manager of the Environmental & Natural Resources Division. The DNR’s authorized agent for purposes of this Agreement is Barb Naramore, Deputy Commissioner.

APPROVED:


**DEPARTMENT OF NATURAL
RESOURCES**

By: Barb Naramore
Digitally signed by Barb Naramore
Date: 2020.06.30 08:34:41 -05'00'

Title: Deputy Commissioner

Date: June 30, 2020

**OFFICE OF THE ATTORNEY
GENERAL**

By: 

Title: Oliver Larson MGR-FNR

Date: 6/30/20

**MINNESOTA MANAGEMENT &
BUDGET**

By: Eric Hallstrom
Digitally signed by Eric Hallstrom
Date: 2020.06.30 18:58:11 -05'00'

Title: Deputy Commissioner

Date: June 30, 2020

Contract # 179325
PO # 3-173421 KM 6/29/2020

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Corrections, Institution Community Work Crew (ICWC) (hereinafter "DOC") and Department of Natural Resources, (hereinafter "DNR"), 056956 Scenic Hwy 7, Bigfork, MN 56628.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* June 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 *Extension:* This agreement may be extended as written for up to 2 years past the end of the expiration date outlined in 1.2.

2 Scope of Work

DOC will provide staff, equipment, materials, offender labor, and any necessary training to do general maintenance work at Bear Lake, Lost Lake, Owen Lake, Larson Lake, Button Box, Thistledeew, Togo and Stony Brook Campgrounds as per exhibit A, which is attached and incorporated into this agreement by reference. Supervision of crews to be provided by DOC staff.

DOC will provide crew leaders(s) who will supervise up to 10 offender crewmembers for each mutually agreed upon work day, including the hour's crew leaders spend on daily preparation, travel and communication.

DNR staff will provide direction to crew leaders on the general maintenance to be provided. DNR will conduct periodic inspections of the work to ensure that maintenance standards are being met as per exhibit A. DNR may provide start-up consumable supplies as agreed upon by both parties.

3 Consideration and Payment

DNR agrees to pay the DOC for all services performed by the DOC under this contract as follows: Cost per week of work expressed in Exhibit A will be \$1038.46 each week for 26 weeks. See attached schedule under Exhibit A. Payment shall be made by the DNR to the DOC in two payments. DOC shall submit one invoice for work done from July 1, 2017 through December 30, 2017. DOC shall submit one invoice for work done from January 1, 2018 through June 30, 2018. Total cost per each fiscal year's 26 weeks is not to exceed \$26,999,96.

4 Conditions of Payment

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

5 Authorized Representative

DOC's Authorized Representative is Terry Byrne, District Supervisor, 1450 Energy Park Drive #200, St. Paul, MN 55108, 651/361-7127 or his successor.

DNR's Authorized Representative is Jordan Schaefer, State Park Manager, 056956 Scenic Hwy 7, Bigfork, MN 56628, 218/743-3363, or his successor.

6 Amendments

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

7 Liability

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

8 Termination

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

9 News Media

DNR must comply with DOC policy 303.110 regarding incarcerated offender contact with the public news media. DNR must comply with DOC policy 101.310 regarding any potential public news media contact regarding this contract. Referenced DOC policies are located on the DOC website (www.doc.state.mn.us) and are incorporate by reference.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Melissa Dorey

Date: 6.12.17

PO# 3-114715 Contract# 126262

2. MN Department of Corrections

By: [Signature]
(With delegated authority)

Title: Deputy Commissioner

Date: 5/24/17

3. Minnesota Department of Natural Resources

By: [Signature]
(with delegated authority)

Title: Deputy Director

Date: 6/12/2017

en
06/12/17

Exhibit A.

Schedule:

- Week of July 1, 2017 through the week of October 21, 2017. 17 weeks.
- Week of April 28, 2018 through the week of June 30, 2018. 9 weeks.

Maintenance: Buildings

- Before May 1st, each vault toilet will be thoroughly cleaned including washing walls and sweeping roofs.
- Toilets will be inspected, stocked with toilet paper and cleaned 2 days per week from September 1, 2017 – October 21, 2017. One of the days must be Thursday or Friday to prepare for weekend use.
- Toilets will be inspected, stocked with toilet paper and cleaned 3 days per week from July 1, 2017 – August 31, 2017 and May 16, 2018 to June 30, 2018. One of these days must be Thursday or Friday to prepare for weekend use.
- As needed 4th day per week may be added to accommodate Holiday weekends.
- Report any building damage or facility maintenance needs directly to the Scenic State Park Manager or Assistant Manager.

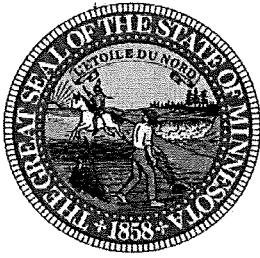
Maintenance: Grounds

- From September 1, 2017 – October 21, 2017 fire rings are to be checked, cleaned and have trash removed every 2 weeks or as needed. Ashes are to be disposed of at a designated on-site location.
- From July 1, 2017 – August 31, 2017 and May 16, 2018 to June 30, 2018 fire rings are to be checked, cleaned and have trash removed every 2 weeks or as needed. Ashes are to be disposed of at a designated on-site location.
- Fire Rings will be reset and leveled as needed. If fire rings are damaged, missing or need to be replaced, notify DNR Authorized representative...
- From July 1, 2017 – August 31, 2017 and May 16, 2018 to June 30, 2018 campsites and day use areas are to be mowed on a 2 week rotation. From September 1, 2017 – October 21, 2017 mowing will be done as needed.
 - o Mowing includes: sting trimming around posts, picking litter in the campground, entrance road and day use area and filling pot holes in campground spurs as needed.
- From July 1, 2017 – August 31, 2017 and May 16, 2018 to June 30, 2018 haul garbage weekly from the 6 garbage cans at Button Box to the dumpster at Togo Horse Camp or another campground dumpster.
- MFC-Togo will cut and remove hazard trees. Trees will be identified and mapped by Scenic Park Staff annually and reported to Vendor Supervisor. Branches are to be removed from the site or dispersed in a way they do not create a visual nuisance. MFC-Togo will insure that crew leads have meet there chainsaw operation training requirements.
- On roadways and in campsite spurs, trees and limbs will be trimmed up to 14 feet. Live, undamaged trees should not be removed to facilitate this.

- As directed by the DNR Authorized representative place beach buoys at the swimming areas at Bear Lake, Thistledeew and Owen Lakes. Approximate date for this will be on or before the last Friday before Memorial Day and remove them no later than the 2nd Friday after Labor Day. Buoys will be inspected and cleaned after removal. If the buoys are damaged the DNR authorized representative will be notified.

Maintenance: Horse Campgrounds (Stoney Brook and Togo) – To be done in addition to grounds and building maintenance.

- Empty 9 manure bunkers as needed. Generally 5 times per season. Disposal location to be determined.
- Repair / replace wheelbarrows as needed. If replacement is necessary contact the Scenic State Park Manger or Assistant Park Manager
- Tighten overhead tie lines as needed
- Repair broken tie line posts as soon as reported or close site until post can be repaired. Report any campsite closures directly to Scenic State Park Manager or Assistant Park Manager.



Purchase Order



Natural Resources Department
PAT Central Office

Approved

Phone Dispatch

Table with 4 columns: Purchase Order, Date, Revision, Page; Payment Terms, Freight Terms, Ship Via, Event ID; Buyer, Phone, Currency, Agency Reference.

Vendor: P780000000
CORRECTIONS DEPT
BOX 4719
ST PAUL MN 55101-6719
United States

Ship To: DNR PAT ST PAUL
500 LAFAYETTE RD
ST PAUL MN 55155-4039
United States

Attention: Not Specified

Bill To: DNR PAT ST PAUL
500 LAFAYETTE RD
ST PAUL MN 55155-4039
United States

Tax Exempt?

Tax Exempt ID:

Replenishment Option: Standard

Main line items table with columns: Line - Sch, Item/Description, Manufacturer Name, Quantity, UOM, PO Price, Extended Amt, Due Date.

DIST: 1

Chartfields

Chartfields table with columns: Status, Percentage, PO Qty, Amount.

GL Unit table with columns: GLUnit, Account, Fund, Dept, Budget Yr.

Details/Tax

Details/Tax table with columns: BaseAmt, BaseCurrency, Currency, Location, Consigned.

Contract ID: 00000000000000000000126262

Contract Line: 1

Schedule Total 26999.96

Item Total 26999.96

Total PO Amount 26999.96

- 1. Show the purchase order number on invoice and all tags, packages and correspondence.
2. This purchase order incorporates by reference all terms, conditions and specifications of the Contract, the RFP/RFB and vendor's response.
3. All deliveries hereunder shall comply with all applicable State of Minnesota and Federal laws.
4. Invoicing must match line items on the purchased order.
5. DO NOT CHARGE SALES TAX unless otherwise instructed to do so on this purchase Order or the solicitation document.
6. Payment terms are Net 30 unless a discount is offered for early payment.

Issuer certifies that funds have been encumbered and appropriate approvals have been obtained.

Unauthorized

Contract Start Date:	<u>July 1, 2017</u>	Total Contract Amount:	<u>\$53,999.92</u>
Original Contract Expiration Date:	<u>June 30, 2018</u>	Original Contract:	<u>\$26,999.96</u>
Current Contract Expiration Date:	<u>June 30, 2018</u>	Previous Amendment(s) Total:	<u>\$0</u>
Requested Contract Expiration Date:	<u>June 30, 2019</u>	This Amendment:	<u>\$26,999.96</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources (hereinafter "DNR") and Minnesota Department of Corrections, Institution Community Work Crew (ICWC) (hereinafter "DOC").

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 126262 ("Original Contract") to the Minnesota Department of Corrections, Institution Community Work Crew (hereinafter "DOC")
2. SWIFT contract number 126262 is being amended to provide a deadline extension to continue on tasks set out in the original agreement. The DNR is in need of this program to continue until June 30, 2019
3. The DNR and the Department of Corrections (ICWC) are willing to amend the Original Contract as stated below.

Contract Amendment #1

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

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

1 Term of Agreement

- 1.1 *Effective date:* July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* ~~June 30, 2018~~ June 30, 2019, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 *Extension:* This agreement may be extended as written for up to 2 years past the end of the expiration date outlined in 1.2.

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

2 Scope of Work

DOC will provide staff, equipment, materials, offender labor, and any necessary training to do general maintenance work at Bear Lake, Lost Lake, Owen Lake, Larson Lake, Button Box, Thistledeew, Togo and Stony Brook Campgrounds as per ~~exhibit A~~ exhibit B, which is attached and incorporated into this agreement by reference. Supervision of crews to be provided by DOC staff.

DOC will provide crew leaders(s) who will supervise up to 10 offender crewmembers for each mutually agreed upon work day, including the hour's crew leaders spend on daily preparation, travel and communication, to work at the discretion of DNR Staff.

DNR staff will provide direction to crew leaders on the general maintenance to be provided. DNR will conduct periodic inspections of the work to ensure that maintenance standards are being met as per ~~exhibit A~~ Exhibit B. DNR may provide start-up consumable supplies as agreed upon by both parties.

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

3. Consideration and Payment

DNR agrees to pay the DOC for all services performed by the DOC under this contract as follows:
Cost per week of work expressed in ~~Exhibit A~~ Exhibit B will be \$1038.46 for 26 weeks. See attached schedule under ~~Exhibit A~~ Exhibit B. Payment shall be made by the DNR to the DOC in two payments. DOC shall submit one invoice for work done from July 1, 2017 through December 30, 2017. DOC shall submit one invoice for work done from January 1, 2018 through June 30, 2018; DOC shall submit one invoice for work done from and July 1, 2018 through December 31, 2018. DOC shall submit one invoice for work done from January 1, 2019 through June 30, 2019. Total cost per each fiscal year's 26 weeks is not to exceed \$26,999.96. The total of this agreement is not to exceed \$53,999.92.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: APK
Date: 3-5-18
SWIFT Contract No. 126262

PO 3-114715

3. CONTRACTOR STATE AGENCY (DNR)

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

By: [Signature]
Title: Deputy Director
Date: 03/26/2018

By: _____
Title: _____
Date: _____

2. STATE AGENCY (DOC)

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

By: [Signature]
(with delegated authority)
Title: Deputy Commissioner
Date: 3-19-18

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: N/A
Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy

Exhibit A.

Schedule:

- Week of July 1, 2017 through the week of October 21, 2017. 17 weeks.
- Week of April 28, 2018 through the week of June 30, 2018. 9 weeks.

Maintenance: Buildings

- Before May 1st, each vault toilet will be thoroughly cleaned including washing walls and sweeping roofs.
- Toilets will be inspected, stocked with toilet paper and cleaned 2 days per week from September 1, 2017 - October 21, 2017. One of the days must be Thursday or Friday to prepare for weekend use.
- Toilets will be inspected, stocked with toilet paper and cleaned 3 days per week from July 1, 2017 - August 31, 2017 and May 16, 2018 to June 30, 2018. One of these days must be Thursday or Friday to prepare for weekend use.
- As needed 4th day per week may be added to accommodate Holiday weekends.
- Report any building damage or facility maintenance needs directly to the Scenic State Park Manager or Assistant Manager.

Maintenance: Grounds

- From September 1, 2017 - October 21, 2017 fire rings are to be checked, cleaned and have trash removed every 2 weeks or as needed. Ashes are to be disposed of at a designated on-site location.
- From July 1, 2017 - August 31, 2017 and May 16, 2018 to June 30, 2018 fire rings are to be checked, cleaned and have trash removed every 2 weeks or as needed. Ashes are to be disposed of at a designated on-site location.
- Fire Rings will be reset and leveled as needed. If fire rings are damaged, missing or need to be replaced, notify DNR Authorized representative...
- From July 1, 2017 - August 31, 2017 and May 16, 2018 to June 30, 2018 campsites and day use areas are to be mowed on a 2 week rotation. From September 1, 2017 - October 21, 2017 mowing will be done as needed.
 - o Mowing includes: sting trimming around posts, picking litter in the campground, entrance road and day use area and filling pot holes in campground spurs as needed.
- From July 1, 2017 - August 31, 2017 and May 16, 2018 to June 30, 2018 haul garbage weekly from the 6 garbage cans at Button Box to the dumpster at Togo Horse Camp or another campground dumpster.
- MFC-Togo will cut and remove hazard trees. Trees will be identified and mapped by Scenic Park Staff annually and reported to Vendor Supervisor. Branches are to be removed from the site or dispersed in a way they do not create a visual nuisance. MFC-Togo will insure that crew leads have meet there chainsaw operation training requirements.
- On roadways and in campsite spurs, trees and limbs will be trimmed up to 14 feet. Live, undamaged trees should not be removed to facilitate this.

- As directed by the DNR Authorized representative place beach buoys at the swimming areas at Bear Lake, Thistledeew and Owen Lakes. Approximate date for this will be on or before the last Friday before Memorial Day and remove them no later than the 2nd Friday after Labor Day. Buoys will be inspected and cleaned after removal. If the buoys are damaged the DNR authorized representative will be notified.

Maintenance: Horse Campgrounds (Stoney Brook and Togo) – To be done in addition to grounds and building maintenance.

- Empty 9 manure bunkers as needed. Generally 5 times per season. Disposal location to be determined.
- Repair / replace wheelbarrows as needed. If replacement is necessary contact the Scenic State Park Manger or Assistant Park Manager
- Tighten overhead tie lines as needed
- Repair broken tie line posts as soon as reported or close site until post can be repaired. Report any campsite closures directly to Scenic State Park Manager or Assistant Park Manager.

Exhibit B.

Schedule:

- Week of July 1, 2018 through the week of October 15, 2018. 16 weeks.
- Week of April 28, 2019 through the week of June 30, 2019. 10 weeks.

Maintenance: Buildings

- Before May 1st, each vault toilet will be thoroughly cleaned including washing walls and sweeping roofs.
- Toilets will be inspected, stocked with toilet paper and cleaned 2 days per week from September 4, 2018 – October 21, 2018. One of the days must be Thursday or Friday to prepare for weekend use.
- Toilets will be inspected, stocked with toilet paper and cleaned 3 days per week from July 1, 2018 – September 3, 2018 and May 13, 2019 to June 30, 2019. One of these days must be Thursday or Friday to prepare for weekend use.
- As needed 4th day per week may be added to accommodate Holiday weekends.
- Report any building damage or facility maintenance needs directly to the Scenic State Park Manager or Assistant Manager.

Maintenance: Grounds

- From September 4, 2018 – October 21, 2018 fire rings are to be checked, cleaned and have trash removed every 2 weeks or as needed. Ashes are to be disposed of at a designated on-site location.
- From July 1, 2018 – September 3, 2018 and May 13, 2019 to June 30, 2019 fire rings are to be checked, cleaned and have trash removed every 2 weeks or as needed. Ashes are to be disposed of at a designated on-site location.
- Fire Rings will be reset and leveled as needed. If fire rings are damaged, missing or need to be replaced, notify DNR Authorized representative...
- From July 1, 2018 – September 3, 2018 and May 13, 2019 to June 30, 2019 campsites and day use areas are to be mowed on a 2 week rotation. From September 4, 2018 – October 21, 2018 mowing will be done as needed.
 - o Mowing includes: sting trimming around posts, picking litter in the campground, entrance road and day use area and filling pot holes in campground spurs as needed.
- From July 1, 2018 – September 3, 2018 and May 13, 2019 to June 30, haul garbage weekly from the 6 garbage cans at Button Box to the dumpster at Togo Horse Camp or another campground dumpster.
- MFC-Togo will cut and remove hazard trees. Trees will be identified and mapped by Scenic Park Staff annually and reported to Vendor Supervisor. Branches are to be removed from the site or dispersed in a way they do not create a visual nuisance. MFC-Togo will insure that crew leads have meet there chainsaw operation training requirements.
- On roadways and in campsite spurs, trees and limbs will be trimmed up to 14 feet. Live, undamaged trees should not be removed to facilitate this.

- As directed by the DNR Authorized representative place beach buoys at the swimming areas at Bear Lake, Thistledew and Owen Lakes. Approximate date for this will be on or before the last Friday before Memorial Day and remove them no later than the 2nd Friday after Labor Day. Buoys will be inspected and cleaned after removal. If the buoys are damaged the DNR authorized representative will be notified.

Maintenance: Horse Campgrounds (Stoney Brook and Togo) – To be done in addition to grounds and building maintenance.

- Empty 9 manure bunkers as needed. 5 times per season. Disposal location to be determined.
- Repair / replace wheelbarrows as needed. If replacement is necessary contact the Scenic State Park Manger or Assistant Park Manager
- Tighten overhead tie lines as needed
- Repair broken tie line posts as soon as reported or close site until post can be repaired. Report any campsite closures directly to Scenic State Park Manager or Assistant Park Manager.

Contract Start Date:	<u>July 1, 2017</u>	Total Contract Amount:	<u>\$ 81,749.88</u>
Original Contract Expiration Date:	<u>June 30, 2018</u>	Original Contract:	<u>\$ 26,999.96</u>
Current Contract Expiration Date:	<u>June 30, 2019</u>	Previous Amendment(s) Total:	<u>\$ 26,999.96</u>
Requested Contract Expiration Date:	<u>June 30, 2020</u>	This Amendment:	<u>\$ 27,749.96</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources ("State") and Minnesota Department of Corrections, Institutional Community Work Crew (ICWC) (hereinafter "DOC").

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 126262 ("Original Contract") to the Minnesota Department of Corrections, Institutional Community Work Crew (hereinafter "DOC").
2. SWIFT Contract number 126262 is being amended because the DNR is in need of a local partner to assist in routine maintenance at 4 public water access sites near the Department of Corrections, Togo Work Camp. This additional work will happen from 7-1-2019 to 6-30-2020.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment #2

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

REVISION 1.1 Term of Agreement

- 1.1 *Effective date:* July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* ~~June 30, 2019~~, June 30, 2020 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 *Extension:* This agreement may be extended as written for up to 2 years past the end of the ~~expiration date outlined in 1.2~~, of the original expiration date of June 30, 2018.

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

DOC to provide staff, equipment, and materials and any necessary training to do general maintenance work at Bear Lake, Lost Lake, Owen Lake, Larson Lake, Button Box, Thistledeew, Togo and Stony Brook Campgrounds as per ~~exhibit B~~ Exhibit C, which is attached and incorporated into this agreement. Supervision of crews to be provided by DOC staff.

Provide crew leaders(s) who will supervise up to 10 offender crewmembers for each mutually agreed upon work day, including the hour's crew leaders spend on daily preparation, travel and communication, to work at the discretion of DNR Staff.

DNR staff will provide direction to crew leaders on the general maintenance to be provided. DNR will conduct periodic inspections of the work to ensure that maintenance standards are being met as per ~~exhibit B~~ Exhibit C. DNR may provide start-up consumable supplies as agreed upon by both parties.

Contractor shall perform the additional duties as detailed in Exhibit C, which is attached and incorporated into this contract.

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

DNR agrees to pay the DOC for all services performed by the DOC under this contract as follows:

Cost per week of work expressed in ~~Exhibit B~~ Exhibit C will be \$1038.46 for 26 weeks. See attached schedule under ~~Exhibit B~~ Exhibit C. Payment shall be made by the DNR to the DOC in two payments per fiscal year. DOC shall submit one invoice for work done from July 1, 2017 through December 30, 2017. DOC shall submit one invoice for work done from January 1, 2018 to June 30, 2018. DOC shall submit one invoice for work done from July 1, 2018 through December 31, 2018. Doc shall submit invoice for work done from January 1, 2019 through June 30, 2019. Total cost per each fiscal year's 26 weeks is not to exceed \$26,999.96 Cost for fiscal year 2018 and 2019 will not exceed \$26,999.96 per year, Cost for fiscal year 2020 will not exceed \$27,749.96. The total of this agreement is not to exceed ~~\$53,999.93~~ \$81,749.88 for all three fiscal years.

REVISION 4. Clause 10 The following clause is added to the contract:

10. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053)**

The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Contractor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: [Signature]
Date: 2/22/2019

SWIFT Contract No. 126262
Purchase order # 3-134443

2. CONTRACTOR

3 STATE AGENCY CDNR

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

By: [Signature]
Title: Deputy Director
Date: 3/12/2019

DB

By: _____
Title: _____
Date: _____

2 STATE AGENCY (DOC)

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

By: [Signature]
(with delegated authority)
Title: Deputy Commissioner
Date: 3/8/19

4. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____
Date: _____

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy

Exhibit C.

Schedule:

- Week of July 1, 2019 through the week of October 20, 2019. 18 weeks.
- Week of May 4, 2020 through the week of June 29, 2020. 8 weeks.

Maintenance: Buildings

- Before May 8th, 2020, each vault toilet will be thoroughly cleaned including washing walls and sweeping roofs.
- Toilets will be inspected, stocked with toilet paper and cleaned 2 days per week from September 9, 2019 – October 25, 2019. One of the days must be Thursday or Friday to prepare for weekend use.
- Toilets will be inspected, stocked with toilet paper and cleaned 3 days per week from July 1, 2019 – September 8, 2019 and May 4, 2020 to June 30, 2020. One of these days must be Thursday or Friday to prepare for weekend use.
- As needed 4th day per week may be added to accommodate Holiday weekends.
- Report any building damage or facility maintenance needs directly to the Scenic State Park Manager or Assistant Manager.

Maintenance: Grounds

- September 9, 2019 – October 25, 2019 fire rings are to be checked, cleaned and have trash removed every 2 weeks or as needed. Ashes are to be disposed of at a designated on-site location.
- July 1, 2019 – September 8, 2019 and May 4, 2020 to June 30, 2020 fire rings are to be checked, cleaned and have trash removed every 2 weeks or as needed. Ashes are to be disposed of at a designated on-site location.
- Fire Rings will be reset and leveled as needed. If fire rings are damaged, missing or need to be replaced, notify DNR Authorized representative...
- July 1, 2019 – September 8, 2019 and May 4, 2020 to June 30, 2020 campsites and day use areas are to be mowed on a 2 week rotation. September 9, 2019 – October 25, 2019 mowing will be done as needed.
 - o Mowing includes: sting trimming around posts, picking litter in the campground, entrance road and day use area and filling pot holes in campground spurs as needed.
- July 1, 2019 – September 8, 2019 and May 4, 2020 to June 30, 2020 haul garbage weekly from the 6 garbage cans at Bulton Box to the dumpster at Togo Horse Camp or another campground dumpster.
- MFC-Togo will cut and remove hazard trees. Trees will be identified and mapped by Scenic Park Staff annually and reported to Vendor Supervisor. Branches are to be removed from the site or dispersed in a way they do not create a visual nuisance. MFC-Togo will insure that crew leads have meet their chainsaw operation training requirements.
- On roadways and in campsite spurs, trees and limbs will be trimmed up to 14 feet. Live, undamaged trees should not be removed to facilitate this.
- As directed by the DNR Authorized representative, place beach buoys at the swimming areas at Bear Lake, Thistledeew and Owen Lakes. Approximate date for this will be on or before the last Friday before Memorial Day and remove them no later than the 2nd Friday after Labor Day. Buoys will be inspected and cleaned after removal. If the buoys are damaged the DNR authorized representative will be notified.

Maintenance: Horse Campgrounds (Stoney Brook and Togo) – To be done in addition to grounds and building maintenance.

- Empty 9 manure bunkers as needed. Generally 5 times per season. Disposal location to be determined.
- Repair / replace wheelburrows as needed. If replacement is necessary contact the Scenic State Park Manger or Assistant Park Manager

- Tighten overhead tie lines as needed
- Repair broken tie line posts as soon as reported or close site until post can be repaired. Report any campsite closures directly to Scenic State Park Manager or Assistant Park Manager.

Little Moose, Thistledew, Buttonbox and Mirror Public Water Accesses:

- Mowing and trimming will be done such that the grass at each site does not exceed 6".
- Litter will be collected and disposed of at the nearest campground refuse site.
- Dock and signage maintenance needs will be reported to the authorized agreement representative.

AMENDMENT #3 COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(c), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when sending to the Department of Administration for approval. **Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.**
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Department of Natural Resources/ Parks and Trails Division	Name of Contractor: Department of Corrections
Current contract term: 7/1/2017 -6/30/2020	Project Identification: 126262

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input checked="" type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date: 6-30-2021
Why is it necessary to amend the end date? These services are needed for an additional year and the DNR and DOC are willing to extend the end date of the contract.

2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below: Original contract \$26,999.96 Amendment #1 \$26,999.96, Amendment #2 \$27,749.96, Amendment #3 \$27,749.96
2b. Describe the amendment: The Department of Corrections, Togo Work Camp will collect litter, mow and trim the following public water accesses: Little Moose Lake, Thistledeew Lake, Buttonbox Lake and Mirror Lake. Mowing and trimming will be done as needed so that the grass at each site does not exceed 6 inches. Litter will be collected and disposed of at the nearest refuse site as needed. Any signage, post maintenance or dock maintenance needs will be reported to the agreement administrator (Jack C. Pellinen, 218-743-3362, jack.pellinen@state.mn.us). This new work will happen from 7-1-2020 to 6-30-2021.

3. <input type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made:

Contract Start Date:	<u>July 1, 2017</u>	Total Contract Amount:	<u>\$ 109,499.84</u>
Original Contract Expiration Date:	<u>June 30, 2018</u>	Original Contract:	<u>\$ 26,999.96</u>
Current Contract Expiration Date:	<u>June 30, 2020</u>	Previous Amendment(s) Total:	<u>\$ 54,749.92</u>
Requested Contract Expiration Date:	<u>June 30, 2021</u>	This Amendment:	<u>\$ 27,749.96</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Natural Resources ("State") and Minnesota Department of Corrections, Institutional Community Work Crew (ICWC) (hereinafter "DOC").

Recitals

1. The State has a contract with the Contractor identified as SWIFT Contract Number 126262 ("Original Contract") to the Minnesota Department of Corrections, Institution Community Work Crew (hereinafter "DOC").
2. SWIFT Contract number 126262 is being amended because the DNR is in need of a local partner to assist in routine maintenance at 4 public water access sites near the Department of Corrections, Togo Work Camp. This additional work will happen from 7-1-2020 to 6-30-2021.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment #3

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

REVISION 1. 1 Term of Agreement

- 1.1 **Effective date:** July 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** ~~June 30, 2020~~, June 30, 2021 or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Extension:** ~~This agreement may be extended as written for up to 2 years past the end of the expiration date outlined in 1.2. of the original expiration date of June 30, 2018.~~

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

DOC shall perform the additional duties as detailed in Exhibit D, which is attached and incorporated into this contract.

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

DNR agrees to pay the DOC for all services performed by the DOC under this contract as follows:
 Cost per week of work expressed in ~~Exhibit C~~ Exhibit D will be \$1038.46 for 26 weeks plus \$750. See attached schedule under ~~Exhibit C~~ Exhibit D. Payment shall be made by the DNR to the DOC in two payments per fiscal year. DOC shall submit one invoice for work done from July 1, 2017 through December 30, 2017. DOC shall submit one invoice for work done from January 1, 2018 to June 30, 2018. DOC shall submit one invoice for work done from July 1, 2018 through December 31, 2018. Doc shall submit invoice for work done from January 1, 2019 through June 30, 2019. DOC shall submit one invoice for work done from July 1, 2019 through December 31, 2019. DOC shall submit one invoice for work done from January 1, 2020 through June 30, 2020. DOC shall submit one invoice for work done from July 1, 2020 through December 31, 2020. DOC shall submit one invoice for work done from January 1, 2021 through June 30, 2021.

Total cost per each fiscal year's 26 weeks is not to exceed \$26,999.96 Cost for fiscal year 2018 and 2019 will not exceed \$26,999.96 per year. Cost for fiscal years 2020 and 2021 will not exceed \$27,749.96 per year. The total of this agreement is not to exceed ~~\$81,749.88 for all three fiscal years~~ \$109,499.84 for all four fiscal years.

The Original Contract and any previous amendments are incorporated into this amendment by reference.



1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Karen Potvin
63FBE77957A34A8...

Date: January 27, 2021

SWIFT Contract No. 126262/PO# 3000181008

2. DEPARTMENT OF CORRECTIONS

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

By: Michelle Smith
8ABE4375F81643A...

Title: Deputy Commissioner

Date: February 2, 2021

By: _____

Title: _____

Date: _____

3. DEPARTMENT OF NATURAL RESOURCES

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

By: Linda Erickson-Eastwood
3694054445D1471

Title: (with delegated authority) Division and Fiscal Services Unit Manager

Date: February 2, 2021

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy

Exhibit D.

Schedule:

- Week of July 1, 2020 through the week of October 20, 2020. 18 weeks.
- Week of May 4, 2021 through the week of June 30, 2021. 8 weeks.

Maintenance: Buildings

- Before May 8th, 2021, each vault toilet will be thoroughly cleaned including washing walls and sweeping roofs.
- Toilets will be inspected, stocked with toilet paper and cleaned 2 days per week from September 9, 2020 – October 25, 2020. One of the days must be Thursday or Friday to prepare for weekend use.
- Toilets will be inspected, stocked with toilet paper and cleaned 3 days per week from July 1, 2020 – September 8, 2020 and May 4, 2021 to June 30, 2021. One of these days must be Thursday or Friday to prepare for weekend use.
- As needed 4th day per week may be added to accommodate Holiday weekends.
- Report any building damage or facility maintenance needs directly to the Scenic State Park Manager or Assistant Manager.

Maintenance: Grounds

- September 9, 2020 – October 25, 2020 fire rings are to be checked, cleaned and have trash removed every 2 weeks or as needed. Ashes are to be disposed of at a designated on-site location.
- July 1, 2020 – September 8, 2020 and May 4, 2021 to June 30, 2021 fire rings are to be checked, cleaned and have trash removed every 2 weeks or as needed. Ashes are to be disposed of at a designated on-site location.
- Fire Rings will be reset and leveled as needed. If fire rings are damaged, missing or need to be replaced, notify DNR Authorized representative...
- July 1, 2020 – September 8, 2020 and May 4, 2021 to June 30, 2021 campsites and day use areas are to be mowed on a 2 week rotation. September 9, 2020 – October 25, 2020 mowing will be done as needed.
 - o Mowing includes: sting trimming around posts, picking litter in the campground, entrance road and day use area and filling pot holes in campground spurs as needed.
- July 1, 2020 – September 8, 2020 and May 4, 2021 to June 30, 2021 haul garbage weekly from the 6 garbage cans at Button Box to the dumpster at Togo Horse Camp or another campground dumpster.
- MFC-Togo will cut and remove hazard trees. Trees will be identified and mapped by Scenic Park Staff annually and reported to Vendor Supervisor. Branches are to be removed from the site or dispersed in a way they do not create a visual nuisance. MFC-Togo will insure that crew leads have meet their chainsaw operation training requirements.
- On roadways and in campsite spurs, trees and limbs will be trimmed up to 14 feet. Live, undamaged trees should not be removed to facilitate this.
- As directed by the DNR Authorized representative, place beach buoys at the swimming areas at Bear Lake, Thistledeew and Owen Lakes. Approximate date for this will be on or before the last Friday before Memorial Day and remove them no later than the 2nd Friday after Labor Day. Buoys will be inspected and cleaned after removal. If the buoys are damaged the DNR authorized representative will be notified.

Maintenance: Horse Campgrounds (Stoney Brook and Togo) – To be done in addition to grounds and building maintenance.

- Empty 9 manure bunkers as needed. Generally 5 times per season. Disposal location to be determined.
- Repair / replace wheelbarrows as needed. If replacement is necessary contact the Scenic State Park Manger or Assistant Park Manager

- Tighten overhead tie lines as needed
- Repair broken tie line posts as soon as reported or close site until post can be repaired. Report any campsite closures directly to Scenic State Park Manager or Assistant Park Manager.

Little Moose, Thistledew, Buttonbox and Mirror Public Water Accesses:

- Mowing and trimming will be done such that the grass at each site does not exceed 6".
- Litter will be collected and disposed of at the nearest campground refuse site.
- Dock and signage maintenance needs will be reported to the authorized agreement representative.



State of Minnesota

Interagency Agreement

SWIFT Contract No.: 194948

This Interagency Agreement (“Agreement”) is between the Minnesota Departments of Health and Natural Resources.

Agreement

1. Term of Agreement

- 1.1 Effective date. June 1, 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 between the Agencies

The Department of Health (MDH) is leading a Vaccine Reward Program, whereas, if an individual obtains a Moderna, Pfizer, or Johnson and Johnson covid vaccine, in June 2021, they will be able to receive from the Department of Natural Resources (DNR) a State Parks Annual Vehicle Permit or a resident Fishing License, if eligible.

The Health Department will:

- Pay DNR for up to 10,000 state park annual vehicle permits (up to \$350,000) and for up to 10,000 angling licenses (up to \$260,000) as detailed below.
- Verify individuals have received the vaccination during the designated eligibility period.
- MDH will provide a secure cloud based website to allow staff to download the lists.

The Department of Natural Resources will:

- Provide up to 10,000 state park annual vehicle park permits (up to \$350,000) and 10,000 angling licenses (up to \$260,000).
- DNR will provide fulfilment and mail vehicle park permits and angling licenses to individuals within 14 days.
- DNR will send return files to include those fulfilled, ineligible and rejected emails.
- DNR will invoice MDH for all vehicle park permits and angling licenses issued that were sold during the Rewards Program.

3. Consideration and Payment

Based on the number of vehicle park permits and angling licenses sold for this reward program, MDH will reimburse the DNR for the value in FY21 for each reward issued.

The total obligation of MDH for all compensation and reimbursements to DNR under this Agreement will not exceed \$610,000.

4. Conditions of Payment

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

5. Authorized Representative

DNR's Authorized Representative is

Hunt/Fish - Jeannine Johannsen, State Program Admin Supervisor, 500 Lafayette Rd, St. Paul, MN 55155-4026, (651) 355-0156, or his/her successor or delegate.

Park Permits – Linda Erickson-Eastwood, Division and Fiscal Services Manager, 500 Lafayette Rd, St. Paul, MN 55155-4039, (651) 259-5589 or his/her successor or delegate.

MDH's Authorized Representative is Merone Melekin, 625 North Robert Street, St. Paul, MN 55164, 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

DocuSigned by:
Signature: Mana Rodriguez

Title: Management Analyst 3 Date: June 8, 2021

MDH SWIFT Contract No./PO No. PO 3000085034 Contract 194948

DNR SWIFT Contract No. 194919 DS
KM

3. Department of Health

With delegated authority

DocuSigned by:
Signature: Joshua Bunker

Title: Chief Financial Officer Date: June 8, 2021

2. Department of Natural Resources – Parks and Trails

With delegated authority

DocuSigned by:
Signature: [Signature]

Title: Parks and Trails Deputy Director Date: June 4, 2021

Department of Natural Resources – Fish and Wildlife

With delegated authority

DocuSigned by:
Signature: Dave Alfelt

Title: Director Date: June 4, 2021

DS
[Signature]

**STATE OF MINNESOTA
SHARED SERVICES/INCOME AGREEMENT**

WHEREAS, the Commissioner of Human Services is authorized to allow Minnesota Sex Offender Program Facility to enter into shared services contracts with other governmental entities and both nonprofit and for-profit organizations pursuant to Minnesota Statutes, Section 246.57; and

WHEREAS, Department of Human Services, acting through its Minnesota Sex Offender Program, may establish, equip, maintain and operate the Minnesota State Industries (MSI) (hereinafter STATE) at any sex offender program facility pursuant to Section 246B.06; and

WHEREAS, the Minnesota Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155-4016, (hereinafter "PURCHASER") requires Fulfillment Services and the STATE is able and willing to provide such services;

NOW, THEREFORE, IT IS AGREED:

1. DUTIES OF THE STATE

The STATE agrees to provide the following:

- 1.1 Management and staffing to oversee, inventory management, (re)order and fulfillment of document dissemination service requests for PURCHASER's products to its business partners and clients.
- 1.2 A primary contact, Charlie Hoffman, or his successor to coordinate with the PURCHASER on transportation, inventory, and storage of PURCHASER's product.
- 1.3 Up to 5000 sq. ft. cubed of climate-controlled storage for PURCHASER's product at the rate of \$25 per pallet and \$2.00 per bin invoiced monthly for actual pallets stored or actual bins in use.
- 1.4 Document handling, shipping, materials management and inventory control functions on PURCHASER's stored inventory.
- 1.5 Development and maintenance of online ordering/tracking/inventory control system, providing all necessary hardware, software, and ongoing system support at a cost of \$500 per month including all administrative and call center responsibilities.
- 1.6 A user-friendly ordering site/portal that aligns with and appears similar to other DNR web pages. Changes to the site should approved by the DNR.
- 1.7 Provide Reporting capabilities through web access for the PURCHASER to obtain transaction history, inventory control reports, or other reports upon request.
- 1.8 Same day shipment of online orders received before 12:00 noon.
- 1.9 Freight estimates on shipments when requested.
- 1.10 Transportation network of low cost carriers.
- 1.11 Notify the PURCHASER at least 5 days in advance of when services will be unavailable for fulfillment due to scheduling.

- 1.12 Rotate stock using the FIFO (First-In-First-Out) method to ensure depletion of old merchandise first.
- 1.13 Complete an annual physical inventory and provide the PURCHASER a copy of the annual inventory report, and additional inventory reports upon request.
- 1.14 Complete monthly inventory of pallet and bin counts at the end of each month to reconcile monthly billing.

2. DUTIES OF PURCHASER

The PURCHASER agrees to:

- 2.1 Pay the STATE for actual space occupied up to 5000 sq. ft. cubed of fulfillment space.
- 2.2 Pay all shipping and freight costs associated with warehousing and distributing PURCHASER's product.
- 2.3 Provide the STATE with reorder points for PURCHASER's product stored by the STATE.
- 2.4 Provide a primary contact, Purchasing Supervisor, or designee to coordinate with the STATE on services required.
- 2.5 Conduct a minimum of one annual site visit to review warehouse operations.

3. CONSIDERATION AND PAYMENT

A. Consideration. Consideration for all services performed and goods or materials supplied by the STATE pursuant to this agreement shall be paid by PURCHASER as follows:

- 3.1 PURCHASER shall pay STATE for actual shipping and freight costs incurred during the monthly billing period.
- 3.2 PURCHASER shall pay STATE \$25 per pallet and \$2.00 per bin per month for actual product stored at STATE warehouse.
- 3.3 PURCHASER shall pay STATE \$1.60 transaction fee per order placed.
- 3.4 PURCHASER shall pay STATE a \$500 monthly administrative fee that includes development and maintenance of online ordering/tracking/inventory control system, providing all necessary hardware, software, and ongoing system support and any other administrative or call center responsibilities.

B. Terms of Payment. Payment shall be made by PURCHASER within 30 days after the STATE has presented invoices for services performed or goods or materials supplied to PURCHASER.

4. TERM OF CONTRACT

The term of this contract shall be April 14, 2018 to April 13, 2023 or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever comes first.

5. AUTHORIZED REPRESENTATIVES

The STATE's authorized representative for purposes of this contract is **Charlie Hoffman**, or his successor. The PURCHASER's authorized representative for purposes of this contract is **Evaliz Parent**, or her successor. Each authorized agent shall have authority to accept the services of the other party and shall have responsibility to ensure that all payments due to the other part are paid pursuant to the terms of this contract.

6. ASSIGNMENTS

Neither the STATE nor PURCHASER shall assign or transfer any rights or obligations under this contract without the prior written consent of the other party.

7. 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.

8. INFORMATION PRIVACY

It is expressly agreed that the PURCHASER will not be handling private or confidential data on individuals, or non-public data not on individuals, collected by STATE and is therefore not a member of or included within the "welfare system" for purposes of the Minnesota Government Data Practices Act (hereinafter "Data Practices Act," Minnesota Statutes, Chapter 13, and in particular §13.46) as a result of this contract. If PURCHASER is required to comply with the Data Practices Act for reasons that are independent of this contract, PURCHASER acknowledges that it accepts sole responsibility for such compliance.

It is expressly agreed that PURCHASER will not be handling "protected health information" collected by STATE (information that identifies an individual as having applied for, being or having been eligible for, or receiving or having received health care services, as set forth in 45 CFR §160.102). PURCHASER is not a "business associate" of STATE, as defined in the Health Insurance Portability Accountability Act ("HIPAA"), 45 CFR §160.103. Therefore, PURCHASER is not required to comply with the privacy provisions of HIPAA as a result of or for purposes of performing under this grant. If PURCHASER has responsibilities to comply with HIPAA for reasons other than this grant, PURCHASER will be responsible for its own compliance.

9. LIABILITY

The liability of the STATE is limited by Minnesota Statutes, section 3.736. The STATE and the PURCHASER agree that, to the extent provided for in state law, each shall be responsible for any loss, damage or injury arising from its own negligence.

10. PUBLICITY

Any publicity regarding the subject matter of this contract must not be released without prior written approval from the STATE's Authorized Representative.

11. TERMINATION

Either party may terminate this agreement at any time, with or without cause, upon 90 days' written notice to the other party.

12. OTHER PROVISIONS

12.1 **FACILITY DISTURBANCE:** It is understood by the PURCHASER that in order to perform this contract, STATE will be relying on the services of clients housed in a secured treatment facility. Any disturbance at the facility may affect the release of clients who are assigned to perform PURCHASER's services under this contract. The PURCHASER agrees not to hold the STATE responsible for any loss incurred by the PURCHASER due to the unavailability of clients for reasons beyond the control of the STATE or as a result of necessary security practices. In the event of such a disturbance or other lockdown, restriction of normal project operation will be minimized if possible, PURCHASER will be notified immediately upon lifting of any restriction, and resumption of operations will be authorized as soon as possible.

12.2 **CONFIDENTIALITY:** The PURCHASER is aware that the Contract is a public document. The STATE will not publish the details of the Contract and only provide information concerning the details if requested in writing and immediately inform the PURCHASER of the request and identify the requesting party and the nature of the request.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby

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

Signed: *Julie Blum*
Date: 4/4/18

Contract/PO: 139032/PO 3- 128760

2. PURCHASER

By: *Bob Gulick*
(With delegated authority)

Title: *DRR CFO*

Date: 4-11-18

3. STATE AGENCY

By: *[Signature]*
(with delegated authority)

Title: *Executive Director*

Date: 4-5-2018

STATE OF MINNESOTA MASTER INTERAGENCY AGREEMENT

This agreement is between the Minnesota Departments of Military Affairs, 15000 Highway 115, Camp Ripley, Little Falls, MN 56345-4173 ("Requesting Agency"), and the Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155-4040 ("Providing Agency").

Recitals

1. The Requesting Agency is in need of support in the following areas:
 - a. Flora and Fauna Surveys
 - b. Biological Research
 - c. Wildlife Management Practices
 - d. Natural Resources Planning
 - e. Technical Report Writing
 - f. Environmental Outreach
 - g. Protected Species Management
 - h. Pest Management
 - i. Forest Management
 - j. Prescribed Burning
2. Reference Cooperative Agreement, dated 11 September 2002.

Agreement

1 Term of Master Agreement

- 1.1 **Effective date:** 1 January 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
The Providing Agency must not accept work under this master agreement until this master contract is fully executed and the Providing Agency has been notified by the Requesting Agency that it may begin accepting Work Order Agreements.
- 1.2 **Work Order Agreements:** The term of work under work order agreements issued under this master agreement may not extend beyond the expiration date of this master agreement.
- 1.3 **Expiration date:** 31 December 2024.

2 Scope of Work

2.1 Duties of the Providing Agency.

Provide personnel, transportation, equipment, supplies, and services, for the purposes of accomplishing tasks described in each work order agreement issued. A complete detailed description of required work will be furnished in each work order agreement issued.

The Providing Agency understands that only the receipt of a fully executed work order agreement authorizes the Providing Agency to begin work under this master agreement. Any and all effort, expenses, or actions taken before the work order agreement is fully executed is not authorized under Minnesota Statutes and is under taken at the sole responsibility and expenses of the Providing Agency.

The Providing Agency understands that this master agreement is not a guarantee of a work order agreement. The Requesting Agency has determined that it may have need for the services under this master agreement, but does not commit to spending any money with the Providing Agency.

- 2.2 **Duties of the Requesting Agency.** Duties will be furnished in each work order agreement issued.

3 Time

The Providing Agency must comply with all the time requirements described in work order agreements.

4 Consideration and Payment

4.1 (1) Consideration. The Requesting Agency will pay for all services performed and, if applicable, ancillary goods or materials supplied, by the Providing Agency for all work order agreements issued under this master agreement. The total compensation for all work order agreements may not exceed Two Million and No/100 Dollars (\$2,000,000.00).

(2) Indirect Costs. The amount allowed shall not exceed that authorized in OMB Circular A-87.

4.2 Payment

(1) Invoices. The Requesting Agency will pay the Providing Agency within 30 days of the Requesting Agency's presentation of an itemized invoice for the services performed or, ancillary goods or materials supplied, and acceptance of such services by the Requesting Agency's Project Manager.

5 Conditions of Payment

All services provided by the Providing Agency under a work order agreement must be performed to the Requesting Agency's satisfaction, as determined at the sole discretion of the Requesting Agency's Project Manager and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Providing Agency will not receive payment for work found by the Requesting Agency to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representatives and Project Managers

The Requesting Agency's Authorized Representative for this master agreement is Ms. Laurie Hanrahan, Department of Military Affairs, Facilities Management Office, Camp Ripley, 15000 Highway 115, Little Falls, MN 56345-4173 or her successor, and has the responsibility to monitor the Providing Agency's performance.

The Requesting Agency's Project Manager will be identified in each work order agreement.

The Providing Agency's Authorized Representative is Ms. Kim Montgomery, Department of Natural Resources, 500 Lafayette Road, Box 10, St. Paul, MN 55155-4010, telephone 651.259.5567, or her successor. If the Providing Agency's Authorized Representative changes at any time during this master agreement, the Providing Agency must immediately notify the Requesting Agency.

The Providing Agency's Project Manager will be identified in each work order agreement.

7 Amendments

Any amendment to this master agreement or any work order 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 master agreement, or their successors in office.

8 Liability

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

9 Ownership Of Materials And Intellectual Property Rights

9.1 The Requesting Agency shall own all rights, title and interest in all of the materials conceived or created by the Providing Agency, or its employees or subcontractors, either individually or jointly with others and which arise out of the performance of this agreement, including any inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically, magnetically or digitally recorded material, and other work in whatever form ("MATERIALS").

The Providing Agency hereby assigns to the Requesting Agency all rights, title and interest to the MATERIALS. Providing Agency shall, upon request of the Requesting Agency, execute all papers and perform all other acts necessary to assist the Requesting Agency to obtain and register copyrights, patents or other forms of protection provided by law for the MATERIALS. The MATERIALS created under this agreement by the Providing Agency, its employees or subcontractors, individually or jointly with others, shall be considered "works made for hire" as defined by the United States Copyright Act. All of the MATERIALS, whether in paper, electronic, or other form, shall be remitted to the Requesting Agency by the Providing Agency. The Providing Agency's employees and any subcontractors, shall not copy, reproduce, allow or cause to have the MATERIALS copied, reproduced or used for any purpose other than performance of the Providing Agency's obligations under this agreement without the prior written consent of the Requesting Agency's authorized representative except pursuant to the Minnesota Data Practices Act and other applicable laws.

9.2 Providing Agency represents and warrants that MATERIALS produced or used under this agreement do not and will not infringe upon any intellectual property rights of another, including but not limited to patents, copyrights, trade secrets, trade names, and service marks and names.

10 **Publicity and Endorsement**

Any publicity regarding the subject matter of a work order agreement must identify the Requesting Agency as the sponsoring agency and must not be released without prior written approval from the Requesting Agency's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Providing Agency individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order agreement.

11 **Termination**

11.1 This master agreement and any work order agreements may be canceled by the Requesting Agency or Providing Agency at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation the Providing Agency shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

11.2 **Termination for Insufficient Funding.** This master agreement and any work order agreements may be canceled by the Requesting Agency or Providing Agency at any time, if funding is not obtained from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the other party. The Requesting Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Providing Agency will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Requesting Agency will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The Requesting Agency must provide the Providing Agency notice of the lack of funding within a reasonable time of the Providing Agency's receiving that notice.

12 **Other Provisions**

EXHIBIT A, Special Conditions for Contract Work Involving Federal Funds, is attached and incorporated into this agreement.

1. PROVIDING AGENCY
DEPARTMENT OF NATURAL RESOURCES

By: [Signature]

Title: Steve Colvin, Director EWR

Date: 12/4/18

By: [Signature]

Title: Craig Schmid, Deputy Director

Date: 12-5-18

2. REQUESTING AGENCY
DEPARTMENT OF MILITARY AFFAIRS

By: [Signature] DONALD J. KERR
EXECUTIVE DIRECTOR

For: Major General Jon A. Jensen
Title: Adjutant General

Date: 12 Dec 2018

EXHIBIT A
SPECIAL CONDITIONS FOR CONTRACT WORK
INVOLVING FEDERAL FUNDS

Master Interagency Agreement between the
Department of Military Affairs and the Department of Natural Resources
(Project No. 19130)

EXHIBIT A
SPECIAL CONDITIONS FOR CONTRACT WORK
INVOLVING FEDERAL FUNDS

To the extent applicable, the State is required to insert the substance of the following provisions in all contracts, unless State laws or regulations offer more protection.

1. Applicable Law.

This contract is incidental to the implementation of a Federal program. Accordingly, this contract shall be governed by and construed according to federal law as it may affect the rights, remedies, and obligations of the United States.

2. Governing Regulations.

To the extent not inconsistent with the express terms of the Master Cooperative Agreement (MCA) No. W912LM-16-2-1000 between the National Guard Bureau and the State of Minnesota, the provisions of Title 2 Code of Federal Regulations (CFR) Part 200, and NGR 5-1, are hereby incorporated into this Contract by reference as if fully set forth herein, shall govern this Agreement. Attachment A consists of those provisions of part 200 which are terms & conditions commonly applicable to NGB assistance instruments.

3. Nondiscrimination.

The Contractor/Vendor covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Contractor/Vendor covenants and agrees to comply with the following national policies prohibiting discrimination:

a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.

b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.

c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.

d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.

e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

4. Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

5. Drug-Free work Place.

The Contractor/Vendor covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

6. Environmental Protection.

a. The Contractor/Vendor covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA);
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Contractor/Vendor shall also identify to the awarding agency (NGB) any impact this award may have on:

(1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

7. Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

8. Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and subrecipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and subrecipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies.

9. Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

10. Uniform Relocation Assistance and real Property Acquisition Policies

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

11. Copeland "Anti-Kickback" Act.

The state covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

12. Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

13. System for Award Management and Data Universal Numbering Requirements

The Contractor/Vendor covenants and agrees to comply with the System for Award Management (SAM) and Data Universal Numbering Requirements (DUNS) as indicated below:

a. Requirement for SAM. You as the recipient must maintain the currency of your information in SAM until you submit the final financial report required under this Agreement or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. Requirement for DUNS Numbers. If you are authorized to make subawards under this Agreement, you:

(1) Must notify potential subrecipients that no entity (see definition in paragraph (c) of this Agreement term) may receive a subaward from you unless the entity has provided its DUNS number to you; and

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(3) Definitions. For purposes of this Agreement:

(a) SAM means the official U.S. Government system that consolidated the capabilities of CCR and EPLS. There is NO fee to register in SAM. Entities may register at no cost at www.sam.gov. Additional information about registration procedures, updating your recipient account, searching records, as well as user guides and helpful hints may be found at the SAM website.

1. If you had an active record in CCR, you have an active record in SAM. You do not need to do anything in SAM at this time, unless a change in your business circumstances requires updates to your Entity record(s) in order for you to be paid or to receive an award or you need to renew your Entity(s) prior to its expiration. SAM will send notifications to the registered user via email 60, 30, and 15 days prior to expiration of the Entity. To update or renew your Entity records(s) in SAM you will need to create a SAM User Account and link it to your migrated Entity records. You do not need a user account to search for registered entities in SAM by typing the DUNS number or business name into the search box.

(b) Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (currently at <http://fedgov.dnb.com/webform>).

(c) Entity, as it is used in this award term, means all of the following, as defined at 2 CFR Part 25, Subpart C:

1. A Governmental organization, which is a State, local Government, or Indian Tribe;
2. A foreign public entity;
3. A domestic or foreign nonprofit organization;
4. A domestic or foreign for-profit organization; and
5. A Federal Agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

(4) Subaward:

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive project or Program for which you received this Agreement and that you as the recipient award to an eligible subrecipient.

(b) The term does not include your procurement of property and services needed to carry out the project or Program.

(c) A subaward may be provided through any legal Agreement, including an Agreement that you consider a contract.

(5) Subrecipient means an entity that:

(a) Receives a subaward from you under this Agreement; and is accountable to you for the use of the Federal funds provided by the subawards

14. Reporting Subawards and Executive Compensation

The Contractor/Vendor covenants and agrees to comply with the Reporting Subawards and Executive Compensation requirements indicated below:

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. Where and when to report.

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received--

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <http://www.ccr.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--

i. in the subrecipient's preceding fiscal year, the subrecipient received--

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR Part 200:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization;

iv. A domestic or foreign for-profit organization;

v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program.

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**STATE OF MINNESOTA
MASTER INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Departments of Military Affairs (DMA), Veterans Service Building, 20 West 12th Street, St. Paul, MN 55155 and Department of Natural Resources (DNR), 500 Lafayette Road, St. Paul, MN 55155.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* July 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 *Expiration date:* June 30, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The agreement will provide for the use of grounds and facilities at Camp Ripley for DNR activities scheduled in advance by DNR for appropriate services required by DNR for each event. Upon satisfactory negotiation by DNR and DMA, DMA will provide a written quote to DNR. Based on the written quote on DMA's ATS Form 122 (see Exhibit A), DNR will encumber the money, sign and return the quote with the Purchase Order number to DMA for the use of the negotiated grounds and facilities and in advance of each use of the grounds and facilities at Camp Ripley.

DNR shall obtain all necessary permits and licenses required for its activities. DNR shall obtain adequate insurance coverage for persons and property associated with activities conducted pursuant to this agreement.

DNR shall be responsible for internal security of personnel and property within the areas assigned to it. DNR shall accept full responsibility for the conduct of all DNR employees and other individuals invited by DNR admitted Camp Ripley pursuant to this agreement. DNR shall immediately report any violation of laws, ordinances, rules or regulations, including the Camp Ripley Regulations, to the Camp Ripley Security Force at the Main Gate or Building 2-99, Ext.7339.

In the event that any property of the United States or State of Minnesota is damaged or destroyed by the DNR in Camp Ripley, the DNR shall pay an amount sufficient to compensate for the loss sustained by the United States or the State of Minnesota by reason of damages to, or destruction to government property.

No liability for loss of DNR's personal property resulting from fire, tornado, civil disorder, theft or any cause whatsoever is the responsibility of DMA, except as may be attributed to DMA's negligence, acts of omissions as determined by a court of law.

DNR shall vacate the grounds and facilities assigned to it and restore the grounds and facilities to as good order and condition as that existed upon arrival.

No smoking is allowed on the Camp Ripley Premises pursuant to Minn. Stat. 16B.24, Subd.9.

All notices, or communications between DNR and DMA shall be deemed sufficiently given or rendered if in writing and delivered to either party personally or sent by registered or certified mail addressed to the authorized representatives, or their successor, under this agreement.

3 Consideration and Payment

DNR will pay DMA for use of grounds and facilities according to each Purchase Order for each event. Payment will be made as a Vendor Payment to the Camp Ripley Mess Fund.

The total obligation of Department of Natural Resources (DNR) for all compensation and reimbursements to Department of Military Affairs (DMA) under this agreement will not exceed \$650,000.00.

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative is Kim Montgomery, Contract Coordinator, 500 Lafayette Road, St. Paul, MN 55112, Ph: 651-259-5567, her successor.

DMA's Authorized Representative is Donald Kerr, Executive Director, 20 12th Street West, St. Paul, MN 55101, Ph: 651-268-8913, or his successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. DEPARTMENT OF MILITARY AFFAIRS

KERR.DONALD.JOHN.113899319 Digitally signed by
KERR.DONALD.JOHN.1138993198
Date: 2019.06.06 12:03:50 -05'00'

By: 8
(with delegated authority)

Title: Executive Director

Date: 06JUN2019

2. DEPARTMENT OF NATURAL RESOURCES

By: 
(with delegated authority)

Title: Director

Date: 6/11/19

**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 Department of Natural Resources (DNR 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.

DNR: Barb Naramore, Deputy Commissioner, or their successor designated by the Commissioner, 500 Lafayette Road, St. Paul, MN 55155 barb.naramore@state.mn.us 651-259-5033.

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: \$100,065.00

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: Kim Montgomery Digitally signed by Kim Montgomery
Date: 2020.08.06 07:16:32 -05'00'

Contract 181353 / PO 3-176960

2. Department of Natural Resources

By: Barb Naramore Digitally signed by Barb Naramore
Date: 2020.08.06 09:46:34 -05'00'
(With delegated authority)

Title: Deputy Commissioner

Date: 8/6/2020

3. Minnesota Management and Budget

By: Paul B. Moore Digitally signed by Paul B. Moore
Date: 2020.08.10 10:00:07 -05'00'
(with delegated authority)

Title: Chief Financial Officer

Date: 08-10-2020

STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
Minnesota State College Southeast
Continuing Education and Workforce Training

CUSTOMIZING TRAINING INTERAGENCY CONTRACT

Minnesota State College Southeast, Continuing Education & Workforce Training, (hereafter "COLLEGE/UNIVERSITY", by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities, and Minnesota Department of Natural Resources (hereafter "PURCHASER") located at 500 Lafayette Road, St Paul, MN 55155 agree as follows:

I. DUTIES OF THE COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY agrees to provide the following:

Title of Instruction/Activity/Service

Course: Safety Leadership Skills Training in a four (4) hour workshop format.

Course: Other safety course development work, to be mutually agreed upon.

Dates of Instruction/Activity/Service:

Course Dates and Times: To be mutually agreed upon.

Instructor/Trainer/Consultant: Carolyn Sampson or additional College/University instructor that is mutually agreed upon.

Course Location: To be mutually agreed upon.

Other Provisions:

- A. Provide consulting services for safety course development, training, management systems, leadership skills and other safety topics; the scope and duration of which to be mutually agreed upon in advance.
- B. Provide all course content and business products to Minnesota Department of Natural Resources for future use within the agency.
- C. Note: Materials are the property of College/University and the content developer. Purchaser has non-exclusive rights to use the content.

Purchaser is responsible for the replacement cost of any lost or damaged equipment.

II. DUTIES OF THE PURCHASER. The PURCHASER agrees to provide:

- A. Copies of all handouts.
- B. Make all of the arrangements, including any payment for the locations to be used for the trainings.
- C. Provide a roster of participants, with an estimate of participants per workshop. Email to Katie Hardyman and instructor at least three (3) business days prior to each class date.
- D. Purchaser shall refrain from sharing any course content or materials with any individuals outside of the Minnesota Department of Natural Resources.

III. SITE OF INSTITUTION/ACTIVITY/SERVICE:
Minnesota State College Southeast

IV. CONSIDERATION AND TERMS OF PAYMENT

A. Cost:

Cost of Instruction/Activity/Service (total or per hour): \$2,000 per 4 hour class which includes instructor prep, local travel and instruction. Outstate travel will be reimbursed per State of MN Commissioner's Plan and be mutually agreed upon.

B. Other fees:

Consulting services or any additional work outside the agreed upon time included with instruction will be billed on a monthly basis at the rate of \$200 per hour.

C. Total obligation for cost and other fees is not to exceed a maximum of \$50,000 per fiscal year.

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the PURCHASER desires to cancel or reschedule the Instruction/Activity/Service due to low environment, PURCHASER shall give at least 5 Day Cancellation Period days' notice in writing to the COLLEGE/UNIVERSITY'S authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the COLLEGE/UNIVERSITY shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

C. Terms of Payment. The COLLEGE/UNIVERSITY will send an invoice for the Instruction/Activity/Service performed. The PURCHASER will pay within Payment due in 30 days of receiving the invoice. Please send through SWIFT:

Minnesota State College Southeast
Vendor number: 0000194617-001

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. PURCHASER'S authorized agent:

- a. Name and Title: Suzann Willhite, Safety and Risk Manager
Address: 500 Lafayette Road, St Paul, MN 55155
- b. Telephone: 651-259-5808, Cell: 651-272-7218, Email: suzann.willhite@state.mn.us

B. COLLEGE/UNIVERSITY'S authorized agent:

- a. Name and Title: Katie Hardyman, Director of Business Relations
Address: 308 Pioneer Rd, Red Wing, MN 55066
- b. Telephone: 651-267-7706, Cell: 651-764-0160, Email: khardyman@southeastmn.edu

VI. TERM OF CONTRACT

- A. Effective date: October 15, 2018
- B. End date: June 30, 2021

VII. CANCELLATION: This contract may be canceled by the PURCHASER or the COLLEGE/UNIVERSITY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the


event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactory performed.

- VIII. **ASSIGNMENT:** Neither the PURCHASER nor the COLLEGE/UNIVERSITY shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- IX. **LIABILITY:** Each party will be responsible for its own acts and behavior and the results thereof.
- X. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE:** The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The COLLEGE/UNIVERSITY IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- XI. **AMENDMENTS:** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- XII. **GOVERNMENT DATA PRACTICES ACT:** The PURCHASER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE/UNIVERSITY in accordance with this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statute Section 13.08, apply to the release of the data referred to in this Article by either the PURCHASER or the COLLEGE/UNIVERSITY.
- In the event the PURCHASER receives a request to release the data referred to in this Article, the purchaser must immediately notify the COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY will give the PURCHASER instructions concerning the releases of the data to the requesting party before the data is released.
- XIII. **RIGHTS IN ORIGINAL MATERIALS:** The COLLEGE/UNIVERSITY shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the COLLEGE/UNIVERSITY and its employees individually or jointly with others or any sub PURCHASER in the performance of its obligations under this contract.
- XIV. **JURISDICTION AND VENUE:** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- XV. **OTHER PROVISIONS:**

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

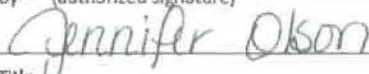
1. **PURCHASER:** Minnesota Department of Natural Resources
PURCHASER certifies that he appropriate person(s) have executed the contract on behalf of the PURCHASER as required by application articles, by-laws, resolutions, or ordinances.

By (authorized signature) 
Title Director
Date 10-23-18

Contract #149370
PO 3-142755
KM 10/23/18

By (authorized signature)
Title
Date

2. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
Minnesota State College Southeast
Continuing Education & Workforce Training

By (authorized signature) 
Title Director of CT/CE
Date 10/23/18

Addendum No. 1

In this Amendment, changes to new Contract language will use underlining for insertions

STATE OF MINNESOTA

MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota State College Southeast
Continuing Education and Workforce Training
CUSTOMIZING TRAINING INTERAGENCY CONTRACT
Updated October 30, 2020 – Exhibit A Attached

Minnesota State College Southeast, Continuing Education & Workforce Training, (hereafter "COLLEGE/UNIVERSITY", by virtue of its delegated authority from the Board of Trustees of the Minnesota State Colleges and Universities, and Minnesota Department of Natural Resources (hereafter "PURCHASER") located at 500 Lafayette Road, St Paul, MN 55155 agree as follows:

- I. DUTIES OF THE COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY agrees to provide the following:

Title of Instruction/Activity/Service

Course: Safety Leadership Skills Training in a four (4) hour workshop format.

Course: Other safety course development work, to be mutually agreed upon.

Dates of Instruction/Activity/Service:

Course Dates and Times: To be mutually agreed upon.

Instructor/Trainer/Consultant: Carolyn Sampson or additional College/University instructor that is mutually agreed upon.

Course Location: To be mutually agreed upon.

Other Provisions:

- A. Provide consulting services for safety course development, training, management systems, leadership skills and other safety topics; the scope and duration of which to be mutually agreed upon in advance.
- B. Provide all course content and business products to Minnesota Department of Natural Resources for future use within the agency.
- C. Note: Materials are the property of College/University and the content developer. Purchaser has non-exclusive rights to use the content.
- D. See attached Exhibit A regarding Transition to Remote-Learning Proposal dated July 21, 2020.

Purchaser is responsible for the replacement cost of any lost or damaged equipment.

- II. DUTIES OF THE PURCHASER. The PURCHASER agrees to provide:

- A. Copies of all handouts.
- B. Make all of the arrangements, including any payment for the locations to be used for the trainings.

- C. Provide a roster of participants, with an estimate of participants per workshop. Email to Katie Hardyman and instructor at least three (3) business days prior to each class date.
- D. Purchaser shall refrain from sharing any course content or materials with any individuals outside of the Minnesota Department of Natural Resources.

III. SITE OF INSTITUTION/ACTIVITY/SERVICE:
Minnesota State College Southeast

IV. CONSIDERATION AND TERMS OF PAYMENT

A. Cost:

Cost of Instruction/Activity/Service (total or per hour): \$2,000 per 4-hour class which includes instructor prep, local travel and instruction. Outstate travel will be reimbursed per State of MN Commissioner's Plan and be mutually agreed upon.

B. Other fees:

Consulting services or any additional work outside the agreed upon time included with instruction will be billed on a monthly basis at the rate of \$200 per hour. Total obligation for cost and other fees is not to exceed a maximum of \$50,000 per fiscal year.

Notwithstanding the thirty (30) day notice period established in paragraph VII, in the event that the PURCHASER desires to cancel or reschedule the Instruction/Activity/Service due to low environment, PURCHASER shall give at least 5 Day Cancellation Period days' notice in writing to the COLLEGE/UNIVERSITY'S authorized agent to cancel or reschedule. If the Instruction/Activity/Service is canceled as provided herein, the COLLEGE/UNIVERSITY shall be entitled to payment calculated according to paragraph VII. If the Instruction/Activity/Service is rescheduled as provided herein, payment shall be according to this paragraph IV.

- C. Terms of Payment. The COLLEGE/UNIVERSITY will send an invoice for the Instruction/Activity/Service performed. The PURCHASER will pay within Payment due in 30 days of receiving the invoice. **Please send through SWIFT:**

Minnesota State College Southeast
Vendor number: 0000194617-001

V. AUTHORIZED AGENTS FOR THE PURPOSES OF THIS CONTRACT.

A. PURCHASER'S authorized agent:

- a. Name and Title: Joni Akerson, State Safety Administrator
Address: 500 Lafayette Road, St Paul, MN 55155
- b. Telephone: 651-259-5739, Email: joni.akerson@state.mn.us

B. COLLEGE/UNIVERSITY'S authorized agent:

- a. Name and Title: Katie Hardyman, Director of Business Relations
Address: 308 Pioneer Rd, Red Wing, MN 55066
- b. Telephone: 651-267-7706, Cell: 651-764-0160, Email: khardyman@southeastmn.edu

C. TERM OF CONTRACT

- A. Effective date: **October 15, 2018**

B. End date: **June 30, 2021**

- VII. CANCELLATION: This contract may be canceled by the PURCHASER or the COLLEGE/UNIVERSITY at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the COLLEGE/UNIVERSITY shall be entitled to payment, determined on a pro rata basis, for work or Instruction/Activity/Service satisfactory performed.
- VIII. ASSIGNMENT: Neither the PURCHASER nor the COLLEGE/UNIVERSITY shall assign or transfer any rights or obligations under this contract without the prior written approval of the other party.
- IX. LIABILITY: Each party will be responsible for its own acts and behavior and the results thereof.
- X. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE: The PURCHASER agrees that in fulfilling the duties of this contract, the PURCHASER is responsible for complying with the applicable provisions of the Americans with Disabilities Act, 42 U.S.C. Section 12101, et seq. and regulations promulgated pursuant to it. The COLLEGE/UNIVERSITY IS NOT responsible for issues or challenges related to compliance with the ADA beyond its own routine use of facilities, services, or other areas covered by the ADA.
- XI. AMENDMENTS: Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- XII. GOVERNMENT DATA PRACTICES ACT: The PURCHASER must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the COLLEGE/UNIVERSITY in accordance with this contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the PURCHASER in accordance with this contract. The civil remedies of Minnesota Statute Section 13.08, apply to the release of the data referred to in this Article by either the PURCHASER or the COLLEGE/UNIVERSITY.

In the event the PURCHASER receives a request to release the data referred to in this Article, the purchaser must immediately notify the COLLEGE/UNIVERSITY. The COLLEGE/UNIVERSITY will give the PURCHASER instructions concerning the releases of the data to the requesting party before the data is released.

- XIII. RIGHTS IN ORIGINAL MATERIALS: The COLLEGE/UNIVERSITY shall own all rights, including all intellectual property rights, in all original materials, including any curriculum materials, inventions, reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer based training modules, electronically or magnetically recorded materials, and other work in whatever form, developed by the COLLEGE/UNIVERSITY and its employees individually or jointly with others or any sub PURCHASER in the performance of its obligations under this contract.
- XIV. JURISDICTION AND VENUE: This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of

this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

XV. OTHER PROVISIONS:

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. PURCHASER: **Minnesota Department of Natural Resources**

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

By (authorized signature)	Laurie Martinson	Digitally signed by Laurie Martinson Date: 2020.11.03 09:48:56 -06'00'
Title		
Date		

By (authorized signature)		
Title		
Date		

2. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota State College Southeast
Continuing Education & Workforce Training

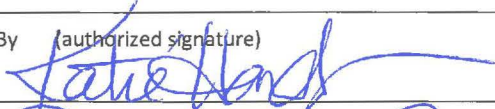
By (authorized signature)		
Title	Dir of Bus Relations	
Date	11-3-20	

Exhibit A

Addendum to Customized Training Contract dated October 15-2018-June 30 2021

DNR Safety Leadership Workshop FY21 Transition to Remote-Learning Proposal

July 21, 2020

The DNR has stated it would like to continue the Safety Leadership training. Although in-person training is the preferred mode of delivering the Safety Leadership workshop, the instructor (Carolyn Sampson) feels this can be successfully transitioned to a remote-learning platform (Zoom). The Safety Leadership workshop is also known as Module 3.

The instructor estimates that **30 hrs of development time (maximum)** will be needed to transition to a workshop via remote-learning. Assumptions underlying the estimate:

- a) The workshop revisions will focus on format change and that minimal changes to the content will be requested by DNR.
- b) One or two 1-hr meetings will be scheduled by the instructor to present the draft format to Safety and Learning & Development teams for feedback. All other feedback to be managed by the Safety contact.

The cost per workshop would remain the same.

For preliminary consideration by the DNR, the instructor has outlined below some possible ways that class timing and class size ('class structure') may be changed to fit the remote-learning mode of delivery. During the early part of the development period the instructor will finalize details for each possibility outlined below and request feedback from the DNR regarding preferred class structure.

Possible class structures include:

- a) Class timing:
 - i) Two 2-hr sessions: 1 hour of class, ~15-minute break, 1 hour of class.
Total time per session not to exceed 2.5 hrs.
 - ii) Three 1-hr 20-minute sessions: 40 minutes of class, ~10-minute break, 40 minutes of class.
Total time per session not to exceed 1.75 hrs.
- b) Class size:
 - i) Maximum 16: four 4-person groups
 - ii) Maximum 20: four 5-person groups
 - iii) Maximum 25: five 5-person groups

Note that during the first year of the Safety Leadership program, workshops had about 45 attendees. Since then, typical classes sizes have been in the range of 12-30 attendees.

The instructor envisions that people will register for a specified sequence of sessions so that they attend the entire workshop with the same cohort.

For reference, the in-person workshop has historically been scheduled for a total of 5 hrs. This 5-hr period included 4 hours of content, a 30-minute lunch break and a total of about 30 minutes of breaks.

The workshop has evolved slightly over time. The most recent outline of the in-person workshop, as revised in 2019, is:

- 1) Welcome & Introduction
- 2) Charlie's Story
- 3) Introduction to Safety Culture
- 4) Leadership 101
- 5) Leader's role
 - a) Risk management
 - b) Incident response & follow-up
- 6) Safety Space
 - a) The Job Site
 - b) The Individual
 - c) The Group
- 7) Continuing the Journey
- 8) Summary and Closing Thoughts

Pricing:

Curriculum Development for transitioning Module 3, Safety Leadership to online = estimating a maximum of **30 hours for Zoom = \$6,000**

Safety Leadership Workshop = \$2,000 per workshop which includes 4 hours of instruction, instructor prep, local travel (if in person). Outstate travel will be reimbursed per State of MN Commissioner's Plan and be mutually agreed upon.

Consulting services or any additional work outside the agreed upon time included with instruction will be billed on a monthly basis at the rate of \$200 per hour.

This document is an addendum to the existing training contract which expires June 30, 2021.

Katie Hardyman, Director of Business Relations
khardyman@southeastmn.edu
651-764-0160

Minnesota State College Southeast



MNIT Services DNR Shared Services Service Agreement

FY20-21

Last Update 06/13/2020

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Service Agreement

This document is an addendum to the Comprehensive Service Level Agreement (SLA) between MNIT Services and the Department of Natural Resources (DNR) by providing several financial and legal-structural elements considered to be necessary by DNR executive management. First, it provides a description of the methodology used to allocate costs for MNIT DNR (@DNR) “shared” services to its DNR division customers. Second, it provides certain service term details that demarcate responsibilities between DNR staff and MNIT service categories. Third, it authorizes the establishment of a contractual framework that allows the MNIT DNR Chief Business Technology Officer (CBTO) to negotiate directly with DNR division directors for supplemental IT services. Finally, it authorizes and documents necessary terms for operating the DNR Computing Equipment Fleet (CEF), 2-Way Radio, Security Badge Access and Video Surveillance programs.

Purpose

The purpose of this Service Agreement (SA) is to describe the roles and responsibilities for MNIT DNR staff providing local IT shared services (Office of MN.IT Services) and those using technology services (DNR) and the Department of Natural Resources Operational Order 122 (Shared Services Governance Framework). It outlines how products that are delivered via the DNR’s Shared Services structure will be paid for and includes ways to measure service effectiveness. This SA will:

- Outline services to be offered and working assumptions between MNIT DNR and its DNR customers;
- Establish service level expectations for local services;
- Describe the methods used to measure the quality of local service provided;
- Define mutual requirements and expectations for local services and overall performance;
- Strengthen communications between MNIT DNR shared service providers and its DNR division customers.

MNIT DNR Mission

The MNIT Services DNR program supports DNR’s outdoor recreation, economic development, and conservation mission by providing information systems utility services, technology support to DNR employees, expertise for improving business processes through technology investment, maintenance and protection of DNR information assets, public access to DNR information resources, and advancement of DNR’s strategic initiatives through focused technical consulting and project support.

By linking DNR values to overall MNIT Services DNR program priorities and goals, a services delivery model has been developed that promotes accountability, business alignment, and fairness in apportioning costs to DNR division customers.

Terms of Agreement

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

This agreement commences on July 1, 2019 and expires June 30, 2021.

Core Hours of Operations

MNIT @DNR's support services are available from 8 am to 4:30 pm Monday through Friday, with the exception of approved holidays. Hours may be adjusted due to system/power outages, emergency situations, or disaster. Software based support is also available during extended business hours (weekends 6:00 AM – 10:00 PM).

Costs

The DNR Commissioner maintains executive decision-making responsibilities for MNIT DNR shared services. The Shared Services Governance Board ("Board") evaluates services, funding levels and the allocation of costs. Service levels and costs are based on the technology services the divisions need to deliver natural resources results. Divisions determine the funding sources so that fund integrity is maintained.

For all areas of shared services, "extraordinary" costs are managed as exceptions. Assessments to the units that incur the extraordinary costs reflect all costs incurred to provide the service. At times, single events or unanticipated economic conditions may affect the MNIT DNR's ability to provide needed services.

Shared services provided to DNR under this SLA are allocated across all units on a consumption basis and are administered through this Service Agreement. OSD Financial Services and MNIT DNR will prepare semi-annual invoices for the divisions based on the rates set by the Board and approved by the DNR commissioner. Equipment (radios and computers), Security Badge Access, Video Surveillance and professional services are billed separately using existing processes.

The total cost of shared services work performed under this agreement is described in Exhibits A and B as incorporated into this SLA. This amount is based on the approved shared services rate model, Board recommended and Commissioner-approved initiatives, interagency services, credits, direct and necessary billings, and other such services.

Rates

Shared services costs are determined by a series of rates based on service use and cost drivers. Rates and costs, with the exception of professional services rates, are reviewed annually by the Board and adjusted as necessary. Descriptions of each program funding model and billing structure are described in Exhibit A and incorporated into this SLA. The cost allocations and estimated costs for these services are incorporated into the DNR's annual spending plan process and are posted on the DNR's intranet.

- The shared services rate structure for: Support, Operations, Digital Security, Applications, Program Management, GIS, Financial Systems Support, Program Management and Web Services is tied to the cost-drivers of budget, active network logins, human based e-mail accounts and DNR Consolidated indexes which indicate overall volume of work, staffing support and operational complexity respectively. The indexes show a high correlation to actual cost of service and are sensitive to changes in consumption rates managed by the divisions.
- Radios and computing equipment fleet (CEF) rates are charged on a unique cost per unit basis. Business units have discretion regarding the quantity and types of these services consumed. Contract or project services tied to specific division initiatives and are provided through supplemental SLAs between MNIT DNR and the requesting division. Contract services or project services costs are allocated on a time and materials basis based on currently approved hourly rates.

Supplemental Work and Initiatives

The Board may recommend, and the Commissioner may approve, additional funding for MNIT DNR to provide supplemental work on initiatives (new or expanded services that lie outside of the scope of the SLA). New initiatives trend toward projects of shorter duration, scoping projects, and discrete services which are supplemental to the SLA. This funding generally comes from the shared services corpus and may not result in a direct billing to the divisions during the SLA term. Exhibit C describes the nature and costs of these services which are incorporated into this SLA for FY20-21.

Authorized Representatives

MNIT DNR Authorized Representatives, or his/her successor(s), are:

- Jenna Covey, Chief Business Technology Officer
- Tim Loesch, Deputy Chief Business Technology Officer

General questions about this SLA may be directed to Marcia Honold, Planning Director, OSD.

Obligations

Implementation Obligations

Through this SLA, the DNR Commissioner assigns responsibility to MNIT DNR to provide services at a specific level. MNIT DNR has the authority to expend funds collected under this SLA. MNIT DNR agrees to provide the delegated service at that level and is obliged to develop the supporting management and service delivery systems. These include, but are not limited to effective communications, tracking performance against standards, and corrective action as appropriate.

Compliance

Through this SLA, the DNR Commissioner assigns division directors the duty to comply with the responsibilities detailed in the SLA. These responsibilities are designed to ensure efficient and effective provision of support services. They include, but are not limited to, responsibilities such as providing priorities, providing sufficient lead time, proper completion of request forms, and establishing reasonable deadlines.

Service Constraints

Conformance Requirements

MNIT policy changes and/or federal or state regulations may alter procedures and service delivery timeframes.

Dependencies

Achievement of the service level commitment is dependent upon customer compliance with agency policies and procedures.

Service Demands

Changes in workload caused by natural disasters, or man-made acts such as power outages, system unavailability or system response time may result in temporary reduction of services or the types of services that are offered.

Staffing Constraints

MNIT DNR will prioritize service delivery based on staffing capacity and availability and in consultation with agency leadership.

Periodic Reviews

The Chief Business Technology Officer and the Board will review the performance of the SLA against agreed-upon service level expectations annually or more often if needed. The scope of the reviews may include a review of:

- Business needs
- Scope, quality and cost of shared services
- Cost control, both from the MNIT and Board perspective
- Progress reports on SLA goals and services.

MNIT assesses customer satisfaction through surveys and may use the results as a basis for recommended changes to this agreement.

MNIT DNR Service Agreement Maintenance

Section 4 – MNIT DNR Service agreement will be reviewed periodically and updated as needed. MNIT DNR Local Services, local DNR shared service rates, and cost revisions may become necessary due to changing service needs, modifications to existing services, addition of services, significant variations from agreed upon service levels. Amendments to this MNIT DNR Service Agreement will be reviewed by the DNR Shared Services Board and approved in writing by the DNR Commissioner and MNIT DNR Chief Business Technology Officer.

Services Provided

MNIT DNR provides local shared services in the areas of Support Services, Operations, Application Services, Digital Security, GIS, Financial Systems Support, Program Management, and Web Services. Descriptions of MNIT's local shared services programs by service provision area are documented in Exhibit B and incorporated into this SLA. Services and programs are grouped as follows:

Service Type	Service Categories
<p>MNIT DNR Local Shared Services</p> <p><i>Billed as Shared Services Rate</i></p>	<ul style="list-style-type: none"> • Support Services <ul style="list-style-type: none"> – MNIT DNR Local Service Desk (Tier 1, Tier 2, and emergency support) – Performance Monitoring and Reporting – Mobile Device Support – User Training – Facilities Services (AV, Lab) • Operations Services <ul style="list-style-type: none"> – Server Support – Storage and Backup – MNIT DNR local telecom/voice communication services – Facilities Business Analysis – Physical Security – MNIT DNR Workstation management – DB/Middleware Operations Support – IT goods and services procurement • Application Services <ul style="list-style-type: none"> – DB Administration – Middleware Admin – Application Management • Digital Security Services <ul style="list-style-type: none"> – Security Governance – Security Incident Response – Vulnerability and Threat – Physical Security • Program Management Services <ul style="list-style-type: none"> – MNIT required reporting software • GIS Services <ul style="list-style-type: none"> – GIS User Support – GIS Data Access – Desktop Tool Development • Financial Systems Support <ul style="list-style-type: none"> – WIRES Support • Web Services <ul style="list-style-type: none"> – DNR Public Web Support

	<ul style="list-style-type: none">- DNR Intranet Support
<p>MNIT DNR Local Business Services</p> <p><i>Consumption Based (Direct Bill)</i></p>	<ul style="list-style-type: none">• Computer Equipment Fleet• Radio Equipment Fleet• Physical Security<ul style="list-style-type: none">- Operations and Maintenance of Site specific systems• Professional Services (out of scope)<ul style="list-style-type: none">- Business Services- Project management- GIS Application Development Services

Exhibit A – Program Funding Methodology

Costs for services are charged through established rate structures as described on the DNR’s Spending Plan page located on the DNR’s intranet or on file with OSD. Professional Services are billed separately. The following is a summary of services, allocation methods and billing frequency for services described in this SLA.

Costs for Service Summaries

Shared Services– Program Funding Model

Service	Description	Allocation	Billing Timing
MNIT DNR Shared Services	Department’s centralized support services include, Support Services, Operations Services, Application Services, Digital Security, GIS, Financial Systems Support, Program Management, and Web Services	Allocation of approved budget is based on a set of indexes including Network Logins, Computer counts, Site Occupancy, Business Application Impact, DNR Consolidated Index, Total revenue and financial transaction and GIS use. Budget does not include revolving funds, clearance accounts and pass through funds.	July/Jan
Computer Equipment Fleet	Includes computer accessory replacement, and field site server equipment replacement (CEF Infrastructure).	Computer accessory rates are charged for deployed machines and peripherals. CEF Infrastructure or Field site equipment hosting costs are allocated based on the consolidated network index, which is the relative work site presences and network login count.	Quarterly

Service	Description	Allocation	Billing Timing
Radio Account	Management of radio equipment.	Users are charged based upon selection and inventory of equipment that is deployed to each division.	Quarterly

Exhibit B – Services and Programs

The purpose of Exhibit B is to provide transparency, good customer service, and value by making it easier to find information on services provided to the DNR. Service delivery is prioritized by the Governor’s Office, Commissioner’s Office, Division Directors and Regional Directors based on the MNIT DNR work plan, biennial budget, Conservation Agenda and other agency plans and priorities.

The SLA’s programs and services are grouped by Core Management Area (Support, Operations, Application, Security, GIS, Financial Systems Support, Program Management, and Web Services) and then are organized as follows for each program area:

- **Program:** contains brief overview of services provided.
- **Shared Services:** describes the scope of services that are provided by the base rate and a description of the funding model.
- **What is included, what is not included:** describes items in and out of scope of the service provided.
- **Service level terms:** specific terms of service for each service item.
- **Specialty Services (fee for service):** describes any services not provided by the base rate and how the customer requests these services, and how MNIT DNR determines the costs for services.
- **Customer Input:** describes any committees or customer advisory groups for that service or program area.
- **Customer Requirements:** describe customer requirements, including a description of how the customer can control costs through the choices that they make regarding this service if applicable.
- **Service Level Terms:** review and update service level terms.

MNIT DNR Core Management Areas

Support Services

Technical support for computing devices, mobile devices, peripheral equipment and IT procurement.

Operations Services

High-level support for IT hardware, software, and hosted services.

Application Services

Development, maintenance and support of agency business applications, databases and associated infrastructure.

Digital Security Services

Providing local digital security services for the DNR, including security risk assessments and administering security training for DNR staff.

GIS Support Services

GIS Support Services include department-wide Infrastructure management, technical support, and agency priority analysis of GIS projects. GIS application development is provided separately from this agreement as professional services.

Financial Systems Support

The Financial Systems Support services that are covered in this agreement include the Implementation, maintenance and support of the department's accounts receivable system – WIRES.

Program Management Services

Program Management leadership services include implementing MNIT program management policies and standards, and developing DNR specific operating processes and procedures.

Web Services

Providing leadership and support for DNR internet-based services including the DNR public website (<https://mndnr.gov>), DNR Intranet (<http://intranet.dnr.state.mn.us>) and social media channels.

Specialty Services

Computer Equipment and Radio Fleet.

Support Services

This service area provides technical support for computing devices, mobile devices and peripheral equipment.

- MNIT DNR Local Service Desk
Technical Assistance and user support services provided by MNIT DNR staff
 - Tier 1 support: service desk
 - Tier 2 support: operations staff
- Performance Monitoring and Reporting
- Mobile Device Support
- User Training
- Facilities Services (AV/lab)

Funding Model

- Index Measure: Network Logins
- Index Definition: Active network logins as defined by the number of human-assigned Email addresses associated with each division, calculated as a monthly average over the previous year (or nearest period where data are available)
- Cost Distribution Plan: Calculate total Support Services and divide by the number of network logins department wide to develop a cost per network login rate. Divisions are then assessed based on the number of network logins.

Services in-scope of this agreement:

- a. Log, track and escalate customer problems and requests
- b. Perform diagnostic procedures, resolve problems, and document resolution
- c. Communicate information on system-wide problems, anticipated resolution, and planned downtime
- d. Provide assistance, troubleshooting, and repair day to day problems, scheduled projects, including deployments of PC's, tablets and mobile devices
- e. Advise customers of request status and expected time to resolution
- f. Finalize setup and transfer of user data to new computer
- g. Provide technical support to Central Office Computer Training Center (CTC)
- h. Network printer installation and troubleshooting
- i. Provide assistance, troubleshooting, scheduled projects, including installation with vendor of video conferencing and looping technology systems
- j. Provide setup and support for State Fair event

Services out of scope of this agreement:

- a. Desktop software funding
- b. Training beyond a brief introduction for new employees demonstrating how to log in to the network and start using e-mail and calendar software

- c. Copier and multi-function device purchasing, installation, maintenance, or troubleshooting
- d. Privately owned computers and mobile devices
- e. Customer owned computer equipment support of any kind.

Service Level Terms

- a. Local Service Desk staff use the data below to set priorities, create daily assignments and balance workloads.
 - i. Priority 1 problems are the highest priority and are resolved first
 - ii. Problems within the same priority level are resolved first come, first served basis
 - iii. Special consideration may be given to mobile and remote employees with limited access
 - iv. In the event of a catastrophic event or failure of a utility, response times may be longer
 - v. Problem acknowledgement and response initiation for priority 1-3 requests is within 2 hours
 - vi. 98% of voice and e-mail requests that are received between 7:30 am and 4:30 pm on non-holiday weekdays will receive electronic acknowledgement within an hour
 - vii. 95% of users say they were provided an estimated completion for their service request and that either that estimated time was achieved or they received adequate status reports until their need was satisfied
- b. Resolution time
 - i. 95% of priority 1 problems assigned to local service desk will be resolved within 4 business hours
 - ii. 95% of priority 2 problems assigned to local service desk will be resolved within 8 business hours
 - iii. 90% of priority 3 requests are resolved by close of business on the following day
 - iv. 90% of priority 5 requests are resolved by the requestor's deadline or within one week, whichever is later
- c. Proactive support
 - i. Each networked personal computer will be evaluated at least once per year via either individual, personal site visit, or remote access
 - ii. Local Service Desk technicians will perform sixty on-site visits per year to ensure proper environment health, and resolve on-going issues
- d. Satisfaction
 - i. 95% of those who report having used local service desk support say they are satisfied with the service they received

Priority	Description and Examples	Problem Resolution Goal
1	<ul style="list-style-type: none"> • Mission critical system is down (e.g., network access) • Central Office users are affected by the problem • Data is corrupted (e.g., virus infection) • Regulatory deadline will be missed 	1 to 4 business hours
2	<ul style="list-style-type: none"> • Intermittent or unstable network connectivity • 25 or more users are affected by the problem • No workaround or alternative is available 	1 to 8 business hours
3	<ul style="list-style-type: none"> • Computer is down and employee is unable to perform his or her job • Basic functions are usable with minor restrictions • Workaround or alternative is available • (e.g., redirect print jobs when local printer fails) 	Next business day, or as scheduled with customer
4	<ul style="list-style-type: none"> • Minor problem – defect is cosmetic or simply a nuisance • (e.g., formatting of converted documents) • Chronic problems that require research for resolution • Complex project requiring extensive research and troubleshooting, including high level of expertise 	As scheduled with customer
5	<ul style="list-style-type: none"> • Planned project to fix a problem (e.g., make changes to network directory based on DNR re-organization) • Scheduled hardware or software upgrades • (e.g., set-up new computers, upgrade operating system) 	As scheduled by computer user support or network operations staff

Customer Input

Customers have a variety of ways they can provide input into services including:

- IT Advisory Committee
- Customer satisfaction survey

Customer Requirements

- Service requests should be made through our ticket management system (SDP) or via phone.
- Report issues and outages to the MNIT Service Desk.
- Include MNIT DNR staff early in projects that have an IT component.
- Follow MNIT and DNR guidelines for ordering IT equipment through Central Office Procurement

- Work with MNIT DNR infrastructure managers to develop plans for maintaining, enhancing, and decommissioning servers and with IT projects.
- Ensure that DNR employees are aware of MNIT security policies and procedures that are related to their role and responsibilities. For example, awareness of their role in managing non-public data

Operations Services

The Operations area provides high-level support for hardware, software and hosted services.

- Computer Server Support
- Storage and Backup
- MNIT DNR Local Telecom/Voice Communication Services
- Facilities Business Analysis
- Physical Security
- MNIT DNR Workstation management
- IT procurement

Funding Model

- Index Measure: Network Logins, Relative Site Occupancy, Business Application Impact Rating
- Index Definition: Network login count is combined with relative site occupancy in equal measure, and then combined as a consolidated network index with each division's Business Application Impact rating, which estimates relative rate of computing resource consumption in the DNR data center.
- Cost Distribution Plan: Calculate total Hosting Services costs and multiply by the combined index percentage for each division.

Services in-scope of this agreement:

- a. Full administration of server and storage infrastructure in support of business applications and other common services within the hosted or cloud hosted environments
- b. Administration of network based storage environment (SAN and NAS)
- c. System backup services
 - a. Hosted data
 - b. Cloud hosted data
 - c. Field sites with local network storage and backup systems
 - d. Disaster Recovery
- d. Maintain servers upon which DNR's internally based applications reside (production database, application and reporting servers). Tasks include updates to maintain security, enhance performance, and ensure proper integration with various components necessary to operate business applications.
- e. Monitor servers and software for continuity of operations, and troubleshoot and restore required devices and processes when needed.
- f. Develop and maintain infrastructure that forms the basis for business application development
- g. Maintain application product development, testing and training environments
- h. Provide DNR facility IT project coordination and analysis of services
- i. Information technology related investigative support, including but not limited to building access information, video surveillance, and computer forensics
- j. Providing local telecomm support including new site installs

- k. Provide support and maintenance of the Windows desktop environment including, software distribution infrastructure, product lifecycle management and anti-malware end point protection security, as well as provide enterprise operational support.
- l. Data practices and litigation hold support, including systems for providing secure storage for authoritative documents relevant to agency litigation, and documents subject to attorney-client privilege.
- m. Coordination for procurement of IT goods and services for the DNR.

Services out of scope of this agreement:

- a. Build applications or databases (available through supplemental agreements)
- b. Update, enhance, or maintain business-unit applications (available through supplemental agreements)
- c. Application hosting software licensing (operation system, virtualization, backup and recovery)
- d. Building access and video surveillance equipment installation is out of scope for this agreement (available through supplemental service level agreements and other funding mechanisms)

Service Level Terms

- a. Software based application failures diagnosed between 8:00 am and 4:30 pm on non-holiday weekdays will be restored within 4 hours on average
- b. Hardware based application failures diagnosed between 8:00 am and 4:30 pm on non-holiday weekdays will be restored within 2 business days on average
- c. Non-business hour application failures will be logged with resolution uncertain, and best level of effort in restoring services
- d. All files stored on network drives at hosted or cloud hosted sites are backed-up daily and retained for six months

Customer Input

Customers have a variety of ways they can provide input into services including:

- IT Advisory Committee
- Customer satisfaction survey

Customer Requirements

- Service requests should be made through our ticket management system (SDP) or via phone.
- Report issues and outages to the MNIT Service Desk.
- Include MNIT DNR staff early in projects that have an IT component.
- Follow MNIT and DNR guidelines for ordering IT equipment through Central Office Procurement
- Work with MNIT DNR infrastructure managers to develop plans for maintaining, enhancing, and decommissioning servers and with IT projects.
- Ensure that DNR employees are aware of MNIT security policies and procedures that are related to their role and responsibilities. For example, awareness of their role in managing non-public data

Application Services

Program Purpose and Scope

Development, maintenance and support of agency business applications, databases and associated infrastructure.

Funding Model

- Index Measure: Business Application Impact Rating
- Index Definition: Cross tabulate elements of each division's application portfolio against server resources managed in the DNR data center and tally these occurrences to form a measure of relative "complexity" or "resource impact" for each division.
- Cost Distribution Plan: Calculate total cost of supporting the department's current fleet of enterprise business applications (about 210 in number) and allocate those costs against the relative impact that each division portfolio has on the costs of maintaining the software computing infrastructure.

Shared Services – In Scope

Development, maintenance and support of shared database and application infrastructure including:

- dbAdministration
- Database server software - Oracle, PostgreSQL, MySQL and SQL ServerMiddleware Administration
 - Web and application server software - Apache, Tomcat and JBoss
 - Web and application server certificate management
 - Enterprise reporting environment – SAP Business Objects Edge
- Application Management
 - Shared application resources:
 - Extranet account management
 - US Bank remittance management
 - Common application libraries (Ruby Gems)
 - Application development and deployment infrastructure
 - Source code version control
 - Defect tracking
 - Application monitoring infrastructure
 - Application monitoring configuration

Specialty Services – Out of Scope

Development, maintenance and support of business-specific application, database and application infrastructure including:

- Business web applications, services and reports
- Business databases

- Non-standard database and application infrastructure deployments

Customer Input

- MNIT DNR Portfolio Management Team
- Business unit technical steering teams
- IT Advisory Committee

Customer Requirements

- Service requests should be made through established business unit and MNIT Services Project Management Office (PMO) processes.
- Report issues and outages to the MNIT Service Desk.
- Plan expenditures on business application development and maintenance, and communicate them to MNIT DNR staff prior to the beginning of each fiscal year
- Conform to established procedures for developing and executing project service level agreements
- Work with MNIT DNR applications managers to develop plans for maintaining, enhancing, and decommissioning business applications.
- Ensure that DNR employees are aware of MNIT security policies and procedures that are related to their role and responsibilities. For example, awareness of their role in managing non-public data.

Service Level Performance Monitoring

Process	Service Expectation	Metric or Key Performance Indicator	Monitoring Plan
Monitoring	Applications are being monitored for uptime and performance.	All applications are monitored using AppManager.	Quarterly review of report
Monitoring	Application infrastructure is being monitored for uptime and performance.	All application infrastructure is monitored using AppManager.	Quarterly review of reports.
Application Development	Application source code is managed using version control system.	All application code is maintained using Git or SVN.	Quarterly review of Git and SVN repositories.

Process	Service Expectation	Metric or Key Performance Indicator	Monitoring Plan
Application Performance	Applications are available for use during normal business hours except for planned outages.	Average application uptime meets or exceeds 99%.	Quarterly review of AppManager data.

Digital Security Services

Program Purpose and Scope

The purpose of this position is to support a program that mitigates threats to information systems resulting from either intended or unintended human tampering, thereby ensuring DNR's ability to maintain systems' integrity, confidentiality, accessibility and continuous operations. Areas of attention include security policy and standards deployment, secure systems engineering, change management procedure, crisis/incident reporting and management, security for hardware, network, system software, applications, databases, and physical security of the information technology investment.

Funding Model

- Index Measure: DNR Consolidated Index
- Index Definition: Combined fiscal activity and staffing level
- Cost Distribution Plan: Calculate total cost of providing the suite of services and allocate against the relative percentage expressed in the standard DNR Consolidated Index.

Shared Services - In Scope

- Information security risk gap assessments and remediation
- Information systems monitoring and vulnerability assessment
- Administering cyber security training to DNR employees
- Application security risk assessments and mitigations
- Input in access control management
- Review existing and proposed changes to information technology architecture and recommend architectural modifications required to ensure compliance
- Provide analysis and technical support for information security services, projects, applications and related requests

Specialty Services – Out of Scope (Available as Professional Services)

- Building access and surveillance equipment installation and support is out of scope for this agreement (available through supplemental service level agreements and other funding mechanisms).
- Network Infrastructure border control, security incident management and security forensics are provided by the enterprise security teams

Customer Input

- Cyber Security Risk Scorecard
- Monthly Threat and Vulnerability Management meetings
- Application security risk assessments

Customer Requirements

- Business Continuity planning, testing and execution

Service Level Performance Monitoring

Process	Service Expectation	Metric or Key Performance Indicator	Monitoring Plan
Cyber Security Risk Score Card Assessment	Work with MNIT staff to collect metrics data	Semi-annual delivery of Cyber Security Risk Score Card	Develop semi-annual plan to mitigate risk findings
Security Policies and Standards	Develop comprehensive environment security assessment	Security Gap Assessment	Provide recommendations for security compliance
Application Security Risk Assessment	Build detailed information assessments to ensure compliance with application security controls	Application Security Risk Assessment	Provide mitigation plans for application security findings

Program Management Services

Program Purpose and Scope

Program Management leadership services include implementing MNIT program management policies and standards, developing DNR specific operating processes and procedures, and departmental procurement of IT goods and services. Additional program management services include management support of business analysis, project management, data architecture, and portfolio management services for the department's IT projects and applications.

Funding Model

- Index Measure: DNR Consolidated Index
- Index Definition: Combined fiscal activity and staffing level
- Cost Distribution Plan: Calculate total cost of providing the suite of services and allocate against the relative percentage expressed in the standard DNR Consolidated Index.

Shared Services - In Scope

- Managing reporting requirements for MNIT Enterprise Project Portfolio and required legislative reporting on IT projects.
- Managing reporting requirements for MNIT Enterprise Application Portfolio on DNR applications.
- Developing operating processes and procedures for program management disciplines that are specific to the DNR lines of business.

Specialty Services – Out of Scope (Available as Professional Services)

MNIT DNR also supports project management, business analysis, and data architecture services for the agency. These additional services are available to programs and divisions as separate Service Level Agreements.

- Project initiation including project requests, project definitions, and draft SLAs.
- Project management, business analysis, and data architecture services. Management of division specific projects or application portfolios are incorporated into MNIT business services SLAs.

Customer Input

Customers can provide input to MNIT regarding program management through the following groups or to the individuals identified below.

- The IT Advisory Committee
- DNR Operations Managers Team.
- DNR Senior Leadership Team.
- MNIT DNR Chief Business Technology Officer (CBTO) or Deputy CBTO.
- MNIT DNR Program Management Office Supervisor.

Customer Requirements

To ensure successful IT program and project delivery:

- Be knowledgeable of roles and responsibilities for successful program management.
- Follow established policies and standards.
- Request and receive approval from appropriate MNIT and DNR management staff before beginning an IT project.
- Enter into professional service agreements to support program management disciplines at the DNR.

Service Level Performance Monitoring

Process	Service Expectation	Metric or Key Performance Indicator	Monitoring Plan
MNIT Enterprise and Legislative reporting	MNIT DNR projects that exceed \$25,000 will be reported to MNIT Enterprise and the Legislature twice per year in October (new) and January (full portfolio).	Prior to reporting in October and January, project status' will be reviewed with the DNR Commissioner's Office.	Review annual reports with DNR, MNIT DNR, and MNIT management staff prior to submission to the Legislature.
DNR CMO Reporting	MNIT DNR project status' will be reported to the DNR Commissioner's Office monthly. Application portfolio reporting to the Commissioner's Office will take place quarterly.	Report will be provided to the DNR Commissioners Office by the second work day of each month. The application portfolio will be reviewed with the DNR Commissioner's Office quarterly.	Provide monthly MNIT DNR project portfolio reports to the DNR Commissioner's Office. Provide quarterly application portfolio reports to the DNR Commissioner's Office.
Resource allocation	Available resources will be allocated to DNR projects upon execution of professional service level agreements.	Prior to approving a DNR/MNIT project service level agreement, evaluate MNIT resource availability and assign the appropriate staff.	Include all projects in the MNIT DNR project portfolio and review progress monthly.

Process	Service Expectation	Metric or Key Performance Indicator	Monitoring Plan
Implementing PMO policies, standards, and procedures	PMO policies, standards, and procedures will be communicated to DNR management and staff.	New or revised PMO policies, standards, and procedures will be communicated via the DNR Governance process (Senior Management, Directors team meetings)	Review new or revised PMO policies, standards, and procedures with the appropriate DNR governance teams when they are developed.

GIS Support Services

Program Purpose and Scope

Comprehensive delivery of GIS data, productivity software tools, and user support to the agency's 900 person GIS user base.

Funding Model

- Index Measure: GIS Support Rating
- Index Definition: Number of named ArcGIS users (defined as having used the software on 20 or more calendar days) – weight 80 percent.
- Cost Distribution Plan: Expressed as a relative percentage by division, GIS Activity Rating is applied against the total cost of providing GIS Technical Support services. An across the board 20 percent base is first evenly applied, upon which the Activity Rating percentage is subsequently applied.

Shared Services

- GIS User Support
 - GIS analysis, Regional planning, Natural resource management, Business intelligence
- GIS Data Access
- Desktop Tool Development
 - GIS application delivery

Shared Services - In Scope

- GIS data replication services to regional and area offices (72 sites)
- Content management of the Minnesota Geospatial Commons
- Network Accessible Storage (NAS) server setup, installation, trouble-shooting, and maintenance
- Administer enterprise spatial database software
- Maintain Spatial Data Catalog, metadata, and related content
- Maintenance of the following desktop software products: DNRGPS, ArcGIS, DNR Toolbox, GDRS Manager (Enhancements made at the discretion of MN.IT Services @ DNR staff)
- Integration with state enterprise level computing resources
- Remote support for customers seeking assistance with GIS software use or desktop software configuration
- Conduct support visits to DNR field sites
- Install and update GIS desktop software
- Payment of GIS software acquisition and licensing fees for business unit use (limited to the ArcGIS family of products, licensed by ESRI, Inc.)

- Regional project analysis and product development support (governed by position description of individual support staff member)
- Organized communications and events to inform customers of new developments in the area of GIS software and data product availability
- Monitor system performance
- Advancement and coordination of recreation map services to support facilitated access to DNR outdoor recreation data, including the integration of key recreation facilities data from Minnesota government business partners. This includes, and integration with mobile device delivery channels.
- Geospatial data publishing in the GDRS environment

Specialty Services – Out of Scope (Available as Professional Services)

- Creating new geospatial business data sets (available through supplemental SLA's)
- Application and database development (available through supplemental SLA's)
- Maintenance of existing custom applications (available through supplemental SLA's)
- Database maintenance (available through supplemental SLA's)
- Analysis projects outside of regional operations responsibilities (available through supplemental SLA's)
- Support of non-standard tools such as Google Earth, third-party software extensions to ArcMAP, or other products acquired by individual users
- Mobile Application software development (available through supplemental SLA's)

Service Level Terms

Hours of Operation

- Support Line Business Hours: 7:30 AM-4:30 PM
- After Hours support: None
- User requests are through the DNR IT Service Desk

Regular Maintenance

- Non-business hours, evenings or weekends depending on staff availability and the expected duration of the outage

Change management process/termination

- Change Management process/termination

Response time

- Problem acknowledgement and response initiation for priority 1-3 requests is within 2 hours
- Priority 1 problems are the highest priority and are resolved first. 95% of priority 1 problems assigned to GIS service desk are resolved within 4 business hours
- 95% of priority 2 problems assigned to local service desk are resolved within 8 business hours
- 90% of priority 3 requests are resolved by close of business on the following day

- 90% of priority 4 requests are resolved by the requestor's deadline or within one week, whichever is later

Priority	Description and Examples
1	<ul style="list-style-type: none"> • Mission Critical systems are down such as Network Accessible Storage Devices (NAS), Data corruption, or connectivity issues. • Mission critical enterprise data sets and applications such as Forest Inventory Module and WHEELS are off line. • Regional work priorities or Commissioner’s Office requests with associated deadlines
2	<ul style="list-style-type: none"> • Field Office visits scheduled well in advance • Ad-hoc user support that is mission critical and has no work-around or alternative is available. • System performance is degraded but system is still in operation
3	<ul style="list-style-type: none"> • Develop training materials and conduct training classes • Develop materials and conduct GIS User Meetings • Ad-hoc user support that is deemed to be a minor problem by both client and GIS coordinator • Scheduled hardware setup requests

Customer Input

Customers have a variety of ways they can provide input into services including.

- MNIT DNR Portfolio Management Team
- Business unit technical steering teams
- IT Advisory Committee
- Regional Director or Regional Management Team Requests to Regional GIS Support Staff

Customer Requirements

- All incidents/requests should be submitted to the IT Service Desk
- Participate in testing of recovered or enhanced/redeployed systems

Service Level Performance Monitoring

Process	Service Expectation	Metric or Key Performance Indicator	Monitoring Plan
Monitoring	Applications are being monitored for uptime and performance	All applications are monitored using GI Track	Quarterly review of reports or status?
Monitoring	Application infrastructure is being monitored for uptime and performance.	All application infrastructure is monitored using GI Track	Quarterly review of reports or status?
Application Development	Application source code is managed using version control system.	All application code is maintained using Git or SVN.	Quarterly review of Git and SVN repositories.
Application Performance	Applications are available for use during normal business hours except for planned outages.	Average application uptime meets or exceeds 99%.	Quarterly review of GI Track data.

Financial Systems Support

Program Purpose and Scope

Implementation, maintenance and support of the department's accounts receivable system – WIRES.

Funding Model

- Index Measure: WIRES Support Rating
- Index Definition: An index expressed as a percentage, accounting for total revenue, total revenue transacted, total receipts, total invoices, and total invoice distribution lines processed through WIRES in FY2018 and FY2019.
- Cost Distribution Plan: Calculate total cost associated with supporting WIRES as a business application and allocate those costs to business units based on revenue processing percentage.

Shared Services in Scope

Development, maintenance and support of WIRES and related infrastructure including:

- Oracle E-Business Suite modules: General Ledger, Account Receivables, Sub Ledger Accounting, Customers, Advanced Collections and E-Business Tax
- WIRES Oracle Enterprise database instance
- Financial Gateway interface
- Common WIRES-based reports
- Swift-related interfaces
- Swift-based financial and human resources data warehouse and data mart

Specialty Services – Out of Scope

Development, maintenance and support of business specific integrations with WIRES and associated infrastructure:

- Business application integration with the Financial Gateway
- Business report integration with WIRES and/or Swift data
- Custom data mart development based on Swift financial or human resource data warehouse and data mart resources

Customer Input

- FLOW
- IT Advisory Committee

Customer Requirements

- Service requests should be made through established business unit and MNIT Services Project Management Office (PMO) processes.
- Report issues and outages to the MNIT Service Desk.
- Conform to established procedures for developing and executing project service level agreements.
- Ensure that DNR employees are aware of MNIT security policies and procedures that are related to their role and responsibilities. For example, awareness of their role in managing non-public data.

Service Level Performance Monitoring

Process	Service Expectation	Metric or Key Performance Indicator	Monitoring Plan
Application Performance	WIRES available for use during normal business hours except for planned outages.	WIRES uptime meets or exceeds 99%.	Annual review of AppManager data.
Application Lifecycle	WIRES is current.	WIRES is running on supported versions of component software.	Annual WIRES technical health assessment.

Web Services

Program Purpose and Scope

Providing leadership and support for DNR internet-based services including the DNR public website (<https://mndnr.gov>), DNR Intranet (<http://intranet.dnr.state.mn.us>) and social media channels.

Funding Model

- Index Measure: DNR Consolidated Index
- Index Definition: Combined fiscal activity and staffing level
- Cost Distribution Plan: Calculate total cost of providing the suite of services and allocate against the relative percentage expressed in the standard DNR Consolidated Index.

Shared Services – In Scope

Design, implementation, maintenance and support of DNR internet-based services.

- Provide web hosting and security service procurement
- Provide web content management system (CMS) management and support:
 - system patching and performance tuning
 - integration with other DNR systems
 - productivity enhancements
 - configuration of associated security services (e.g. Cloudflare)
- Maintain and enhance the agency brand across all agency digital channels
- Monitor web server (and associated infrastructure) availability and performance
- Provide priority services and support during emergency or crisis situations (e.g. natural disasters or government shutdown)
- Provide consulting support to business units seeking to improve business operations and processes through web-based solutions
- Support the coordination of agency website content management activities
- Collaborate with DNR Web Liaison staff to maintain business unit content via the enterprise CMS, custom content management applications or file-based web servers
- Work with agency to develop and maintain information architecture for agency websites
- Work with agency to develop and apply design, presentation and content standards to agency digital channels
- Participate in the agency-wide web content governance groups
- Develop and maintain contracts for external services that support the agency's digital channels
- Coordinate search engine optimization (SEO) related activities using services such as Google Analytics
- Work with agency to promote ADA-compliance and state accessibility guidelines
- Work with agency to promote Plain Language principles
- Maintain and support of common web applications such as the calendar, photo uploader, LakeFinder and the Recreation Compass

- Train staff on how to develop and publish web-based content using the enterprise CMS
- Maintain and configure the enterprise Google Mini search appliance

Specialty Services – Out of Scope

Development, maintenance and support of business unit specific applications.

- Development of business unit specific content management applications or extensions to the enterprise CMS environment
- Development of interactive, business unit specific, web applications
- Extension of common web applications to meet specific business unit needs
- Document remediation for electronic accessibility compliance

Customer Input

- Weekly Web Liaison Meetings
- Web Governance Steering Committee
- Web Governance Operations Committee

Customer Requirements

- Focus web content management responsibilities into the hands of a limited number of qualified individuals and require them to conform to department standards for presentation, technical architecture, and collaboration
- Report issues and outages to the MNIT Service Desk.
- Service requests can be sent directly to webteam.dnr@state.mn.us.
- Consult with webteam staff early and often as new projects materialize.

Service Level Performance Monitoring

Process	Service Expectation	Metric or Key Performance Indicator	Monitoring Plan
Application Performance	DNR public website is available 24x7.	Public website uptime meets or exceeds 99% (<i>or whatever the Aquia SLA states</i>).	Annual review of AppManager and Aquia/New Relic monitoring data.

Process	Service Expectation	Metric or Key Performance Indicator	Monitoring Plan
Compliance	DNR public website is accessible.	DNR public website template is compliant with state accessibility laws.	Periodic checks – associated with site changes – using WAVE toolbar (https://webaim.org/). Continuous monitoring of site content using SiteImprove.
Monitoring	DNR internet services are being monitored for uptime and performance.	All applications are monitored using AppManager.	Quarterly review of reports
Security	DNR public website is secure.	Enterprise Drupal CMS is running a supported version and fully patched.	Continuous monitoring of Acquia and Drupal security announcement channels.

Specialty Services: Computer Equipment Fleet (CEF)

The Computer Equipment Fleet Service provides additional administrative services beyond MNIT enterprise workstation services, including Performance monitoring and tracking as well as Local Computing equipment fleet. CEF is a centrally managed service that streamlines equipment procurement and replaces personal and infrastructure computing equipment on a scheduled basis. CEF is a computing equipment provisioning program and operates in two segments:

1. Personal (individual) Computers
2. CEF Infrastructure

Additionally, the CEF program provides asset management services for DNR tablet devices, which are subject to a small administration fee.

Funding Model

- Index Measure: Computing equipment Inventory
- Index Definition: The inventory contains the list of computing devices and peripherals that are used by each division.
- Cost Distribution Plan – Costs are distributed based on the inventory and assets assigned to each division.

CEF Rate Model:

CEF Standard Computers	FY20 DNR CEF EST Monthly Rates	FY20 Count EST	FY20 DNR CEF Cost Estimate	FY20 MNIT Estimated Total Rates	FY20 Estimated totals	Increase
Desktops:						
Standard Desktop	\$37	650	\$288,600	\$68	\$506,345	\$217,745
Desktop Mini Tower	\$39	307	\$143,676	\$68	\$239,149	\$95,473
Laptops:						
Performance Laptop	\$56	1,588	\$1,067,136	\$88	\$1,562,116	\$494,980
Ultralight Laptop	\$58	198	\$137,808	\$88	\$194,773	\$56,965
Tablet:						
Windows Tablet	\$58	229	\$159,384	\$82	\$225,267	\$65,883
CEF Special Items:						
Custom Laptops	\$107	373	\$478,932	\$110	\$493,770	\$14,838
GIS Workstation	\$59	30	\$21,240	\$81	\$29,191	\$7,951
Totals		3,375	\$2,296,776		\$3,250,610	\$953,834

Services in Scope of this agreement in the Computer Equipment Fleet:

- a. Identification of computers and infrastructure equipment that requires replacement based on equipment life cycles defined by MNIT Enterprise standards, or equipment failure.
- b. Computer equipment purchasing, including specialized tablets, network attached storage devices, uninterrupted power supplies (UPS), servers and other server-based storage devices.
- c. Essential computing peripherals, including mice, keyboards, monitors, and adapters
- d. Continue local computing equipment inventory control
- e. Tablet procurement coordination (non-CEF funds), tracking, inventory control, and disposal
- f. Computing equipment surplus processing, in coordination with OSD staff for equipment processed through regional centers. Payment of equipment disposal fees to state contractor
- g. Computing equipment delivery to sites

Service Level Terms:

- a. Computing equipment inventory record will be 95% accurate based on available equipment status documentation, historical records, and network access records.
- b. Regularly scheduled (in-cycle) equipment replacement will reach fulfillment (meaning, notification of equipment availability to the customer) 4 weeks after finalization of the order.
- c. Immediate (out of cycle) equipment replacement will reach fulfillment 5 business days after request is logged in the ticketing system.
- d. Equipment pending disposal status will be flagged with the status within the inventory, two working days after receipt of the Equipment Transfer Record (ETR).
- e. All Computer Equipment purchased after June 30, 2013 is considered a MNIT managed asset managed through computer equipment fleet.

Services out of scope of this agreement:

- a. Equipment and services provided by MNIT Enterprise
- b. Cell phones and smart phones
- c. Global Positioning System (GPS) devices
- d. Printers, Faxes, and Multifunction devices
- e. Video Conferencing equipment (all types)
- f. External video cameras, cameras and microphones
- g. Specialized input devices for custom graphics production
- h. Adaptive technologies to support enhances accessibility to computer based resources

Customer Input

Customers have a variety of ways they can provide input into services including:

- IT Advisory Committee
- Customer satisfaction survey
- CEF Committee

Customer Requirements

- Service requests should be made through our ticket management system (SDP) or via phone.
- Report issues and outages to the MNIT Service Desk.
- Include MNIT DNR staff early in projects that have an IT component.
- Follow MNIT and DNR guidelines for ordering IT equipment through Central Office Procurement
- Work with MNIT DNR infrastructure managers to develop plans for maintaining, enhancing, and decommissioning servers and with IT projects.
- Ensure that DNR employees are aware of MNIT security policies and procedures that are related to their role and responsibilities. For example, awareness of their role in managing non-public data
- Report transfer of Computers

Specialty Services: Radio Equipment Fleet

The Radio Equipment Fleet is a local service that is unique to the Department of Natural Services and is not offered as a MNIT Enterprise Service. This program is responsible for radio equipment procurement, deployment, and decommissioning. The program strives to manage the fleet based on customer needs and efficiency gains. This is done by “right sizing” the fleet in terms of size and equipment “fit” to meet all the customer needs while controlling program costs.

Funding model:

- Users are charged based upon selection and inventory of equipment that is deployed to each division.

Radio Equipment Rate

- Radio rates are applied quarterly on customer inventory, a “pay as you go” system.
- Radio Rate = (Capital Cost + Maintenance + Repair Cost + Administration)/Life in Months

Services in-scope of this agreement – Radio Equipment Fleet:

- Identification of 2 way radio equipment that requires replacement based on established equipment lifecycles or equipment failure, or obsolescence within 2 way radio environment
- Radio equipment purchasing (portables, mobiles, base stations)
- Radio tower: Lease payments, repair / modification management
- Essential 2 way radio peripherals and radio accessories procurement including vehicle mounting hardware, carry cases, batteries, charging stations, and remote microphones
- Radio equipment specification coordination, training coordination, delivery, inventory control and disposal services
- Radio equipment manufacturer repair coordination

Services out of scope of this agreement – Radio Equipment Fleet

- Walkie talkies

Service Level Terms

- Regularly scheduled (in-cycle) equipment replacement will reach fulfillment (meaning, notification of equipment availability to the customer) 4 weeks after finalization of the order.
- Immediate (out of cycle) equipment replacement will reach fulfillment 5 business days after request is logged in the ticketing system.
- Equipment pending disposal status will be flagged with the status within the inventory, two working days after receipt of the Equipment Transfer Record (ETR).
- All radio equipment purchased is considered a DNR managed asset and the device is managed through Radio Fleet.

Customer Input

Customers have a variety of ways they can provide input into services including:

- IT Advisory Committee
- Customer satisfaction survey
- Radio Committee

Customer Requirements

- Service requests should be made through our ticket management system (SDP) or via phone.
- Report issues and outages to the MNIT Service Desk.
- Include MNIT DNR staff early in projects that have an IT component.
- Follow MNIT and DNR guidelines for ordering IT equipment through Central Office Procurement
- Work with MNIT DNR infrastructure managers to develop plans for maintaining, enhancing, and decommissioning servers and with IT projects.
- Ensure that DNR employees are aware of MNIT security policies and procedures that are related to their role and responsibilities. For example, awareness of their role in managing non-public data
- Report transfer of Radios.
- Follow Fire Program Standards for radio acquisition.

Exhibit C– Approved Initiatives

Approved Initiatives

The Shared Services Governance Board recommends, and the DNR Commissioner approves, new initiatives (changes in the service levels and/or service provision) for inclusion in the FY20-21 Shared Services SA.

Approved initiatives added to the SA base rate include the following:

- None

Services removed from the base shared services rate include the following:

- MNIT DNR Shared Services shifts to MNIT Enterprise Service Rates – see Exhibit D

Services added to the based shared services rate include the following:

- None

Supplemental services which are paid from the shared services corpus and are limited in scope and duration include:

- IT Technical Support \$150,000

Exhibit D – MNIT Common Analysis FY19 to FY20

Attached on next page

FY19 Service Categories	FY2019	FY20 Service Categories	FY2020	Delta
End User	\$ 620,718	Support Services	\$ 805,518	\$ 184,800
Hosting	\$ 383,881	Operations Services	\$ 930,560	\$ 546,679
Service Desk	\$ 1,621,415	N/A	\$ -	\$ (1,621,415)
Application Services	\$ 669,270	Application Services	\$ 750,199	\$ 80,929
Security	\$ 142,939	Digital Security	\$ 134,744	\$ (8,195)
GIS	\$ 1,011,188	GIS	\$ 1,022,605	\$ 11,417
Financial System Support	\$ 422,839	Financial System Support	\$ 449,288	\$ 26,449
Leadership	\$ 242,178	Program Management	\$ 10,000	\$ (232,178)
Web	\$ 720,864	Web	\$ 824,960	\$ 104,096
Subtotal	\$ 5,835,292	Subtotal	\$ 4,927,874	\$ (907,418)
		General Operating Adjustment	\$ 108,000	\$ 108,000
		IT Operating Adjustment	\$ 24,876	\$ 24,876
Final IT Common Budget	\$ 5,835,292	Final IT Common Budget	\$ 5,060,750	\$ (774,542)
LAM LRS	\$ 133,000		\$ 133,000	\$ -
Badge Access	\$ 68,082		\$ 69,167	\$ 1,085
Carry forward	\$ 280,681.00		\$ -	\$ (280,681)
Total Funds Available	\$ 6,317,055		\$ 5,262,917	\$ (1,054,138)

FY2019 SWIFT Revenue	
MN.IT Common	\$ 5,835,292.00
LAM LRS	\$ 133,000.00
Badge access	\$ 68,082.00
Subtotal	\$ 6,036,374.00
Carry forward	\$ 280,681.00
Grand Total	\$ 6,317,055.00

FY2019 SWIFT Expenses	
Payroll	\$ -
Non Payroll	\$ 5,479,415.00
Open Encumbranc	\$ 506,650.00
Grand Total	\$ 5,986,065.00



Signature Page

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

The MNIT Services DNR Shared Services Service Agreement is reviewed and recognized by:

Department of Natural Resources

The Office of MN.IT Services

DocuSigned by:
Barb Naramore
E6833F64A01F450...

DocuSigned by:
Jon Eichten
EDA8221B8A5441F...

Barb Naramore
Deputy Commissioner
Department of Natural Resources

Jon Eichten
Deputy Commissioner
Office of MN.IT Services

8/6/2020

7/14/2020

Date of Signature

Date of Signature

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This agreement is between the Office of MN.IT Services (MNIT) and the Department of Natural Resources (DNR).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** March 3, 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, 2022 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

MNIT and DNR are partnering with the United States Geological Survey (USGS) to acquire high-resolution digital elevation data developed from airborne lidar (Light Detection and Ranging) for an area around Lake Superior in the north-eastern part of the state. The data will be used to generate Digital Elevation Models (DEMs) for use in engineering design and design reviews, conservation planning, research, delivery, floodplain mapping, and hydrologic modeling utilizing lidar technology. The data is to be acquired during spring 2021. The project area will consist of high accuracy classified bare-earth lidar data in LAS format as well as raster DEMs per project requirements.

MNIT is serving as the fiscal agent for the State of Minnesota for this project. DNR will contribute \$200,000.00 to the project. DNR will remit this amount to MNIT. Subsequent to receipt, MNIT will remit this amount to USGS.

DNR and MNIT agree to share all data gathered or generated under the agreement with USGS.

3 Consideration and Payment

DNR shall remit payment to MNIT in the amount of \$200,000.00 upon issuance by MNIT of an invoice.

The total obligation of DNR for all compensation and reimbursements to MNIT under this agreement will not exceed \$200,000.00

4 Conditions of Payment

MNIT's obligations will be met upon remittance of the amount set forth in section 3 to USGS.

5 Authorized Representative

DNR's Authorized Representative is Craig Schmid, Forestry Deputy Director, 500 Lafayette Road, Saint Paul, MN 55155, 651-259-5276 or his/her successor.

MNIT's Authorized Representative is Dan Ross, Geographic Information Systems Director, 658 Cedar Street, Saint Paul, MN 55155, 651-757-2550

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: Jen Franklin Digitally signed by Jen Franklin | Grants Contracts Specialist Date: 2021.03.01 11:39:08 -06'00'

Date: March 1, 2021 190148 / 3-184035

3. DEPARTMENT OF NATURAL RESOURCES

By: Craig Schmid Digitally signed by Craig Schmid Date: 2021.03.01 15:08:29 -06'00'
(with delegated authority)

Title: Deputy Director

Date: March 1, 2021

2. OFFICE OF MNIT SERVICES

DocuSigned by:
Tracy Gerasch
58BF88875AF6441...
(With delegated authority)

Title: Procurement Director

Date: 3/2/2021

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This Interagency Agreement is between the Office of MN.IT Services ("MNIT") and the Minnesota Department of Natural Resources ("AGENCY").

Recitals

The Legislative Advisory Commission has approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology project described below.

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project is part of an upgrade of the AGENCY'S existing Project Proposal and Prioritization application to address better the tracking and prioritization of State Park development operations.

The Project Proposal and Prioritization application allows field staff to enter proposals for development work on State Park lands and for those proposals to be routed for Regional and State review and approval.

This project will increase the application's Technical and Business health scores by increasing efficiency, allowing for improved selection and tracking of projects, and tying work to budget planning. The underlying application infrastructure will also be upgraded as part of this project.

3 Consideration and Payment

The AGENCY agrees to contribute \$100,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the increase efficiency, better selection and tracking of projects, and tie to budget planning Statewide Integrated Financial Tools ("SWIFT") system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management

Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

5 Authorized Representatives

The AGENCY'S Authorized Representative is Mary Robison, Chief Financial Officer, by phone at 651-259-5561, or by email Mary.Robison@state.mn.us, or their successor.

MNIT's Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6 Amendments

Any amendment to this agreement must be in writing and will be effective upon approval and execution by the parties.

7 Liability

Each party is 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:

1. Minnesota Department of Natural Resources

(With delegated authority)

By: 
Title: 
Chief Financial Officer

Date: 6/26/2019

2. Office of MN.IT Services

(With delegated authority)

By: 
Title: 
Procurement Director

Date: 6/26/2019

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This Interagency Agreement is between the Office of MN.IT Services ("MNIT") and the Minnesota Department of Natural Resources ("AGENCY").

Recitals

The Legislative Advisory Commission has approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology project described below.

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

The AGENCY Lake Aeration Program exists to ensure the safe winter operation of aeration systems and the appropriate use of aeration technology. The primary purposes of aeration systems are to prevent winterkill of fish and to protect shorelines from ice damage. A permit from the AGENCY is required to install and operate an aeration system in any public water.

This work is part of an improvement plan to increase the operational performance, efficiency, and transparency of the lake aeration permit program by incorporating all aspects of aeration permitting into Minnesota Permitting and Reporting System (MPARS), a pre-existing AGENCY permitting application.

3 Consideration and Payment

The AGENCY agrees to contribute \$110,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools ("SWIFT") system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

5 Authorized Representatives

The AGENCY’S Authorized Representative is Mary Robison, Chief Financial Officer, by phone at 651-259-5561, or by email Mary.Robison@state.mn.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6 Amendments

Any amendment to this agreement must be in writing and will be effective upon approval and execution by the parties.

7 Liability

Each party is 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:

1. Minnesota Department of Natural Resources

(With delegated authority)

By: 
 21FD19E480A84C0...
 Title: Chief Financial officer

Date: 6/26/2019

2. Office of MN.IT Services

(With delegated authority)

By: 
 58BF08075AF6441...
 Title: Procurement Director

Date: 6/26/2019

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This Interagency Agreement is between the Office of MN.IT Services (“MNIT”) and the Minnesota Department of Natural Resources (“AGENCY”).

Recitals

The Legislative Advisory Commission has approved the use of the funds transferred by this agreement for work specified in the underlying Information Technology project described below.

1 Term of Agreement

1.1 Effective date: July 1, 2019, or the date the State obtains all required signatures to execute the interagency agreement authorizing the transfer of funds under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. Use of transferred funds is contingent upon MNIT Enterprise Project Management Office approval of the Project Summary.

1.2 Expiration date: June 30, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

This project is to procure and configure a web-based application offered by NatureServe that will:

- 1) Display Natural Heritage Information System (NHIS) public data layers (including, but not limited to, MBS Sites of Biodiversity Significance and AGENCY Native Plant Communities) in an easily accessible platform that does not require the viewer to have Geographic Information System (GIS) capabilities;
- 2) Provide non-GIS users a more efficient way to access NHIS nonpublic data layers (including, but not limited to, the Rare Features Data);
- 3) Automate and reduce the time it takes to screen proposed projects for impacts to rare features in a standardized and efficient manner for internal and external customers; and
- 4) Route (when needed) projects for in-depth Natural Heritage Reviews to determine impacts to state-listed species and other rare features.

3 Consideration and Payment

The AGENCY agrees to contribute \$110,000.00 to the Information and Telecommunications Account (ITA) for this project.

4 Conditions of Payment

4.1 MNIT Financial Management shall provide the AGENCY Chief Financial Officer with the Statewide Integrated Financial Tools (“SWIFT”) system appropriation transfer instructions. As required by Minn. Stat. § 16E.0466, the AGENCY shall submit an appropriation transfer in SWIFT for the amount specified in Section 3 of this agreement.

4.2 MNIT shall serve as the fiscal manager for this agreement. Funds will be deposited in the ITA as authorized in Minn. Stat. § 16E.21 and will be budgeted for the project described in Section 2 above for the term of the agreement.

4.3 The AGENCY shall not begin project activity until the MNIT Enterprise Project Management

Office approves the required project planning documentation including: 1) Project Summary, 2) Resource Plan, 3) Project Requirements, and 4) Project Quality Plan.

4.4 The AGENCY agrees that allowable direct and indirect costs associated with managing and supporting the implementation of the scope of work in Section 2 will be charged to the ITA contribution specified in section 3 above.

5 Authorized Representatives

The AGENCY’S Authorized Representative is Mary Robison, Chief Financial Officer, by phone at 651-259-5561, or by email Mary.Robison@state.mn.us, or their successor.

MNIT’s Authorized Representative is Tu Tong, Chief Financial Officer, by phone at 651-556-8028, or by email at tu.tong@state.mn.us, or their successor.

6 Amendments

Any amendment to this agreement must be in writing and will be effective upon approval and execution by the parties.

7 Liability

Each party is 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:

1. Minnesota Department of Natural Resources
(With delegated authority)

By: 
Title: Chief Financial officer

Date: 6/26/2019

2. Office of MN.IT Services
(With delegated authority)

By: 
Title: Procurement Director

Date: 6/26/2019

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT
DPS-DNR Radio Communications Dispatching Services**

This agreement is between the Minnesota Departments of Natural Resources – Enforcement Division (DNR) and the Minnesota Department of Public Safety, State Patrol Division (DPS).

Agreement

1 Term of Agreement

- 1.1 *Effective date:* July 1, 2019, or the date the DNR 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 DPS DUTIES

DPS shall:

- 2.1.1 Operate and maintain a radio communications broadcast system for the primary purpose of providing dispatching services. Such radio communications broadcast system shall be made available and accessible by the DPS to law enforcement personnel of the Enforcement Division of the DNR.
- 2.1.2 DPS shall provide radio communications dispatching services for the law enforcement personnel of the Enforcement Division of the DNR as per mutual agreement of contract protocols. DPS shall implement contract protocols as agreed to consistently in all dispatch locations.
- 2.1.3 The law enforcement personnel of the Enforcement Division of the DNR and the law enforcement personnel of the DPS shall have joint use and right to all of the dispatching services provided.
- 2.1.4 DPS shall provide dispatch service to the Turn In Poachers anonymous report line for DNR Enforcement during periods when DNR personnel are unavailable or not scheduled, including but not limited to non-business hours, holidays and weekends.

2.2 DNR'S DUTIES

DNR shall:

- 2.2.1 Provide, operate and maintain mobile voice radio communications equipment in compliance with DPS requirements.
- 2.2.2 Provide any and all subscriber equipment necessary for DNR's law enforcement personnel to use the data radio communications system.
- 2.2.3 Provide all software licensing and related software maintenance for DNR's users.
- 2.2.4 Make payment separate from this agreement for any additional services or costs incurred to provide access to systems, which are not part of the DPS's voice radio communications broadcast system, and are deemed necessary or requested by the DNR, including but not limited to per device fees for user access to CJIS.
- 2.2.5 Make payment separate from this agreement for any additional services or costs incurred to provide access to DPS's data information network systems, deemed necessary or requested by the DNR, including but not limited to user software licensing, software development, operations and /or maintenance, technical assistance and hardware. If the DNR requests additional functionality, products or other changes to support their needs,

then DPS will assess the feasibility of implementing the request including providing itemized estimates of development, software, support, etc. Both parties must agree to the changes prior to any work being done.

- 2.2.6 A new contract must be written and fully executed before June 30, 2019 by the DNR or all services will be stopped as of June 30, 2019

3 Consideration and Payment

3.1 Consideration for all services performed by DPS pursuant to the Agreement shall be paid by the DNR as follows:

- 3.1.1 For radio communications dispatch services at a flat rate of \$273,109.00 per fiscal year
- 3.1.2 For CAD connectivity, and annual fee of \$67,680.00 per fiscal year. The CAD fee is based on 188 mobile data computers at \$360 each per year.
- 3.1.3 Additional services or costs for technical support to resolve technical issues/concerns related to CAD and mobile data computers to DPS data network that are not covered under the flat rate referenced in 3.1.1 will be charged at the straight time rate of \$63.90 per hour and a the overtime rate of \$95.85 when requested and approved by the DNR not to exceed \$16,170.00 annually.
- 3.1.4 An annual fee of \$3,300.00 will be paid for having over forty (40) mobile data computers on the system.

3.2 Terms of Payment. The DNR shall make payment within 30 days after the DPS has presented invoiced to the DNR for services satisfactorily performed. DPS shall invoice the DNR annually on December 1st, of each state fiscal year for each state fiscal year's services stated in this agreement.

The total obligation of DNR for all compensations and reimbursements to the DPS under sub-section 3.1.1 through 3.1.4 of the agreement will not exceed \$360,259.00 per fiscal year, for a total of \$720,518.00 under this agreement.

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative is Col Rodmen Smith, DNR/Enforcement Division, 500 Lafayette Road, 115, St. Paul, MN 55155, 651-259-5042 or his successor.

DPS's Authorized Representative is Major Bruce Brynell, MSP Central Headquarters, 445 Minnesota Street, Suite 130, St. Paul, MN 55101-5130, 651-201-7145, 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: [Signature]

Date: 6/25/19

Contract 160384 / PO - 3-153800

2. MN Dept of Natural Resources - Enforcement

By: [Signature]
(With delegated authority)

Title: Assistant Director

Date: 6/25/19

3. MN Department of Public Safety

By: [Signature]
(with delegated authority)

Title: Assistant Chief

Date: 07-03-19



State of Minnesota Interagency Agreement

This Agreement is between the Minnesota Department of Natural Resources (DNR), Division of Forestry, 500 Lafayette Road, St. Paul, MN 55105, and the Minnesota Department of Public Safety (DPS), Minnesota State Patrol (MSP), 445 Minnesota Street, Suite 103, St. Paul, MN 55105.

Agreement

1 Term of Agreement

- 1.1 **Effective Date.** July 1, 2020, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration Date.** June 30, 2025.

2 Scope of Work

The MSP will provide aviation support services and equipment to the DNR, Division of Forestry, and its Minnesota Incident Command System (MNICS) partners as requested by DNR and as available by MSP for the purposes of supporting wildfire suppression and providing search and rescue services. This Agreement also includes training missions to enhance wildfire suppression effectiveness. When the MSP accepts an order from the DNR, MSP will respond with the appropriate aircraft that is configured and staffed to suit the requested services. Flight crews for DPS-owned aircraft shall only be obtained through MSP.

Firefighting missions are to be conducted in accordance with the DNR/DPS Helicopter Firefighting Operating Plan (Plan) which is incorporated into this Agreement by reference. DNR and MSP mutually agree the Plan will be updated annually, or more frequently as needed, to reflect operational standards, procedures, training, staffing requirements and reimbursement rates and it will be used to describe specific mission details.

Flight crews for firefighting shall be comprised of trained MSP pilots. For search and rescue operations, the flight crews shall be comprised of trained MSP pilots. MSP will determine the composition of the flight crews based upon MSP policies, procedures and applicable laws.

3 Consideration and Payment

DNR will pay MSP for all services performed by MSP under this Agreement as follows:

DNR will pay MSP for services performed based upon the actual aircraft and personnel provided and according to the rates established and approved annually by DPS. The rates for DPS-owned aircraft will be identified in the Plan. In addition to the applicable rates for DPS-owned aircraft, MSP will be reimbursed for MSP flight crew compensation based on the applicable collective bargaining agreement in effect at the time services are provided. The rate for the aircraft will be based on aircraft operation time, i.e. engine start to engine shut down.

DNR may cancel requested flights any time without incurring an obligation as long as the cancellation is made prior to MSP starting the aircraft engine. Once an aircraft engine has been started, DNR will be billed for aircraft and personnel expenses incurred by MSP.

The following guidelines shall apply to all billable services pursuant to this Agreement:

- Requests for service or assistance must be communicated to MSP by the DNR Helicopter Operations Specialist (HOS) or the DNR MIFC Aviation Dispatcher.
- Guidelines in the DNR/DPS Helicopter Firefighting Operating Plan must be followed.
- Training missions must be pre-authorized in writing by the DNR HOS.

DNR will be responsible for any contractually authorized per diem for MSP flight crew personnel. In the event that the aircraft and flight crew must remain at a destination overnight, DNR will be responsible for the flight crew personnel's compensation to include lodging and per diem. DNR will also be responsible for storage and parking expenses of the DPS-owned aircraft.

The total annual state fiscal year obligation of DNR for all compensation and reimbursements to MSP under this Agreement shall not exceed **Fifty Thousand and 00/100 Dollars (\$50,000.00)**. The total five-year obligation of DNR to MSP under this Agreement shall not exceed **Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00)**.

4 Conditions of Payment

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

5 Authorized Representatives

DNR's Authorized Representative is the following, or his successor:

Name: Robert A. Johnson
Address: Department of Natural Resources
402 SE 11th Street
Grand Rapids, MN 55744
Telephone Numbers: 218.322.2723
Email Address: Robert.A.Johnson@state.mn.us

MSP's Authorized Representative is the following person, or his successor:

Name: Lieutenant Craig Benz
Address: Department of Public Safety; Minnesota State Patrol
515 Eaton Street
Saint Paul, MN 55107
Telephone Numbers: 651.539.1301
Email Address: Craig.Benz@state.mn.us

6 Amendments

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

7 Liability

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


8 Termination

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

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

By: Jen Franklin

Signed:  Digitally signed by Jen Franklin
Date: 2020.07.02 08:26:01 -05'00'

Date: pending FY21 funds

SWIFT Purchase Order Number: 178921 / 3-172913

2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

By: Craig Schmid Digitally signed by Craig Schmid
Date: 2020.07.02 10:24:42 -05'00'
(with delegated authority)

Title: Deputy Director

Date: July 2, 2020

3. MINNESOTA DEPARTMENT OF PUBLIC SAFETY; MINNESOTA STATE PATROL

By:  DocuSigned by:
(with delegated authority)
Colonel Matthew Langer

Title: **Chief, Minnesota State Patrol**

Date: 7/2/2020



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

SWIFT Contract No.: 168688
Purchase Order No.: 3000025676
AI #: 39273
Project ID #: PRO20190004

DNR Contract #172064

STATE OF MINNESOTA INTERAGENCY AGREEMENT

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

Agreement

1 Term of Agreement

- 1.1 **Effective date:** January 7, 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

The DNR will conduct the work under this Agreement as specified in **Attachment A – Scope of Work**, which is attached and incorporated into this Agreement. Site-specific detailed workplans, project schedules and budgets will be submitted to the MPCA by the DNR in the form of **Attachment B – Example Work Plan Template**, which is attached and incorporated into this Agreement. Each Work Plan will be reviewed, approved, and encumbered by MPCA prior to work starting on a particular land survey.

3 Consideration and Payment

MPCA will reimburse DNR at the DNR Division of Lands and Minerals' professional services rate for real estate activities. If included in a site-specific workplan, the reimbursed cost of materials for each geodetic monument will not exceed \$500.00. DNR Division of Lands and Minerals' professional services hourly rate is \$111.00 for FY20 and may be adjusted to reflect the current hourly rate in effect each fiscal year thereafter.

The total obligation of the MPCA for all compensation and reimbursements to DNR under this Agreement will not exceed **\$300,000.00 (Three hundred thousand dollars and zero cents)**.

Invoices will be submitted on a monthly basis for services completed and will be submitted electronically to mca.ap@state.mn.us. Invoices should reference the SWIFT Contact number, purchase order number, the name of the land survey project, and the name of MPCA's Authorized Representative. If there is a problem with submitting an invoice electronically, please contact the Accounts Payable Unit at 651-757-2491.

4 Conditions of Payment

All services provided by DNR under this agreement must be performed to MPCA Authorized Representative's satisfaction.

5 Authorized Representative

MPCA's Authorized Representative is **Shawn Ruotsinoja**, 520 Lafayette Road North, St. Paul, MN 55155, 651-757-2683, shawn.ruotsinoja@state.mn.us, or his successor.

DNR's Authorized Representative is **Susan Damon**, 500 Lafayette Road North, St. Paul, MN 55155, 651-259-5961, susan.damon@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 Change Orders

If the MPCA's Authorized Representative 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 delay or jeopardize the success of the Project, alter the overall scope of the Project, increase or decrease the overall amount of the Contract, or cause an extension of the term of this Contract. Major changes require an Amendment rather than a Change Order.

The Change Order Form must be approved and signed by both Authorized Representatives **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 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.

1. STATE ENCUMBRANCE VERIFICATION

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

DocuSigned by:
Paul L. Nevin
894ACA4E32F44D3...

Date: January 7, 2020

3. MINNESOTA POLLUTION CONTROL AGENCY

(with delegated authority)

DocuSigned by:
Doug Wetstein
FA6D3C31C9384A6...

Date: January 28, 2020

2. MINNESOTA DEPARTMENT OF NATURAL RESOURCES

DocuSigned by:
Susan E. Damon
EE85E9F1ABEA4A7...

Date: January 27, 2020



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

SWIFT Contract No.: 168688

AI #: 39273

Project ID #: PRO20190004

ATTACHMENT A

SCOPE OF WORK AND SPECIFICATIONS FOR SURVEYING SERVICES AT MPCA

Construction and Design Survey

1. Conduct a topographic survey of the existing site condition.
 - a. The method of data collection will be identified in each site-specific Workplan (see Attachment B example). Methods of data collection may include conventional surveying and/or remote sensing, e.g., the use of fixed-wing aircraft or unmanned aircraft systems (UAS).
 - b. Remote sensing data may be derived from conventional photogrammetry and/or LiDAR data.
 - c. Minnesota Department of Natural Resources (DNR) may utilize a subcontractor to acquire topographic data as deemed necessary.
2. Use construction staking to lay out grades and to assist in verifying waste quantities.
3. For topographic surveys and construction staking tasks, provide:
 - a. Two (2) foot contours and Ten (10) foot index contours in either shapefile format or ESRI geodatabase feature class format.
 - The contour files must report vertical elevations as orthometric heights in U.S. survey feet using the North American Vertical Datum of 1988 (NAVD88) datum and must include appropriate vertical and horizontal spatial reference files and metadata.
 - b. Record spot elevation data in shapefile format, ESRI geodatabase feature class format, or Excel spreadsheet format.
 - Each feature must have at least four attributes: an alphanumeric identifier unique to each data point, X and Y locations, and elevation (Z) values.
 - The spatial reference information, including datums, ellipsoids/spheroids, measurement units, and map projections used to collect data must be indicated on the Excel spreadsheet or in the geographic information system (GIS) file's metadata.
 - Spot elevation horizontal locations must be reported in meters using the Universal Transverse Mercator (UTM), Zone 15 (extended) North American Datum of 1983 (NAD 83) projection. Vertical elevations must be reported as orthometric heights in U.S. survey feet using the NAVD88 datum.
 - c. A positional accuracy assessment for spot elevation and contour features.
 - The required positional accuracy of the contours and spot elevations is explained in detail in the Closed Landfill Program (CLP) Spatial Data Standards Manual (the Manual). All deliverables must meet or exceed accuracy thresholds set in the Manual.
 - Links to the National Standard for Spatial Data Accuracy (NSSDA) standard and Minnesota Information Technology Services (MNIT) Services guide to compliance are included on the Minnesota standards and guidelines website found at <https://mn.gov/mnit/government/policies/geo/methodology-for-positional-accuracy.jsp>.
4. Provide the Minnesota Pollution Control Agency (MPCA) a digital portable document format (PDF) version of the record drawing(s).

5. Provide other deliverables as described in each Workplan. Data products may require conversion between GIS and computer-aided design (CAD).
6. Provide other survey services related to site construction, environmental response actions, or remediation as described in each approved Workplan.

Property Boundary Survey

1. Conduct a search and review of county records where the site is located to compare existing recorded documents (e.g. deeds) to the property legally described in the Landfill Cleanup Agreement, Purchase Agreements (buffer land purchases), or other documents provided by the MPCA's Project Manager. The MPCA's Project Manager may identify other items for review such as easements, leases, restrictions, liens, etc., within and adjacent to the site. The MPCA's Project Manager will identify which items apply in the Work Order.
2. Obtain copies of recorded deeds, easements, and all other items identified in the Work Order. When there is a discrepancy between the documents the MPCA's Project Manager provided and those recorded with the County, prepare a written explanation and provide it to the MPCA's Project Manager before conducting any additional tasks addressed in the Work Order.
3. Provide one digital copy of recorded parcel deed(s), easements, and other pertinent records requested in each Workplan.
4. Conduct a survey to locate necessary geodetic control monuments, locate any necessary property boundaries, state-owned buffers, and/or easements, and install property markers along property boundaries as identified in each Workplan. Survey work is to be conducted under the direction of a State of Minnesota Licensed Land Surveyor in accordance with the current National Society of Professional Surveyors (NSPS) standards.
 - a. The Surveyor shall select the equipment and procedures necessary to obtain property boundary accuracies that meet the relative positional accuracy requirement of the 2016 or current ALTA/NSPS Land Title Survey minimum standards (<https://www.nspss.com/page/ALTANSPPStandards>).
 - b. If the MPCA is developing a new easement, the MPCA's Project Manager will provide the information on the location of the easement in order to survey the property.
 - c. Property markers are to be marked with durable monuments at property corners and along identified property boundaries with a maximum of 500 foot spacing, or as identified in each Workplan. The monument types and placement are described in the current Minnesota Department of Transportation (MNDOT) Surveying and Mapping Manual, Chapter 2.3 (<https://www.dot.state.mn.us/surveying/pdf/sm-manual-2007.pdf>).
 - d. Easements, right-of-ways, or other areas may also have boundary markers installed, which will be identified in each approved Workplan.
 - e. If necessary, re-establish public land corners per Minn. Stat. § 381.12, subd.3 (<https://www.revisor.mn.gov/statutes/cite/381.12>).
5. If the site does not have a geodetic control point within a reasonable distance (as determined on a per instance basis by the MPCA's Project Manager), install a new geodetic monument.
 - a. Installation of permanent geodetic monuments will follow the standards set forth in Chapter Two of the MNDOT Surveying and Mapping Manual (see link in 4c. above). Either a complete description or an as-built sketch detailing the installation of the geodetic monument (materials used, dimensions) shall be included with the Certificate of Survey.
 - b. Monuments must be established to meet or exceed a horizontal accuracy of 30 centimeters (cm) (~12 inches) or better in both local and network accuracies, a vertical accuracy of 1.5 cm (~0.05 foot) or better in network accuracy only, and a vertical accuracy of 3 millimeters (~ 0.01 foot) in local accuracy only. When setting geodetic control monuments that meet the required network vertical accuracy above, Online Positioning User Service (OPUS) must be used to obtain coordinate data, and must contain over two hours of data collection. If reconnaissance on geodetic control monuments shows that

these vertical or horizontal accuracies are unobtainable, the DNR's Project Manager/Land Surveyor and the MPCA's Project Manager will discuss alternative accuracies.

- c. For more information on National Geodetic Survey (NGS) standards and requirements, see the Federal Geodetic Control Committee's (FGCC) current versions of Geometric Geodetic Accuracy Standards and Specifications for using GPS Relative Positioning Techniques, last revised August 1989, (https://www.ngs.noaa.gov/PUBS_LIB/pub_GPS.shtml) and Standards and Specifications for Geodetic Control Networks, September, 1984 (http://www.ngs.noaa.gov/FGCS/tech_pub/1984-stds-specs-geodetic-control-networks.pdf).
 - d. When a new geodetic monument is installed, the DNR must provide the geodetic monument data to the MNDOT geodetic unit so that the monument data entered into the state geodetic monument database.
6. Provide the legal descriptions of the properties surveyed as a text document (.rtf) or (.doc) and as a PDF. The type of legal description and area to be described will be identified in each Workplan.
 7. Conduct a position accuracy assessment of geodetic control monuments when geodetic control monuments are installed for all property boundary features and submit an accuracy assessment report.
 8. Collect or obtain spatial and attribute data for all property markers, property boundaries, easements, parcels, geodetic control points, and any additional property boundary features specified in each Workplan.
 - a. The DNR should note that attribute data for several fields in the feature class attribute tables will need to be collected on-site. Plan accordingly to collect attribute data and survey feature locations simultaneously.
 - b. Additional ancillary datasets will be required to complete the feature class attribute tables, and may be obtained either from private and public ancillary datasets or from MPCA staff. All data purchases should be confirmed with the MPCA's Project Manager prior to purchase.
 9. Submit the property boundary features as feature classes with attribute tables in an "ArcGIS" geographic information system (GIS) ArcGIS 10.4 or later geodatabase. If requested in the Work Order, also provide the data as a current .dxf or .dwg "AutoCAD" computer-aided design (CAD) file.
 - a. Metadata, naming conventions, positional accuracy, and spatial references for each GIS or CAD file must follow the standards outlined in the Manual.
 - b. All the Manual standards also apply to purchased or obtained spatial data. In addition, each purchased or obtained feature must be acknowledged in the appropriated fields in the feature class attribute table, must be accompanied by a copy of the dataset's original metadata, and must be described in detailed in the feature class's metadata, as described in the Manual.
 - c. For the GIS file, the geodatabase file structure, attribute table contents and formatting, and feature definitions must also follow the Manual standards. (An Advanced license will be necessary to perform some formatting tasks.)
 10. Conduct adequate quality assurance/quality control (QA/QC) and meet all content and formatting deliverable requirements before final deliverables will be accepted by the MPCA.
 - a. The geospatial data, including all feature class attribute tables, shall comply with all the Manual requirements and must be submitted in the formats requested in the Work Order.
 - b. Deliverable formats for additional data, metadata, reports, maps, files, etc., will follow the formats specified in each Workplan.
 11. Provide an electronic draft Certificate of Survey drawing showing the property boundary, geodetic control monuments, dimensions, acreages, existing rights of way, easements on record, bond parcels, waste limits, and property descriptions as identified in each Workplan.
 - a. The scale of drawing will be 1-inch to 100-feet or as identified in each Workplan.

12. Provide a digital PDF of the Certificate of Survey signed and certified by a Licensed Land Surveyor, licensed by the State of Minnesota.
 - a. The Certificate of Survey must include all the features from the draft Certificate of Survey, and must also include a legal description of properties comprising the site, state-owned buffers and encroachments to or from the facility and all items identified in each Workplan.
 - b. The Certificate of Survey must also include the location and ID number of either all monuments located on the site or the closest monument to the site.
13. Printed maps must conform to the symbology standards described in the Manual. Symbology can be provided by the MPCA to the DNR as ESRI layer or style files, in addition to the examples and text descriptions provided in the Manual.
14. Provide other requested digital or hardcopy deliverables as described in each approved Workplan and Project Schedule. Data products may require conversion between GIS and CAD.
 - a. Any additional GIS or CAD dataset must conform to the symbology, accuracy, spatial reference, and other applicable data standards described in the Manual.

Site Feature Survey

1. Collect or obtain spatial and attribute data for each site feature specified in each Workplan. The deliverable formats for the site features and attributes are very specific.
 - a. The DNR should note that attribute data for several fields in the feature class attribute tables will need to be collected on-site. Plan accordingly to collect attribute data and survey feature locations simultaneously.
 - b. Some site features' geometry and/or spatial location may be obtained from existing data rather than surveyed. Additional ancillary datasets will also be required to complete the feature class attribute tables, and may be obtained either from private and public ancillary datasets or from MPCA staff. All data purchases should be confirmed with the MPCA's Project Manager prior to purchase.
 - c. See the Manual for more information on attribute content and data deliverable formatting.
2. Submit the site features as feature classes with attribute tables in an ArcGIS 10.4 or later geodatabase. If requested in each Workplan, also provide the data as a current .dxf or .dwg AutoCAD file.
 - a. All geospatial deliverables must adhere to the standards described in the Manual unless specifically noted in each Workplan.
 - Metadata, naming conventions, positional accuracy, and spatial references for each GIS or CAD file must follow the standards outlined in the Manual.
 - All the Manual standards also apply to purchased or obtained spatial data. In addition, each purchased or obtained feature must be acknowledged in the appropriated fields in the feature class attribute table, must be accompanied by a copy of the dataset's original metadata, and must be described in detailed in the feature class's metadata, as described in the Manual.
 - For the GIS file, the personal geodatabase file structure, attribute table contents and formatting, and feature definitions must also follow the Manual standards. (An Advanced license will be necessary to perform some formatting tasks.)
3. Conduct a positional accuracy assessment for all site features and submit an accuracy assessment report.
 - a. For all site features, positional accuracy must be assessed using the NSSDA accuracy standards. Methodologies for the assessment are described in Chapter 3 of the Federal Geographic Data Committee's (FGDC) Geospatial Positioning Accuracy Standards of 1998 (<http://www.fgdc.gov/standards/projects/FGDC-standards-projects/accuracy/part3/>) and Minnesota's metadata recordkeeping standard (IRM Standard 19).
 - b. A statement of feature accuracy must be stated in ground distance units in the metadata of each feature class (GIS or CAD).

- c. The PDF report must document the sampling and assessment methodology.
 - Both the test and independent (higher accuracy) data points for each assessment must be labeled and delivered in shapefile format with appropriate metadata and coordinate systems included.
 - d. Required horizontal and vertical accuracies for site features are explained in detail in the Manual. All deliverables must meet or exceed accuracy thresholds set in the Manual.
4. Conduct adequate QA/QC and meet all content and formatting deliverable requirements before final deliverables will be accepted by the MPCA.
 - a. The geospatial data, including all feature class attribute tables, shall comply with all the Manual requirements and must be submitted in the formats requested in the Work Order.
 - b. Deliverable formats for additional data, metadata, reports, maps, files, etc., will follow the formats specified in the Work Order.
 5. Provide color site maps (24 x 36 inches).
 - a. Printed maps must conform to the symbology standards described in the Manual. Symbology can be provided by the MPCA to the DNR as ESRI layer or style files, in addition to the examples and text descriptions provided in the Manual.
 6. Provide other requested digital or hardcopy deliverables as described in each approved Workplan and Project Schedule. Data products may require conversion between GIS and CAD.

The DNR must submit all GIS and CAD data, digital maps, PDFs, and other digital documents via a file transfer system. All submissions must remain on the file transfer protocol (FTP) server for a minimum of 30 days after each Workplan end date.

ATTACHMENT B – Example Workplan Template

[For Property Boundary Surveys]

(Date) _____

_____, Project Manager
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

RE: _____ PROPERTY BOUNDARY SURVEY

Dear _____:

This letter contains the Minnesota Department of Natural Resources Survey Unit’s (DNR) Workplan Proposal for the above-referenced project.

PROJECT UNDERSTANDING

The Minnesota Pollution Control Agency (MPCA) seeks to have the following surveying services performed at the _____:

- 1.) Survey all of the utilities Gopher State One Call are able to identify related to the landfill site.
- 2.) Install and survey a geodetic control monument on the site in an area designated by a MPCA representative, if necessary.
- 3.) Recover and/or replace and survey all of the property boundary corners.
- 4.) Set steel U-channel post along the perimeter of the landfill’s property boundary per the specification identified in the MPCA’s request for proposal.
- 5.) Populate the MPCA’s geodatabase with the information obtained in the course of the survey.
- 6.) Prepare a legal description of the entire property boundary.

For the purposes of this survey, the DNR will _____ (add project specific notes) _____

Additionally, it is understood that the U-channel steel post will be provided by the MPCA.

ATTACHMENT B – Example Workplan Template

PROJECT DELIVERABLES

- “ArcGIS” geographic information system (GIS) geodatabase populated with survey data obtained in the course of the survey.
- A spreadsheet with the northing, easting and elevation of each site feature or geodetic monument. The horizontal coordinates should be in Projected coordinate system: Universal Transverse Mercator (UTM), Datum: Revised North American Datum of 1983, NAD83, Zone: Zone 15 (extended), Units: Meters. The vertical elevations should be in Vertical Datum: North American Vertical Datum 1988 (NAVD88), Units: International (S.I.) Feet. *(Since this is not the native format of this coordinate system, it will need to be manually altered to meet the CLP Standard Vertical Datum: NAVD88).*
- U-channel post installed around the property boundary of the landfill.
- A single legal description of the site’s boundary based on _____ and DNR Survey Map in Word format.
- Subject to MPCA comments, final copies of all GIS related material, Excel spreadsheets and Word documents.

PROJECT TEAM

The project team is as follows:

- _____ – Project Manager / Land Surveyor
- _____ – Land Survey Unit Manager / Land Surveyor
- _____ – Principal Land Surveyor
- _____ – Survey Crew Chief
- _____ – Survey Crew Chief
- _____ – Survey Crew Chief
- _____ – CAD Specialist
- _____ – Survey Technician

PROJECT SCHEDULE

A tentative project schedule will be determined after consultation with MPCA staff. The MPCA will be provided with the tentative schedule for review.

ATTACHMENT B – Example Workplan Template

PROJECT COST

Total costs for this project are identified in the Cost Proposal below.

TASK DESCRIPTION	HOURLY RATE	HOURS	COST
RESEARCH	\$		\$
DATA ANALYSIS/COMPUTATIONS	\$		\$
FIELD WORK (2-PERSON CREW)	\$		\$
CADD/GIS WORK	\$		\$
CLIENT CONSULTATION	\$		\$
REVIEW	\$		\$
GEODETIC MONUMENT	NA	NA	\$
TOTAL COST			\$

If you have any questions, comments or need additional information please feel free to call or e-mail either me at _____ or _____ at _____.

Sincerely,
DNR

 Land Surveyor

ATTACHMENT B – Example Workplan Template

[For Site Feature (e.g. Well Elevation) Surveys]

(Date) _____

_____, Project Manager
Minnesota Pollution Control Agency
520 Lafayette Road North
St. Paul, MN 55155-4194

RE: _____ SITE FEATURE SURVEY

Dear _____:

This letter contains the Division of Natural Resources Survey Unit’s (DNR) Work Plan Proposal for the above-referenced project.

PROJECT UNDERSTANDING

The Minnesota Pollution Control Agency (MPCA) seeks to have (the groundwater monitoring wells) _____ at the (Site) _____ precisely surveyed and X, Y, and Z coordinates assigned to each feature per MPCA standards. Additionally, if a suitable benchmark is not within an acceptable proximity of the site, DNR Survey will set a new one on site. The benchmark will be referenced, vertically, to the North American Vertical Datum of 1988 (NAVD88).

PROJECT SCOPE

In order to complete this project, DNR survey personnel will execute the following tasks:

1. Coordinate with MPCA staff regarding the location and access to each feature to be surveyed.
2. Establish a precise X, Y and Z survey control point network on the site from which all (wells) _____ and subsequent features will be surveyed. The control point network will be based upon the Minnesota Department of Transportation’s Geodetic Control Point Network utilizing nearby geodetic control points.
3. Precisely locate all site features identified in the request for proposal document.
4. Perform a subsequent independent survey of all of the previously located site features, utilizing a data collection method of a higher precision, for accuracy reporting purposes.

ATTACHMENT B – Example Workplan Template

PROJECT DELIVERABLES

- A spreadsheet with the northing, easting and elevation of each site feature or geodetic monument. The horizontal coordinates should be in Projected coordinate system: Universal Transverse Mercator (UTM), Datum: Revised North American Datum of 1983, NAD83, Zone: Zone 15 (extended), Units: Meters. The vertical elevations should be in Vertical Datum: North American Vertical Datum 1988 (NAVD88), Units: International (S.I.) Feet. *(Since this is not the native format of this coordinate system, it will need to be manually altered to meet the CLP Standard Vertical Datum: NAVD88).*
- Accuracy Assessment worksheet.
- Portable document format (PDF) graphic depicting the precise locations of the surveyed _____ overlaid on the site’s aerial image.
- ArcGIS geodatabase populated with survey data obtained in the course of the site feature survey.
- Subject to MPCA comments, final copies of all geographic information system (GIS), “AutoCAD” computer-assisted design (CAD) drawings, Excel spreadsheets and PDF graphics.

PROJECT TEAM

The project team is as follows:

- _____ – Project Manager / Land Surveyor
- _____ – Land Survey Unit Manager / Land Surveyor
- _____ – Principal Land Surveyor
- _____ – Survey Crew Chief
- _____ – Survey Crew Chief
- _____ – Survey Crew Chief
- _____ – CAD Specialist
- _____ – Survey Technician

PROJECT SCHEDULE

A tentative project schedule will be determined after consultation with MPCA staff. The MPCA will be provided with the tentative schedule for review.

ATTACHMENT B – Example Workplan Template

PROJECT COST

Total costs for this project are identified in the Cost Proposal below.

TASK DESCRIPTION	HOURLY RATE	HOURS	COST
RESEARCH	\$		\$
DATA ANALYSIS/COMPUTATIONS	\$		\$
FIELD WORK (2-PERSON CREW)	\$		\$
CADD/GIS WORK	\$		\$
CLIENT CONSULTATION	\$		\$
REVIEW	\$		\$
GEODETIC MONUMENT	NA	NA	\$
TOTAL COST			\$

If you have any questions, comments or need additional information please feel free to call or e-mail either me at _____ or _____ at _____.

Sincerely,
DNR

 Land Surveyor

STATE OF MINNESOTA
INTERAGENCY AGREEMENT

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

Recitals

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

1. Term of Agreement

1.1 Effective date: *July 1, 2019*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

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

2 Scope of Work

2.1 MPCA Responsibilities:

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

FY2021 budget and subsequent invoice prior to June 30, 2020.

- D. The MPCA will submit draft work orders to the DNR for review, and either party may negotiate changes before final execution of any Work Order.
- E. The MPCA will provide timely deliverables as described in each work order, including regular progress reports, to the NRDA Management Team.
- F. The MPCA will review invoices and make timely payments to the contractor.
- G. The MPCA will track and report the remaining funds at the end of the fiscal year that were provided to the MPCA for NRDA expenditures.

2.2 DNR Responsibilities:

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

3 Consideration and Payment

Upon execution of the **Agreement**, the MPCA will send an invoice (SWIFT) to the DNR. The DNR shall encumber and promptly pay the MPCA invoice upon receipt. The total obligation of DNR to the MPCA under this Agreement will not exceed \$255,000 (Two Hundred Fifty Five Thousand Dollars) over the 2020-2021 biennium.

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

4 Conditions of Payment

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

5 Authorized Representatives

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

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

6 Amendments

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

7 Liability

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

8 Termination

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

1. State Encumbrance Verification

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

Signed: Felicia Barnes

Date: 7/24/2019

SWIFT Contract Number: 103342/2000157481

2. Minnesota Pollution Control Agency

Signed: Christine Curran

Title: Assistant Division Director

Date: 7-29-19

3. Minnesota Department of Natural Resources

Signed: [Signature]

(With delegated authority.) Steve Colvin

Title: Director, Ecological & Water Resources

Date: 7/29/19



Estimated Annual Budget
for MPCA/DNR Interagency Agreement
Minnesota Department of Natural Resources (DNR)

Doc Type: Contract

Program:	Natural Resource Damage Assessment	Fiscal Year:	2020
MPCA Authorized Representative:	Kathy Sather	Phone:	651-757-2691
DNR Authorized Representative:	Steve Colvin	Phone:	651-259-5709
Prepared by:	Susan Johnson	Phone:	218-302-6601

Estimated Annual Budget (add/delete rows as needed)

Project or Task (if known)	MPCA amount	DNR amount
1. Fiscal year 2019 balance remaining (estimated)	\$30,000	
2. St. Regis		\$75,000
3. Douglas Manufacturing or other cases (with approval)	(\$18,000)	\$60,000
4. Emergency funds for spills	(\$10,000)	
5. State NRD Alliance meeting	(\$2,000)	
Each Agency Totals:	0.00	\$135,000
Total amount requested (DNR Total minus MPCA Total):		\$135,000

Copies to: Susan Johnson, Program Coordinator, MPCA
Steve Colvin, Director, Ecological and Water Resources, DNR
Hans Neve, Manager, Closed Landfill and Emergency Management Section, MPCA

**STATE OF MINNESOTA
INTERAGENCY AGREEMENT**

This agreement is between the Minnesota Department of Natural Resources (DNR) and the Minnesota Board of Water and Soil Resources (BWSR).

Agreement

1 Term of Agreement

- 1.1 **Effective date:** November 7, 2018, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

2.1. Background.

This project, which is a cooperative effort between the Minnesota Department of Natural Resources (DNR) and the Minnesota Board of Water and Soil Resources (BWSR), will establish a wetland hydrology monitoring network in Minnesota to collect long-term hydrology data for reference wetlands and to assess the hydrologic characteristics of restored wetlands. This cooperative project is funded, in part, by a wetland program development grant from the U.S. Environmental Protection Agency (Grant No. CD 00E02438). The EPA will cover up to 75% of the costs, with DNR and BWSR each responsible to contribute, track, and report matching funds of at least 25% of the total project costs.

2.2. BWSR's Duties

For its part, BWSR will establish monitoring stations at 15 wetland restoration sites in the Mixed Woods Plains and Temperate Prairie ecoregions of Minnesota to assess the long-term hydrologic condition of these wetlands relative to their planned condition. Under this scope of work, BWSR agrees to:

- 2.2.1. Participate in project management and planning activities including the development of a Quality Assurance Project Plan and site selection analysis.
- 2.2.2. Purchase monitoring equipment for the 15 stations to be located in restored wetlands
- 2.2.3. Install monitoring equipment for the 15 restored wetland stations.
- 2.2.4. Conduct field visits to download data, conduct necessary quality control review of the data from the restored wetland stations, and prepare the data for upload to the state's water information system.
- 2.2.5. Assist with the final data analysis, review wetland hydrographs, perform statistical analysis, and prepare a report of the analysis results.
- 2.2.6. Document time expended and costs incurred in fulfillment of the commitments described above.
- 2.2.7. Submit complete information regarding costs and in-kind contributions in a manner that meets the reporting requirements of the EPA for the purposes of determining reimbursement from grant funds.

2.3. DNR's Duties

- 2.3.1. Act as the primary state administrator for the EPA grant
- 2.3.2. Agrees to make payment to BWSR in the amount and manner specified in Articles 3 and 4 below.

- 2.3.3. Participate in project management and planning activities including the development of a Quality Assurance Project Plan and site selection analysis.
- 2.3.4. Purchase monitoring equipment for the 20 stations to be located in least-impacted (reference) wetlands
- 2.3.5. Install monitoring equipment for the 20 reference wetland stations.
- 2.3.6. Conduct field visits to download data, conduct necessary quality control review of the data from the reference wetland stations, and prepare the data for upload to the state's water information system.
- 2.3.7. Assist with the final data analysis, review wetland hydrographs, perform statistical analysis, and prepare a report of the analysis results.

3 Consideration and Payment

The DNR agrees to reimburse BWSR to support its activities under the EPA grant, listed under section 2.2 above. The total obligation of DNR for all compensation and reimbursements to BWSR under this agreement will not exceed \$149,807.

BWSR will invoice DNR quarterly for its project cost share amounts and provide DNR with the documentation necessary to request reimbursement.

4 Conditions of Payment

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

5 Authorized Representative

DNR's Authorized Representative is Doug Norris, Wetland Program Coordinator, 500 Lafayette Road, Saint Paul, MN 55155-4025, 651-259-5125, doug.norris@state.mn.us, or his successor.

BWSR's Authorized Representative is Tim Smith, Wetland Banking Coordinator, 520 Lafayette Road, St. Paul, MN, 55155, 651-600-7554, tim.j.smith@state.mn.us, or his successor.

6 Amendments

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

7 Liability

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

8 Termination

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Felicia Barnes

Date: 11/7/2018

2. Minnesota Department of Natural Resources (DNR)

By: 
Steve Colvin (With delegated authority)

Title: Director, Ecological & Water Resources

Date: 11/8/18

3. Minnesota Board of Water and Soil Resources (BWSR)

By: 
(with delegated authority)

Title: Wetlands Section Manager

Date: 11/8/18

STATE OF MINNESOTA INTERAGENCY AGREEMENT

This interagency agreement ("agreement") is between the Minnesota Board of Water and Soil Resources ("BWSR") and the Minnesota Departments of Natural Resources ("DNR").

Agreement

1 Term of Agreement

1.1 **Effective date:** *September 1, 2018*, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.

1.2 **Expiration date:** *December 31, 2021*, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Scope of Work

ML 2018, Regular Session, Chapter 214, Article 4, Section 2, Subd. 9(h) appropriated \$750,000 to DNR for an agreement with the Crow Wing County Soil and Water Conservation District to increase watershed protection to maintain and improve water quality in lakes and rivers in Aitkin and Crow Wing Counties with about ten permanent RIM conservation easements and 12 forest stewardship plans and by implementing six best management practices. Of this amount, up to \$59,000 may be contributed to an easement stewardship account established under Minnesota Statutes, section 103B.103, as approved in the work plan.

DNR is in need of administration services from BWSR because of their expertise with RIM Easements and working with the Soil and Water Conservation Districts, duties will include:

RIM Easement Acquisition

Contract Management:

- Prepare grant agreements and amendments

Training and Communications:

- Communicate regularly, informally and formally, with LCCMR staff and grant recipients
- Train recipients on state grant requirements, including reporting procedures, proper documentation of expenses, policies, etc.

Reimbursement:

- Review reimbursement requests to ensure claimed reimbursements include sufficient documentation and comply with state and session laws, the LCCMR approved work plan, and the Office of Grants Management policies.

Fiscal and Close-out

- Encumber funds
- Financial reporting/reconciliation
- Grant monitoring

3 Considerations and Payment

- DNR to transfer \$750,000 to BWSR.

4 Conditions of Payment

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

5 Authorized Representative

BWSR's Authorized Representative, or his successor, is:
Bill Penning
Board of Water and Soil Resources
444 Pine St. Suite 130
St. Paul, MN 55155
(651) 262-6403

DNR's Authorized Representative, or his successor, is:

Katherine Sherman-Hoehn
Minnesota Department of Natural Resources
500 Lafayette Rd.
St. Paul, MN 55155
(651) 259-5533

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.

DEPARTMENT OF NATURAL RESOURCES

By: *Mary Hoken*
(With delegated authority)

Title: Chief Financial Officer

Date: 10/22/18

BOARD OF WATER AND SOIL RESOURCES

By: *Don W*
(With delegated authority)

Title: Assistant Director

Date: 10/12/18

149235
10/18/18
Kim M.

INVOICE

Remit To:

1 of 1

MN Dept of Natural Resources
500 Lafayette Road, Box 10
St Paul MN 55155

WIRES-SWIFT

Invoice #: 422144
Dated : 29-OCT-2019
GL Date : 29-OCT-2019
Due : 28-NOV-2019

MN DOT
395 John Ireland Blvd
MS 215
St Paul MN 55155

Please pay in SWIFT - MN DOT contact-Malaki Ruranika

Reference ID: MN DOT Coop Agrmt# 1028197

Description	Quantity	Price	Amount
Invoice Request - MN DOT Coop Construction Agreement 1028197/Heartland State Trail/Th10 Slope Reinforcement and storm sewer construction in association with the MNDNR construcion of the Heartland State Trail-Acorn Lake Segment.	1	308,971.26	308,971.26
Sales Tax			\$0.00
Total Due			\$308,971.26

For questions regarding this invoice or your account, please call Brenda Klecker at 651 259-5608. Interest may be charged on past due invoices at the rate determined by the state of MN. Pursuant to M.S.604.113, checks returned for non-payment will be charged a \$30 service charge and may subject the issuer to additional civil penalties.

MN DOT
395 John Ireland Blvd
MS 215
St Paul MN 55155

Invoice #: 422144
Dated : 29-OCT-2019
Due : 28-NOV-2019

Internal Note: PAT Invoice

Please detach and return this portion with payment of \$308,971.26

Internal Memo

Date: 10/29/2019

To: Brenda Klecker

From: Kent Skaar

RE: Invoice Request – MN DOT Coop Construction Agreement 1028197/ Heartland State Trail / TH10 Slope Reinforcement and storm sewer construction in association with the MNDNR construction of the Heartland State Trail - Acorn Lake Segment

Brenda,

At your earliest convenience please generate an invoice to the Minnesota Department of Transportation (MNDOT) under the following, in the amount of \$308,971.26:

Coop. Construction Agreement No. 1028197

Attached is a copy of:

Coop. Construction Agreement No. 1028197

Coop Construction Agreement Cover Letter

Construction Contract with Carl Bolander & Sons, LLC

The account that the funding should be directed to when received is the following:

20 - 2001 – R2934754 – R294215 (MNDOT COOP)

Once prepared please email copies of the invoice and the associated documentation as attached to Malaki Ruranika at MNDOT with copies to Brian Bausman (MnDOT) and myself.

Should you have any questions please contact me at your earliest convenience.

Thank You.

Kent Skaar



Date: February 25, 2019

Kent Staar
Senior Project Manager
500 Lafayette Road
P.O. Box 10
St. Paul, MN 55155-4010

RE: Coop. Const. Agree. No. 1028197
Minnesota Department of Natural Resources
S.P. 0302-84 (T.H. 10=002)
State lump sum payment for slope reinforcement and storm sewer construction by the DNR on T.H. 10

Dear Mr. Staar:

Transmitted herewith for the DNR's use and retention, is a fully executed copy of the subject agreement between the DNR and this department.

The State has received a certified copy of the low bid, and an abstract of all bids received by the DNR, for the proposed DNR contract construction designated by the State as State Project No. 0302-84 (T.H. 10=002).

Be advised of the State concurrence in a construction contract award by the DNR to Carl Bolander and Sons, LLC, the low bidder of this contract. The agreement provides for a lump sum payment by the State to the DNR for the slope reinforcement and storm sewer construction to be performed by the DNR under contract.

Upon receipt from the DNR of a written request in the amount of \$308,971.26, which includes certification that the DNR has awarded the contract, the State will process the payment.

If you have questions or need further information, feel free to call me.

Sincerely,



Malaki Ruranika
Cooperative Agreements Engineer

Enclosures

cc: Shiloh Wahl*
Jeff Perkins*
Brian Bausman*
Project Engineer *
Kara Taylor*
April Lucas*

File

MMR:(DRM)

* Electronic Copy

of applicable permits. MnDOT will have no liability to the DNR (or its contractors or consultants) for revoking this right of occupancy.

- 2.2. MnDOT Access; Suspension of Work; Remedial Measures.** MnDOT's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the DNR or its contractor. If MnDOT determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then MnDOT may direct the DNR (and its contractor) to take such remedial measures as MnDOT deems necessary. MnDOT may require the DNR (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. MnDOT will have no liability to the DNR (or its contractors or consultants) for exercising its rights under this provision.
- 2.3. Traffic Control; Worker Safety.** While the DNR (and its contractors and consultants) are occupying MnDOT's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (<http://www.dot.state.mn.us/trafficeng/workzone/index.html>). All DNR, contractor, and consultant personnel occupying MnDOT's Right-of-Way must be provided with required reflective clothing and hats.
- 2.4. MnDOT Ownership of Improvements.** MnDOT will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the DNR's contractor with respect to such improvements (if any) will flow to MnDOT. The DNR will assist MnDOT, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the DNR's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of MnDOT, the DNR will undertake such actions as are reasonably necessary to transfer or assign contract rights to MnDOT and to permit subrogation by MnDOT with respect to claims against the DNR's consultants and contractors.

3. Contract Award and Construction

- 3.1. Bids and Award.** The DNR will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by MnDOT in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.
- 3.2. Bid Documents Furnished by the DNR.** The DNR will, within 7 days of opening bids for the construction contract, submit to MnDOT's District Engineer a copy of the low bid and an abstract of all bids together with the DNR's request for concurrence by MnDOT in the award of the construction contract. The DNR will not award the construction contract until MnDOT advises the DNR in writing of its concurrence.
- 3.3. Rejection of Bids.** The DNR may reject and MnDOT may require the DNR to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the DNR will repeat the bidding process in a reasonable period of time, without cost or expense to MnDOT.
- 3.4. Direction, Supervision and Inspection of Construction.**
- A. The contract construction will be under the direction of the DNR and under the supervision of a registered professional engineer; however, MnDOT participation construction covered under this Agreement will be open to inspection by MnDOT District Engineer's authorized representatives. The DNR will give the District Engineer at Detroit Lakes five days' notice of its intention to start the contract construction.

- B. Responsibility for the control of materials for the contract construction will be on the DNR and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the MnDOT's current "Standard Specifications for Construction".
- 3.5. **Completion of Construction.** The DNR will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate DNR official and MnDOT District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.
- 3.6. **Plan Changes.** All changes in the Project Plans and all addenda, change orders, supplemental agreements and work orders entered into by the DNR and its contractor for contract construction must be approved in writing by MnDOT District Engineer's authorized representative.
- 3.7. **Compliance with Laws, Ordinances, Regulations.** The DNR will comply and cause its contractor to comply with all Federal, State and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on MnDOT Trunk Highway Right-of-Way, the DNR will not require the contractor to follow local ordinances or to obtain local permits.
- 3.8. **Construction Documents Furnished by the DNR.** The DNR will keep records and accounts that enable it to provide MnDOT, when requested, with the following:
- A. Copies of the DNR contractor's invoice(s) covering all contract construction.
 - B. Copies of the endorsed and canceled DNR warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate DNR official that final construction contract payment has been made.
 - C. Copies of all construction contract change orders, supplemental agreements and work orders.
 - D. A certification form, provided by MnDOT, signed by the DNR's Engineer in charge of the contract construction attesting to the following:
 - i. Satisfactory performance and completion of all contract construction according to the Project Plans.
 - ii. Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to MnDOT's current "Standard Specifications for Construction".
 - iii. Full payment by the DNR to its contractor for all contract construction.
 - E. Copies, certified by the DNR's Engineer, of material sampling reports and of material testing results for the materials furnished for the contract construction.
 - F. A copy of the "as built" plan sent to the District Engineer.
4. **Right-of-Way; Easements; Permits**
- 4.1. The DNR will obtain all rights-of-way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by MnDOT, the DNR will furnish MnDOT with certified copies of the documents for rights-of-way and easements, construction permits and other permits and sanctions required for MnDOT participation construction covered under this Agreement.
- 4.2. The DNR will convey to MnDOT by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to MnDOT.
- 4.3. The DNR will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings and depiction of utilities affected by the contract construction.

- 4.4. The DNR will submit to MnDOT's Utility Engineer an original permit application for all utilities owned by the DNR to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on MnDOT form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).
- 4.5. **Limited Use Permit No. 0302-0025.** The DNR will obtain, through the District's Right-of-Way Area Manager, a Limited Use Permit (LUP) to cover the DNR's liability responsibilities of the Heartland Trail to be constructed upon MnDOT's Right-of-Way.

5. Maintenance by the DNR

Upon completion of the Project, the DNR will provide the following without cost or expense to MnDOT:

- 5.1. **Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from grates and catch basins and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- 5.2. **Heartland Trail.** Maintenance of the Heartland Trail construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the bikeways and shared use paths in a safe and usable condition. LUP No. 0302-0025 will address further maintenance responsibilities of the Heartland trail.
- 5.3. **MSE and Sheet Pile Retaining Walls.** Maintenance of any retaining wall construction. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable and aesthetically acceptable condition.
- 5.4. **Additional Drainage.** Neither party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, Exhibit "Drainage Area", which is on file in the office of MnDOT's District Hydraulics Engineer at Detroit Lakes and is incorporated into this Agreement by reference.

6. Basis of MnDOT Cost

- 6.1. **Schedule "I".** The Preliminary Schedule "I" includes all anticipated MnDOT participation construction items and the construction engineering cost share covered under this Agreement.
- 6.2. **MnDOT Participation Construction.** MnDOT will participate in the following at the percentages indicated. The construction includes MnDOT's proportionate share of item cost for mobilization.
- A. 100 Percent will be MnDOT's rate of cost participation in all of the slope reinforcement and storm sewer construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary Schedule "I".
- 6.3. **Construction Engineering Costs.** MnDOT will pay a construction engineering charge equal to 8 percent of the total MnDOT participation construction covered under this Agreement.

7. MnDOT Cost and Payment by MnDOT

- 7.1. **MnDOT Cost.** \$218,160.00 is MnDOT's estimated share of the costs of the contract construction which includes the 8 percent construction engineering cost as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2., MnDOT will decide whether to concur in the DNR's award of the construction contract and, if so, prepare a

Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.

- 7.2. *Conditions of Payment.*** MnDOT will pay the DNR the full and complete lump sum amount as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Encumbrance by MnDOT of MnDOT's full and complete MnDOT funded lump sum cost share as shown in the Revised Schedule "I".
 - B.** Approval by MnDOT's Land Management Director at St. Paul of certified documentation, submitted by the DNR, for all right-of-way and easement acquisitions required for the contract construction.
 - C.** Execution of this Agreement and transmittal to the DNR, including a letter advising of MnDOT's concurrence in the award of the construction contract.
 - D.** MnDOT's receipt of a written request from the DNR for the advancement of funds. The request will include certification by the DNR that all necessary parties have executed the construction contract.
- 7.3. *Limitations of MnDOT Payment; No MnDOT Payment to Contractor.*** MnDOT's participation in the contract construction is limited to the lump sum amount shown in 7.1, and MnDOT's participation will not change except by a mutually agreed written amendment to this Agreement. MnDOT's payment obligation extends only to the DNR. The DNR's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The DNR's contractor will have no right to receive payment from MnDOT. MnDOT will have no responsibility for claims asserted against the DNR by the DNR's contractor.

8. Authorized Representatives

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

8.1. MnDOT's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

8.2. The DNR's Authorized Representative will be:

Name/Title: Kent Skaar, Senior Project Manager (or successor)
 Address: 500 Lafayette Road, Box 10, St. Paul, MN 55155-4010
 Telephone: (651) 259-5636
 E-Mail: kent.skaar@state.mn.us

9. Assignment; Amendments; Waiver; Contract Complete

- 9.1. *Assignment.*** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 9.2. *Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 9.3. *Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

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

10. Liability; Worker Compensation Claims; Insurance

- 10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of MnDOT and the DNR.
- 10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 10.3.** The DNR may require its contractor to carry insurance to cover claims for damages asserted against the DNR's contractor.

11. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

12. MnDOT Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the DNR's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by MnDOT and MnDOT Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

13. Government Data Practices

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

14. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

15. Termination; Suspension

- 15.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by MnDOT for insufficient funding as described below.
- 15.2. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the DNR. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.
- 15.3. Suspension.** In the event of a total or partial government shutdown, MnDOT may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

16. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

MnDOT ENCUMBRANCE VERIFICATION

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

Signed: Maura Brand

Date: 6/27/18

SWIFT Purchase Order No. 3000406519

DEPARTMENT OF NATURAL RESOURCES

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: Kert Skarr

Title: Senior Project Manager
Parks & Trails Division

Approved:

By: [Signature]

Title: Deputy Director

Date: 07/20/2018

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: [Signature]
(District Engineer)

Date: 7-30-18

Approved:

By: [Signature]
(MnDOT Design Engineer)

Date: 7/26/18

~~COMMISSIONER OF ADMINISTRATION~~

MVP Contract Mgmt

By: [Signature]
(With Delegated Authority)

Date: Aug 2, 2018

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MKS

~ PRELIMINARY SCHEDULE "I"
Agreement No. 1028197
Minnesota Department of Natural Resources

S.P. 0302-84 (T.H. 10=002)
MnDOT Funds

Preliminary: June 6, 2018

Grading, bituminous surfacing, and retaining wall construction performed under
City contract with _____
located on the north side of Trunk Highway No. 10, 5.4 miles southeast of Detroit Lakes from Woods Lane to Rew Lane.

STATE COST PARTICIPATION	
Slope reinforcement and Storm Sewer From Sheet No. 2	202,000.00
Construction Engineering (8%)	16,160.00
(1) Encumbered Amount	\$218,160.00

(1) Amount of advance payment as described in Article 7.2 of the Agreement (estimated amount)

REVISED SCHEDULE "I"
Agreement No. 1028197
Minnesota Department of Natural Resources

S.P. 0302-84 (T.H. 10=002)
MnDOT Funds

Preliminary: June 6, 2018
Revised: February 22, 2018

Grading, bituminous surfacing, and retaining wall construction performed under
MnDNR contract with Carl Bolander and Sons, LLC
located on the north side of Trunk Highway No. 10 5.4 miles southeast of Detroit Lakes from Woods Lane to Rew Lane

STATE COST PARTICIPATION	
Slope reinforcement and Storm Sewer From Sheet No. 2	286,084.50
Construction Engineering (8%)	22,886.76
(1) Encumbered Amount	\$308,971.26

(1) Amount of advance payment as described in Article 7.2 of the Agreement (estimated amount)



MnDOT District 4
1000 Highway 10 West
Detroit Lakes, MN 56501

March 6, 2019

Mr. Kent Skaar
Senior Project Manager
Minnesota Department of Natural Resources
500 Lafayette Road, Box 10
St. Paul, MN 55155-4010

RE: MnDOT Concurrence of Low Bid for SP 0302-84 (Heartland Trail Project)
Agreement No. 1028197
Minnesota Department of Natural Resources

Dear Mr. Skaar,

I have received a copy of the Prime Contractor Response Form from the apparent certified low bidder for the above referenced project, Carl Bolander and Sons, LLC. The unit pricing shown on the form indicates MnDOT's participation has increased to \$308,971.26 from the Preliminary Schedule "I" amount of \$218,160.00 shown in MnDOT Contract No. 1028197. MnDOT has reviewed the unit pricing shown on the form and found it acceptable to proceed with the Revised Schedule "I" for the agreement.

If you have any questions, please contact Brian Bausman, MnDOT Project Manager, at 218-846-7944.

Sincerely,

Shiloh Wahl, P.E.
Transportation District Engineer

CC: Malaki Ruranika, Cooperative Agreements, MnDOT MS 682
Dana Myers, Cooperative Agreements, MnDOT MS 682
Tom Lundberg, ADE Program Development Manager, MnDOT District 4

Equal Opportunity Employer

 **DEPARTMENT OF
ADMINISTRATION**
STATE PROCUREMENT

January 18, 2019

Mr. Tim Gillen, CFO
Carl Bolander & Sons, LLC
251 Starkey Street
St. Paul, MN 55107
tim@bolander.com

Re: Heartland Trail – Acorn Lake, Heartland Trail, Near Detroit Lakes, for the Department of
Administration
Contract No. 151510, Project No. 2019-080-01-8T129

Dear Mr. Gillen:

Enclosed is your executed file copy of the Contract for the project referenced above.

In accordance with the terms of the Contract, **this is your final notice to proceed**. This letter establishes the Contract start date. Your company may proceed with all requirements of the Contract.

The substantial completion date is: work cannot commence before: Receipt of Notice to Proceed. All work other than clearing of trees cannot commence prior to June 3, 2019.

The Final completion date is: September 25, 2019

The Targeted Group Subcontractors/Suppliers goal for this contract is 1%.

Sincerely,



Duane L. Kroll
Acquisition Management Specialist

Enclosure

C:
Tyler Koos, DNR
Duane L. Kroll, Office of State Procurement
Marlys Williamson, Risk Management
Robert Stempihar, Barr Engineering Company
Kent Skaar, DNR
Office of Equity in Procurement
Department of Human Rights

Department of Administration | Office of State Procurement
112 Administration Building, 50 Sherburne Avenue, Saint Paul, MN 55155
651.296.2600 | mn.gov/admin/mmd

NTPREGULAR (12132016)

**STATE OF MINNESOTA
CONTRACT
CONSTRUCTION PROJECTS**

Contract No.: 151510
Encumbering No.: 3000144765 Line 1: \$2,859,500.00
Project No.: 2019-080-01-8T129
Vendor No.: 0000193044

THIS AGREEMENT, made by and between the State of Minnesota, herein called the "State," and **Carl Bolander & Sons, LLC**, a Limited Liability Company formed under the laws of the State of Minnesota, located at **251 Starkey Street, St. Paul, MN 55107**, herein called the "Contractor,"

WITNESS THAT: The State, acting by and through its commissioner of Administration, has advertised the project described as follows:

Furnish all materials and labor necessary for the **Heartland Trail – Acorn Lake, Heartland Trail, Near Detroit Lakes, for the Department of Administration**, and in accordance with the Contract Documents as defined in the AIA A201 General Conditions of the Contract for Construction, 2017 Edition as modified by the State of Minnesota, Article 1.1.1 of the bid specifications pertaining to the project (hereinafter Contract Documents), which are heretofore incorporated by reference.

AND, WHEREAS the Contractor has on **December 21, 2018**, submitted a signed proposal, hereby made a part of this Contract as if fully set forth herein, to construct this project for the payment of the sums set forth in the proposal, which sums amount to a total Contract price of **\$2,859,500.00 (Two Million Eight Hundred Fifty-Nine Thousand Five Hundred Dollars)**.

THEREFORE, the Contractor, in consideration of the payment for the price and compensation set forth in the proposal, agrees to furnish, except as may be otherwise provided herein, all labor, services, means of construction, and material required for and to construct, install complete, and finish this project as specified in the project Contract Documents to the satisfaction in every respect of the architect or other designated representative of the State, within the time herein specified.

The Contractor shall commence requirements of the Contract as notified by the State. The Contractor shall proceed with diligence, and **work cannot commence before: Receipt of Notice to Proceed. All work other than clearing of trees cannot commence prior to June 3, 2019. Final completion of the work will be within 80 working days starting on June 3, 2019.** Time is of the essence in completing this Contract.

It is distinctly understood and agreed that no final payment under this Contract shall be made until the Contractor has satisfactorily shown that she/he has complied with the provisions of Minn. Stat. § 290.92 requiring the withholding of income tax on wages at the source. It is further understood and agreed that a certificate executed by the commissioner of Revenue shall satisfy this requirement.

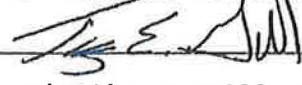
Targeted Group Subcontractors/Suppliers goal for this contract is 1%. At final contract payment a penalty of up to six percent (6%) of the contract not to exceed \$60,000 will be invoked if the TGB subcontracting goal has not been met or a waiver has not been issued.

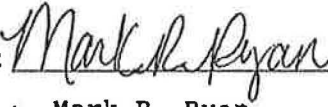
This Contract shall become binding upon the parties when signed by the Contractor, signed on behalf of the State by the head of the interested department or agency, approved by the Department of Administration, Office of State Procurement, and show the encumbering numbers which certify hereon that the appropriation and allotment have been encumbered for the full amount of the Contract liability.

IN WITNESS WHEREOF the State has caused this Contract to be signed by its authorized officers and the Contractor.

CARL BOLANDER & SONS, LLC


The Contractor certifies the appropriate person(s) executed the Contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions or ordinances.

By: 
Print: Timothy E. Gillen
Title: CFO
Date: 1/7/19


By: 
Print: Mark R. Ryan
Title: President
Date: 1/7/19

DEPARTMENT OF NATURAL RESOURCES

In accordance with Minn. Stat. § 16C.03, Subd. 3a.

By: 
Title: Deputy Director
Date: 1/17/2019

COMMISSIONER OF ADMINISTRATION
Or delegated representative

By: 
Date: 1-18-19

Transaction

Source: Parks and Trails Date: 29-OCT-2019

I Nbr/Transaction Nbr: 422144 GL Date: 29-OCT-2019

Class: Invoice Currency: USD

Type: PAT Invoice Document Num: []

Reference: MN DOT Coop Agrmt# 1028197 Transaction: []

Legal Entity: MN DNR LE Complete

Balance Due

Line	308971.26
Tax	0.00
Freight	0.00
Charges	0.00
Total	308971.26

Details Refresh

Main More Notes Commitment Reference Information

Ship To	Bill To	Sold To
Name	MN DOT	Name: MN DOT
Number	1790100001-2	Number: 1790100001-2
Location	39305	
Address	395 John Ireland Blvd	Paying Customer
	MS 215	Name: MN DOT
	St Paul, MN 55155 United States	Number: 1790100001-2
Contact		Location: 39305

Commitment: []

Payment Term: NET 30

Invoicing Rule: []

Due Date: 28-NOV-2019

Payment Details

Receipt Method: []

Payment Method: []

Instrument Number: []

Select Instrument

Accounts For All Lines

Trans Line	Detail Line	Class	GL Account	GL Date	%	Distribution Amount
		Receivable	1000 R2934000..... INTRNL.....	29-OCT-2019	100.0000	308971.26
1		Revenue	2001 R2934754 R294215.512605.....	29-OCT-2019	100.0000	308971.26

Transaction Line Amount 308971.26

GL Posted Date: [] Accounting Rule: []

Description: Other Misc Special Revenu.PAT CO Development.PAT MNDOT Coop Agrmt Interagency Agreements Default.Default.Defa

Tax Account: []

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
DEPARTMENT OF NATURAL RESOURCES
INTER-AGENCY AGREEMENT

State Project Number (SP):	<u>6280-308</u>	Estimated Amount Receivable
Trunk Highway Number (TH):	<u>35E=390</u>	<u>\$187,797.99</u>
State Aid Project (SAP):	<u>062-633-004</u>	
State Aid Project (SAP):	<u>164-137-008</u>	
State Aid Project (SAP):	<u>164-020-122</u>	
State Aid Project (SAP):	<u>164-288-013</u>	
State Aid Project (SAP):	<u>164-267-004</u>	
	<u>HPP-HPPH-HPPS-</u>	
	<u>BRIM-IM 62313</u>	
Federal Project Number:	<u>(094)</u>	

This Agreement is between the State of Minnesota, Department of Transportation, acting through its Commissioner of Transportation ("Mn/DOT") and the Minnesota, Department of Natural Resources acting through its Commissioner ("Mn/DNR").

Recitals

1. Mn/DOT will perform grading, bituminous and concrete surfacing, retaining walls signals, TMS, signing lighting, ADA improvements and bridges No.'s 62608, 62609, 62610, 62856, 62918, 62919, 62920, 62921, 62924, 62925, 62926 construction and other associated construction upon, along and adjacent to Trunk Highway No. 35E from 580' south of University Avenue to 760' north of Maryland Avenue according to Mn/DOT-prepared plans, specifications and special provisions designated by Mn/DOT as State Project No. 6280-308 (T.H. 35E=390)("Project"); and
2. The Mn/DNR has requested Mn/DOT include in its Project the extension of the Gateway Trail south of Cayuga Street construction; and
3. The Mn/DNR wishes to participate in the costs of the extension of the Gateway Trail south of Cayuga Street construction and associated construction engineering; and
4. A separate agreement between Mn/DOT and City of St. Paul, Agreement No. 01637, Ramsey County, Agreement No. 01607, Metropolitan Airports Commission, Agreement No. 01846 and Met Council, Agreement No. 01542 and will address other agreements that are associated with this Project and cover such things as detours, design, const. eng., signal and lighting and maintenance; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. *Effective date.* This Agreement will be effective on the date Mn/DOT obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. *Expiration date.* This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. *Survival of terms.* All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by Mn/DNR; 8. Liability; Worker

Compensation Claims; 10. Mn/DOT Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.

- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by Mn/DOT as State Project No. 6280-308 (T.H. 35E=390) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits.** Preliminary Schedule "T" is on file in the office of the Mn/DNR Administrator and incorporated into this Agreement by reference.

2. Construction by Mn/DOT

2.1. **Contract Award.** Mn/DOT will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision and Inspection of Construction.*

- A. **Supervision and Inspection by Mn/DOT.** Mn/DOT will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by Mn/DNR.** Mn/DNR participation construction covered under this Agreement will be open to inspection by Mn/DNR. If the Mn/DNR believes Mn/DNR participation construction covered under this Agreement has not been properly performed or that the construction is defective, the Mn/DNR will inform the Mn/DOT District Engineer's authorized representative in writing of those defects. Any recommendations made by the Mn/DNR are not binding on Mn/DOT. Mn/DOT will have the exclusive right to determine whether Mn/DOT's contractor has satisfactorily performed Mn/DNR participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

- A. Mn/DOT will make changes in the Project Plans and contract construction, which may include Mn/DNR participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with Mn/DOT's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. Mn/DOT District Engineer's authorized representative will inform the appropriate Mn/DNR official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the Mn/DNR participation construction covered under this Agreement.
- B. Mn/DNR may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with Mn/DOT. If Mn/DOT determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, Mn/DOT will cause the additional work or plan changes to be made.

2.4. **Satisfactory Completion of Contract.** Mn/DOT will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner. Acceptance by Mn/DOT of the completed contract construction will be final, binding and conclusive upon Mn/DNR as to the satisfactory completion of the contract construction.

2.5. *Permits*

- A. **Limited Use Permit.** The Mn/DNR will obtain, through the District's Right of Way Area Manager, a Limited Use Permit to cover the Mn/DNR's liability and maintenance responsibilities of Gateway trail extension south of Cayuga St. to be constructed upon Mn/DOT right-of-way.

3. Maintenance by the Mn/DNR.

Upon completion of the project, the Mn/DNR will provide the following without cost or expense to Mn/DOT:

- 3.1. **Bikeways/Multi-use Trails.** Upon completion of the multi-use Gateway Trail within the T.H. right-of-way and on Mn/DOT bridges construction to be performed under the construction contract, the DNR shall provide for the proper maintenance of the multi-use Gateway Trail and all of the facilities a part thereof, in accordance with the future Limited Use Permit without cost or expense to the Mn/DOT. The DNR agrees to execute the Limited Use Permit within one year of executing this Agreement.
- 3.2. **Future Responsibilities.** Upon completion of the Gateway Trail construction, the Mn/DNR will accept full and total responsibility and all obligations and liabilities arising out of or by reason of the use, operation, maintenance, repair and reconstruction of Gateway Trail and all of the facilities constructed as part of this Agreement, without cost or expense to the Mn/DOT.

4. Basis of Mn/DNR Cost

- 4.1. **SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated Mn/DNR participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. **Mn/DNR Participation Construction.** Mn/DNR will participate in the following at the percentages indicated. The construction includes the Mn/DNR's proportionate share of item costs for mobilization and traffic control.
- A. 20 Percent will be the Mn/DNR's rate of cost participation in all of the Gateway Trail bikeways and multi-use trails construction. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 2 of the Preliminary SCHEDULE "I".
- 4.3. **Construction Engineering Costs.** The Mn/DNR will pay a construction engineering charge equal to 8 percent of the total Mn/DNR participation construction covered under this Agreement.
- 4.4. **Plan Changes, Additional Construction, Etc.** The Mn/DNR will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the Mn/DNR participation construction covered under this Agreement, including any Mn/DNR requested additional work and plan changes.

The Mn/DOT reserves the right to invoice the Mn/DNR for the cost of any additional Mn/DNR requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

5. Mn/DNR Cost and Payment by Mn/DNR

- 5.1. **Mn/DNR Cost.** \$187,797.99 is the Mn/DNR's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, Mn/DOT will prepare a Revised SCHEDULE "I" based on construction contract unit prices.
- 5.2. **Conditions of Payment.** Mn/DNR will pay Mn/DOT the full and complete lump sum amount, as shown in the Revised SCHEDULE "I", after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the Mn/DNR, including a copy of the Revised SCHEDULE "I".
- B. The Mn/DNR's receipt of a written request from the Mn/DOT for the advancement of funds.
- 5.3. **Final Payment, Additional Mn/DNR Requested Work**

Upon completion of all contract construction and upon computation of the final amount due Mn/DOT's contractor and only if additional work has been requested under Article 2.3.B of this Agreement, Mn/DOT will prepare a Final SCHEDULE "I" and submit a copy to the Mn/DNR. The Final SCHEDULE "I" will be based on final quantities of any additional Mn/DNR requested participation construction items and the

construction engineering cost share due to additional requested work. The computation by Mn/DOT of the amount due from the Mn/DNR will be final, binding and conclusive.

6. Authorized Representatives

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

6.1. Mn/DOT's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
Telephone: (651) 366-4634
Fax: (651) 366-4769
E-Mail: maryanne.kellysonnek@state.mn.us

6.2. Mn/DNR's Authorized Representative will be:

Name/Title: Kent Skaar, Mn/DNR Division of Parks & Trails (or successor)
Address: Mn/DNR, 500 Lafayette Road, St. Paul, MN 55155
Telephone: (651) 259-5636

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. *Amendments.* Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. *Contract Complete.* This Agreement contains all prior negotiations and agreements between Mn/DOT and the Mn/DNR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the parties.
- 8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. Mn/DOT Audits

Under Minnesota Statutes § 16C.05, subdivision 5, Mn/DNR's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Mn/DOT and the Mn/DOT Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The Mn/DNR and Mn/DOT must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Mn/DNR under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the Mn/DNR or Mn/DOT.

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

13.2. *Termination for Insufficient Funding.* Mn/DOT may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the Mn/DNR.

13.3. *Suspension.* In the event of a total or partial government shutdown, Mn/DOT may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

DNR ENCUMBRANCE VERIFICATION

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

Signed: Raura Ocho

Date: Oct 8, 2012

SWIFT Purchase Order No. 3-28763

DEPARTMENT OF NATURAL RESOURCES

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

Recommended for Approval:

By: KENT SKAAR

Title: Senior Project Manager Parks & Trails Division

Approved:

By: [Signature]

Title: Deputy Director, Parks & Trails Division

Date: 10-12-12

10/12
CSM

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: [Signature]
(District Engineer)

Date: 10/17/12

Approved:

By: [Signature]
(State Design Engineer)

Date: 10/18/12

~~COMMISSIONER OF ADMINISTRATION~~

Mn/DOT Contract Management

By: [Signature]
(With delegated authority)

Date: Oct 23, 2012

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "T"

Agreement No. 01585

Mn/DNR

Preliminary: August 14, 2012

S.P. 6280-308 (T.H. 35E=390)

S.A.P. 062-633-004

S.A.P. 164-137-008

S.A.P. 164-020-122

S.A.P. 164-288-013

S.A.P. 164-267-004

Fed. Proj. HPP-HPPH-HPPS-BRIM-IM 6213 (094)

Grading, bituminous and concrete surfacing, retaining walls, signals, lighting, ADA improvements and bridges No.'s 62608, 62609, 62610, 62856, 62918, 62919, 62920, 62921, 62924, 62925 and 62926 construction to start approximately 15 December, 2012 under State Contract No. _____ with _____ located on T.H. 35E from 580' south of University Ave. to 760' north of Maryland Ave.

Mn/DNR COST PARTICIPATION

From Sheet No. 2	187,797.99
Subtotal	\$187,797.99
(I) Total City Cost	\$187,797.99

(I) Amount of advance payment as described in Article 5 of the agreement (Estimated amount)

Exhibit C

ITEM NUMBER	S.P. 6280-308 WORK ITEM	UNIT	QUANTITY (1)	UNIT PRICE	COST
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C) (1)	TON	671.00	52.52	7,048.18
2211.503	AGGREGATE BASE (CV) CLASS 5 (1)	CU YD	440.00	19.80	1,742.40
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,C) (2)	TON	336.00	53.00	3,561.60
2211.503	AGGREGATE BASE (CV) CLASS 6 (2)	CU YD	283.00	18.60	1,052.76
2521.501	4" CONCRETE WALK (3)	SQ FT	2,950.00	3.43	2,023.70
2211.503	AGGREGATE BASE (CV) CLASS 5 (3)	CU YD	54.60	19.80	216.22
2563.601	TRAFFIC CONTROL	LS	0.002	4,000,000.00	8,000.00
2021.501	MOBILIZATION	LS	0.002	4,800,000.00	9,600.00
	BRIDGE NO. 62610 (4)	BR. TOTAL	0.036	3,906,727.00	140,642.17
				Subtotal	\$173,887.03
	8% Mn/DOT CONSTRUCTION ENGINEERING	LUMP SUM			\$13,910.96
				TOTAL	\$187,797.99
		100% Mn/DNR			\$187,797.99
NOTES					
(1) - 20% OF TRAIL COSTS BETWEEN CAYUGA STREET AND UNIVERSITY AVENUE (NOT ON BRIDGE)					
(2) - 20% OF ROAD CONSTRUCTION COSTS ON L'ORIENT BETWEEN A PT 300 FT NORTH OF ARCH STREET AND UNIVERSITY AVE					
(3) - 20% OF SIDEWALK RECONSTRUCTION ON L'ORIENT BETWEEN A PT 300 FT NORTH OF ARCH STREET AND UNIVERSITY AVE					
(4) - 20% OF 12' TRAIL ON BRIDGE 62610 (4272 SQ FT/23350 SQ FT BRIDGE X 0.2)					

Exhibit C

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

State Project (SP) Number: N/A

Trunk Highway (TH) Number: 65

Project Description: DNR – Mussel taking permit, TH 65 Mississippi River Bridge project

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 1028184 between the state of Minnesota acting through its Commissioner of Transportation (“State”) and Minnesota Department of Natural Resources (DNR) “DNR” and is subject to all applicable provisions and covenants of that Contract which are incorporated herein by reference.

Work Order Contract

1. Term of Work Order Contract; Incorporation of Exhibits

- 1.1. **Effective date:** This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. DNR must not begin work under this Contract until ALL required signatures have been obtained and DNR has been notified in writing to begin such work by MnDOT’s Authorized Representative.
- 1.2. **Expiration date:** This Work Order Contract will expire on June 30, 2022, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Exhibits:** Exhibits A through C are attached and incorporated into this Work Order Contract.

2. Nature of Work

- 2.1. X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.

Contract Administration

Emergency Services

Professional/Technical Services

Roadway Maintenance

3. Scope of Work

- 3.1. DNR will perform services under this Work Order summarized generally as follows:

In lieu of relocating the Minnesota mussels, MnDOT will provide DNR with compensatory mitigation costs for taking of the mussels from the Mississippi River, in the proposed 3rd Avenue Bridge work area described as follows:

- Estimated compensable impact area of 13.73 acres,
- 1.88 acres of the estimated impact area is exempt from compensation as it is part of the official Mississippi River navigational channel as designated by the United States Army Corps of Engineers and the United States Coast Guard. The official navigation channel is subject to river bottom impacts such as dredging at any time to maintain navigational traffic. The 4.2 acre measurement is based on an approximate 300’ wide maintained channel width.
- Net 11.85 acres of impact (outside the maintained navigational channel)

- 3.2 DNR agrees to use the compensatory mitigation funds provided under this contract to support research, propagation, restoration, education or other management activities contributing to the recover and eventual delisting of endangered and threatened mussel species with the Mississippi River in Minnesota.
- 3.3 DNR will issue a permit, as set forth in Exhibit B, to MnDOT authorizing MnDOT to take an unlimited number of endangered and threatened, and non-listed mussels at the site of the proposed project in accordance with the terms of such permit. If MnDOT complies with the terms of such permit, and the terms of this contract, DNR releases and waives any claim, fine, or other fee or sanctions against MnDOT with respect to the taking of such mussels.

4. Items provided or completed by the Parties

- 4.1. The following will be provided or completed by MnDOT as set forth in Exhibit B:
 - A permit application for endangered and/or threatened species takings as required by DNR.
 - A map depicting the proposed Trunk Highway (TH) 65 Mississippi River Bridge project

5. Consideration of Payment

- 5.1. MnDOT will pay DNR a lump sum, prior to commencing any bridge work that will result in the taking of endangered or threatened species at the site of the proposed project, after execution of the contract and issuance of the Threatened and Endangered Species Takings Permit. DNR's mitigation cost is being compensated as follows:

Estimated mussel mitigation cost of \$21,577.00/acre, for 13.73 acres of compensable impact
- 5.2. DNR will submit invoices for payment in accordance with the following schedule: one-time payment.
- 5.3. MnDOT's total obligation for all compensation and reimbursements to DNR is \$296,250.00.

6. Terms of Payment

- 6.1. MnDOT will promptly pay all valid obligations under this work order contract as required by Minnesota Statutes §16A.124.
- 6.2. DNR must submit invoice electronically for payment, using the format set forth in Exhibit C. DNR will submit an invoice, for a one-time payment, prior to commencing any bridge work.
- 6.3. DNR must submit the signed invoice for review and payment to MnDOT's Metro District's Finance section at MetroWEAccountsPayable.DOT@state.mn.us. If DNR cannot support electronic submission of the invoice package, DNR must contact MnDOT's Authorized Representative for possible alternatives.

7. Authorized Representatives

- 7.2 The State's Project Manager, for this Work Order is:

Name/Title:	Christian Hoberg, P.E., or his successor
MnDOT:	Operations/Metro District/Area Manager
Street Address:	1500 West County Road B2
City State Zip:	Roseville, Minnesota 55113
Telephone:	651 234-7720
Email:	Christian.Hoberg@state.mn.us

The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing, providing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

- 7.3 The State's Authorized Representative for this Work Order is:

Name/Title:	Julie Fiereck, Consultant Coordinator, or her successor
-------------	---

MnDOT: Operations/Metro District/Consultant Administration
Street Address: 1500 West County Road B2
City State Zip: Roseville, Minnesota 55113
Telephone: 651 234-7685
Email: Julie.Fiereck@state.mn.us

MnDOT's Authorized Representative, or her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this contract.

7.4 The DNR's Project Manager for this Work Order is:

Name/Title: Kim Montgomery, or her successor
Name of Agency: Minnesota Department of Natural Resources (DNR)
Street Address: 500 Lafayette Road, Box 25
City State Zip: St. Paul, Minnesota 55155
Telephone: 651 259-5567
Email: Kim.Montgomery@state.mn.us

The DNR's Project Manager for this Work Order is responsible for overseeing the DNR's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

8 Termination

8.2 **Termination by the State or DNR.** The DNR, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

8.3 **Termination for Insufficient Funding.** If the State is the DNR, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the DNR. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the DNR will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the DNR notice of the lack of funding within a reasonable time of the State's receiving that notice.

9 Additional Provisions

9.2 None.

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OTHER AGENCY

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

By: Steven Colvin, Director
Title: _____
Date: 04/17-2020

By: _____
Title: _____
Date: _____

STATE ENCUMBRANCE VERIFICATION

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

By: Michael Brainard Digitally signed by Michael Brainard
Date: 2020.04.13 13:03:19 -05'00'
Date: _____
Swift Contract #: 175229
SWIFT PO #: 3000 531 225

COMMISSIONER OF TRANSPORTATION

By: _____
Title: District Engineer or Assistant District Engineer
Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
Date: _____

EXHIBIT A – STANDARD TERMS**STANDARD TERMS FOR CONSTRUCTION ADMINISTRATION**

1. [If not provided by State,] the DNR will prepare plans and special provisions in conformance with geometric design standards for trunk highway plans as described in the current versions of [MnDOT Manuals](#), available from the District Office or the MnDOT web site.
2. The DNR will prepare the proposal for highway construction for the construction contract, which will include any provisions supplied by the State, and any provisions required by Minnesota law and applicable Federal laws and regulations.
3. The DNR will prepare and publish the bid solicitation for the project(s) as required by state laws. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders, and where the DNR will receive the sealed bids.
4. The DNR will solicit for bids after obtaining written notification from the State that the plans and special provisions have been approved.
5. The DNR will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.
6. The DNR may include other work in the construction contract.
7. The DNR will receive and open bids.
8. After the bids are opened, the DNR will consider the bids and will award the bid to the lowest responsible bidder or best value proposer, as required or permitted by Minnesota law and subject to the concurrence of the State, or the DNR may reject all bids.
9. The DNR will, within 7 days of opening bids for the construction contract, submit to MnDOT's District Engineer a copy of the low bid and an abstract of all bids together with the DNR's request for concurrence by the State in the award of the construction contract. The DNR will not award the construction contract until the State advises the DNR in writing of its concurrence therein.
10. The DNR may reject, and the State may require the DNR to reject, any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids pursuant to this section, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the DNR will repeat the bidding process in a reasonable period of time, without additional cost or expense to the State. The DNR may also elect to eliminate the State's work from the contract, and proceed to award the contract for just the DNR's own work.
11. The DNR will prepare and execute a construction contract with the lowest responsible bidder (or the best value proposer if allowed by law) in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction and all amendments thereto.
12. The DNR will give the State five days' notice of its intention to start the contract construction.
13. The Project(s) will be constructed in accordance with plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction, and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the DNR's Office. The plans, special provisions, and specifications are incorporated into this Contract by reference as though fully set forth herein.
14. The DNR will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the DNR to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by the State. This written consent will in no way relieve the DNR from its primary responsibility for performance of the work.
15. The DNR will document quantities in accordance with the guidelines set forth in the MnDOT Contract Administration Manual Sections 410 and 420 (including amendments and successors of those sections) in effect at the time the work is performed.
16. The DNR will test materials in accordance with the MnDOT Schedule of Materials Control in effect at the time each Project was let. The DNR will notify the State when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector as required by the Independent Assurance Schedule.

17. The DNR will cause the contract construction to be started and completed in accordance with the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the Project Engineer and the State's Engineer (or the Engineer's authorized representative), for unavoidable delays encountered in the performance thereof.
18. The DNR may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into supplemental Contract(s). All changes in the plans, specifications, or special provisions for the State's cost participation for construction covered under this Work order and all addenda, change orders and supplemental agreements entered into by the DNR for the State's cost participation construction covered under this Work Order must be approved by the State's Engineer (or the Engineer's authorized representative) prior to performance of the work. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
19. The DNR will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the DNR will make partial payments in accordance with the terms of the construction contract for the Project(s).
20. If the DNR is the DNR for any trunk highway projects affecting utilities, the DNR will coordinate with the State's Utilities Office. The DNR will provide a signed "Utility Certification Checklist" in accordance with the current MnDOT Technical Memorandum.
21. The DNR will prepare all required reports and keep records as required by this Work Order.
22. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted, and request final inspection by the State's project manager.
23. Upon completion of the Project(s), the DNR will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final costs, the DNR will make the final payment in accordance with the terms of the construction contract for the Project(s).

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STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF ECOLOGICAL AND WATER RESOURCES
500 LAFAYETTE ROAD, BOX 25
ST. PAUL, MN 55155

SPECIAL PERMIT NO. 28531

(Taking of mussels, including endangered and/or threatened species)

March 23, 2020

TO WHOM IT MAY CONCERN:

Under the authority of Minn. Statutes, Section 84.0895 and Minn. Rules, Parts 6212.1800-2100, and informed by the accompanying Findings of Fact and Decision Rationale, permission is hereby granted to:

Christian Hoberg
Metro West Area Engineer
Minnesota Department of Transportation
1500 West County Road B2
Roseville, MN 55113

and his agents, employees, and contractors, to take an unlimited number of state-endangered and state-threatened mussels, incidental to the renovation of the Trunk Highway 65 Mississippi River Bridge, Hennepin County, MN, subject to the following conditions:

- 1. Permitted take of endangered and threatened mussels is limited to the 11.85 acre area of disturbance as depicted in the attached graphics. Any additional taking of endangered or threatened species is beyond the authority of this permit and may only be conducted under the authority of a separate permit.
2. Compensatory mitigation for this taking totals two hundred ninety six thousand two hundred fifty dollars (\$296,250), which will be provided to the Minnesota Department of Natural Resources, pursuant to Minn. Statutes, 84.085 subd. 1., for the purpose of funding research, education, propagation, restoration, and/or management activities contributing to the recovery and eventual delisting of endangered and threatened mussel species in Minnesota.
3. This permit is effective indefinitely upon receipt of a countersigned copy of this permit and the mitigation payment by the DNR. Receipt by the DNR will be confirmed by email.

[Handwritten signature]

Jess Richards, Assistant Commissioner

3/27/2020
Date

I hereby certify that I have read, understand, and accept the provision of this permit and understand that this permit is not valid unless it is signed by me.

Christian Hoberg
Digitally signed by Christian Hoberg
Date: 2020.03.30 09:48:05 -05'00'

Christian Hoberg, Permittee

Date

- C: Richard J. Baker, Endangered Species Coordinator, Div. Ecological and Water Resources
Dan Lais, Regional Manager, Div. Ecological and Water Resources
Peter Leete, Transportation Hydrologist, Div. Ecological and Water Resources
Lisa Joyal, Endangered Species Review Coordinator, Div. Ecological and Water Resources
Jason Peterson, Regional Manager, Div. Enforcement
Mike Davis, Malacologist, Div. Ecological and Water Resources
Erica Hoaglund, Nongame Specialist, Div. Ecological and Water Resources
Chris Smith, Department of Transportation
Elizabeth Brown, Department of Transportation
Permit Clerk, Div. Fish and Wildlife

MNDNR Special Permit No. 28531
Permittee: Hoberg

Area in which taking is permitted indicated by white outlines



Invoice No. _____

Estimated completion: _____%

Final Invoice? Yes No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to MetroWEAccountsPayable.DOT@state.mn.us

MnDOT Contract No. 1028184 W16
 Contract Expiration Date: June 30, 2022
 SP Number: N/A TH Number: 65

Billing Period: From _____ to _____
 Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Lump sum amount:	\$296,250.00			
Net earnings totals:	\$296,250.00			
Total Amount Due This Invoice:				

<i>Contractor: Complete this table when submitting an invoice for payment</i>			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1072			
Total**			

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: Department of Natural Resources

Signature: _____

Print Name: _____

Title: _____

**must match net earnings totals above

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
DEPARTMENT OF NATURAL RESOURCES
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (S.P.):	<u>3417-18</u>	Total DNR Obligation
Trunk Highway Number (T.H.):	<u>71=141</u>	<u>\$1,104,013.17</u>
State Project Number (S.P.):	<u>3414-15</u>	
State Project Number (S.P.):	<u>092-090-055</u>	
	<u>NHPP-HSIP-TA</u>	
Federal Project Number:	<u>0071(322)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Department of Natural Resources ("DNR").

Recitals

1. The State will perform grading, bituminous surfacing and Bridge No. 34X05 construction and other associated construction upon, along and adjacent to County State Aid Highway No. (C.S.A.H.) 40 from 550 feet west of T.H. 71 to 640 feet east of T.H. 71 according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 092-090-055 and No. 3417-18 (T.H. 71=141) ("Project"); and
2. The DNR has requested the State include in its Project grading, bituminous surfacing and Bridge No. 34X05 construction; and
3. The DNR wishes to participate in the costs of the grading, bituminous surfacing and Bridge No. 34X05 construction and associated construction engineering; and
4. The federally eligible DNR participation construction and associated construction engineering will be reduced by the amount of Federal aid funding received for said construction; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the DNR; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 12. Governing Law; Jurisdiction; Venue; and 14. Force Majeure.
- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications, and special provisions designated by the State as State Project No. 3417-18 and 092-090-055 (T.H. 71=141) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the DNR Division of Parks & Trails and incorporated into this Agreement by reference.

2. Construction by the State

2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision and Inspection of Construction.*

A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.

B. **Inspection by the DNR.** The DNR participation construction covered under this Agreement will be open to inspection by the DNR. If the DNR believes the DNR participation construction covered under this Agreement has not been properly performed or that the construction is defective, the DNR will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the DNR are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the DNR participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

A. The State will make changes in the Project Plans and contract construction, which may include the DNR participation construction covered under this Agreement, and will enter into any necessary addenda, work orders, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate DNR official of any proposed addenda, work orders, change orders, and supplemental agreements to the construction contract that will affect the DNR participation construction covered under this Agreement.

B. The DNR may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. *Permits.*

A. **Limited Use Permit.** The DNR agrees to obtain in the future through the District's Right of Way Area Manager, a Limited Use Permit to cover the DNR's liability responsibilities when the Glacial Lakes State Trail is constructed upon the State right-of-way.

3. Maintenance by the DNR

3.1. **Box Culvert.** Upon completion of the construction contract, the DNR will retain ownership of the box culvert No. 34X05 and provide for all maintenance of the box culvert and future Glacial Lakes State Trail and all facilities a part thereof, without cost of expense to the State.

The State will perform structural inspections of box culvert No. 34X05, at no cost to the DNR. When repairs are needed, and not discovered by the DNR, the State shall notify the DNR of the deficiency and of the urgency for the repairs. The DNR must act in accordance with structural safety standards when repairs are needed. Upon request, the State will provide the structural inspection reports to the DNR. If the DNR fails to

make the repairs or if emergency repairs are needed, the State reserves the right to make repairs and bill the DNR for the State's actual expenses incurred; the DNR will pay the bill within 90 days.

In the event the Glacial Lakes State Trail is eliminated, the DNR shall restore the area to its prior condition at its expense.

4. Basis of DNR Cost

- 4.1. **Schedule "I"**. The Preliminary Schedule "I" includes all anticipated DNR participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. **DNR Participation Construction**. The DNR will participate in the following at the percentages indicated. The construction includes the DNR's proportionate share of item costs for mobilization, field office and traffic control. It is anticipated that Federal aid funding will be available to the DNR as defined below. The DNR may be billed for the match of their cost participation as shown on the Schedule "I". DNR costs will include an amount equal to all anticipated Federal aid funding not applied to the federally eligible DNR participation construction and associated construction engineering.
- A. 100 Percent will be the DNR's rate of cost participation in all of the box culvert construction. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 and No. 3 of the Preliminary Schedule "I". Federal aid funds will be applied at a rate of 80 Percent. (The Federal aid funds are capped at \$304,916.00, and may be modified at the time of award.)
- 4.3. **Construction Engineering Costs**. The DNR will pay a construction engineering charge equal to 8 percent of the total DNR participation construction covered under this Agreement.
- 4.4. **Plan Changes, Additional Construction, Etc.** The DNR will share in the costs of construction contract addenda, work orders, change orders, and supplemental agreements that are necessary to complete the DNR participation construction covered under this Agreement, including any DNR requested additional work and plan changes. The State reserves the right to invoice the DNR for the cost of any additional DNR requested work and plan changes, construction contract addenda, work orders, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.
- 4.5. **Liquidated Damages**. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. DNR Cost and Payment by DNR

- 5.1. **DNR Cost**. \$1,408,929.20 is the DNR's estimated share of the costs of the contract construction including Federal aid, and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this agreement.
- 5.2. **Conditions of Payment**. The DNR will pay the State the DNR's total estimated construction and construction engineering cost share, minus anticipated DNR Federal aid, as shown in the Revised Schedule "I", after the following conditions have been met:
- A. Execution of this Agreement and transmittal to the DNR, including a copy of the Revised Schedule "I".
- B. The DNR's receipt of a written request from the State for the advancement of funds.
- 5.3. **Acceptance of the DNR's Cost and Completed Construction**. The computation by the State of the amount due from the DNR will be final, binding, and conclusive. Acceptance by the State of the completed contract

construction will be final, binding, and conclusive upon the DNR as to the satisfactory completion of the contract construction.

- 5.4. Final Payment by the DNR.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor and determination by the Federal Highway Administration of the amount of its reimbursement to the State, the State will prepare a Final Schedule "I" and submit a copy to the DNR. The Final Schedule "I" will be based on final quantities, and include all DNR participation construction items and the construction engineering cost share covered under this Agreement. The Final Schedule "I" may also include DNR costs in an amount equal to all Federal aid funding not applied to the federally eligible DNR participation construction and associated construction engineering. If the final cost of the DNR participation construction exceeds the amount of funds advanced by the DNR, the DNR will pay the difference to the State without interest. If the final cost of the DNR participation construction is less than the amount of funds advanced by the DNR, the State will refund the difference to the DNR without interest.

The State and the DNR waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

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

- 6.1.** The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: maryanne.kellysonnek@state.mn.us

- 6.2.** The DNR's Authorized Representative will be:

Name/Title: Kent Skaar, DNR Division of Parks & Trails (or successor)
 Address: DNR 500 Lafayette Road, St. Paul, MN 55155
 Telephone: (651) 259-5636
 E-Mail: Kent.Skaar@state.mn.us

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the DNR. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State and DNR.

8.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the DNR's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

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

12. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. Termination; Suspension

13.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

13.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the DNR.

13.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

14. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

DEPARTMENT OF NATURAL RESOURCES

DEPARTMENT OF TRANSPORTATION

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

Recommended for Approval:

By: Kent Sten / Recommended.

By: Jon Huseby
(District Engineer)

Title: Senior Project Manager

Date: 5/4/17

Date: 4/28/17

Approved: Tom Sk
(State Design Engineer)

By: Phil G

By: Tom Sk
(State Design Engineer)

Title: Deputy Director

Date: 5/18/17

Date: 4/28/2017

COMMISSIONER OF ADMINISTRATION

By: Ch Uy
(With delegated authority)

Date: 05/22/2017

50216

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

Art Kane
CONTRACT # 124317
3-112353

4/27/17
encumbered

PRELIMINARY SCHEDULE "I"
Agreement No. 1027122
DEPARTMENT OF NATURAL RESOURCES

S.P. 3417-18 (T.H. 71 = 141)

Preliminary: March 14, 2017

S.P. 092-090-055

State Funds

Box culvert construction to start approximately 2017 under

State Contract No. _____ with _____

located on T.H. 71.

COST PARTICIPATION

	TOTAL Construction Cost	TAP Fund 80 Percent Capped at \$304,916.00	Remaining DNR cost after capped TAP funds	DNR 20 Percent
(1) From Sheet No. 2 Box Culvert Cost Items	\$1,304,564.05	\$304,916.00	\$738,735.24	\$260,912.81
Construction Engineering (8%) (On Total Construction Cost)	\$104,365.12			
Construction + Construction Engineering Subtotals	1,104,013.17			
(2) Total DNR Obligation less Federal Funds	\$1,104,013.17			

(1) Amount of total DNR obligation as described in Article 5.1 of the Agreement (Estimated amount)

(2) Amount of advance payment as described in Article 5.2 of the Agreement (Estimated amount)

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 092-090-055 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST ()
2021.501	MOBILIZATION	LUMP SUM	0.20	480,000.00	96,000.00
2031.501	FIELD OFFICE TYPE D	EACH	0.20	10,000.00	2,000.00
2101.506	GRUBBING	ACRE	2.50	4,000.00	10,000.00
2104.501	REMOVE PIPE CULVERTS	LIN FT	514.00	10.00	5,140.00
2104.501	REMOVE BARBED WIRE FENCE	LIN FT	929.00	3.00	2,787.00
2104.509	REMOVE PIPE APRON	EACH	12.00	128.00	1,536.00
2104.513	SAWING BIT PAVEMENT (FULL DEPTH)	LIN FT	75.00	1.50	112.50
2105.604	GEOTEXTILE FABRIC TYPE V	SQ YD	4,012.00	1.88	7,542.56
2106.501	EXCAVATION - COMMON (P)	CU YD	35,693.00	3.50	124,925.50
2106.505	EXCAVATION - MUCK (P)	CU YD	1,547.00	5.50	8,508.50
2106.521	GRANULAR EMBANKMENT (CV) (P)	CU YD	38,690.00	5.00	193,450.00
2106.522	SELECT GRANULAR EMBANKMENT (CV) (P)	CU YD	2,560.00	14.75	37,760.00
2106.523	COMMON EMBANKMENT (CV) (P)	CU YD	69,194.00	3.00	207,582.00
2118.501	AGGREGATE SURFACING CLASS 1 (P)	CU YD	511.00	14.00	7,154.00
2123.610	TRACTOR MOUNTED BACKHOE	HOUR	20.00	113.00	2,260.00
2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	1,693.00	23.00	38,939.00
2215.501	FULL DEPTH RECLAMATION	SQ YD	15,824.00	1.00	15,824.00
2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C) 1.5" THICK	SQ YD	8,662.00	5.00	43,310.00
2360.503	TYPE SP 9.5 WEARING COURSE MIXTURE (4,C) 4.0" THICK	SQ YD	4,550.00	8.00	36,400.00
2360.503	TYPE SP 12.5 WEARING COURSE MIXTURE (3,A) 3.0" THICK	SQ YD	568.00	10.00	5,680.00
2411.511	STRUCTURE EXCAVATION CLASS E	CU YD	8,457.00	1.50	12,685.50
2412.511	12X12 PRECAST CONCRETE BOX CULVERT	LIN FT	232.00	800.00	185,600.00
2412.512	12X12 PRECAST CONCRETE BOX CULVERT END SECTION	EACH	2.00	21,700.00	43,400.00
2451.511	COARSE FILTER AGGREGATE (CV) (P)	CU YD	62.00	28.00	1,736.00
2451.515	COARSE AGGREGATE BEDDING (CV) (P)	CU YD	798.00	29.00	23,142.00
2501.511	18" CAS PIPE CULVERT	LIN FT	140.00	26.00	3,640.00
2501.515	18" RC PIPE APRON	EACH	2.00	648.00	1,296.00
2501.515	24" RC PIPE APRON	EACH	2.00	638.00	1,276.00
2501.561	18" RC PIPE CULVERT DES 3006	LIN FT	166.00	44.00	7,304.00
2501.561	24" RC PIPE CULVERT DES 3006	LIN FT	180.00	57.00	10,260.00
2501.561	30" RC PIPE CULVERT DES 3006	LIN FT	70.00	101.00	7,070.00
2501.569	18" CAS SAFETY APRON	EACH	2.00	316.00	632.00
2501.569	30" RC SAFETY APRON	EACH	2.00	865.00	1,730.00
2501.602	18" SAFETY APRON	EACH	2.00	300.00	600.00
2501.602	24" SAFETY APRON	EACH	4.00	275.00	1,100.00

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 092-090-055 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2501.603	18" PIPE CULVERT	LIN FT	28.00	31.00	868.00
2501.603	24" PIPE CULVERT	LIN FT	152.00	33.00	5,016.00
2502.521	4" PE PIPE DRAIN	LIN FT	302.00	4.40	1,328.80
2502.602	CS OVERSLEEVE WITH RODENT GUARD	EACH	1.00	100.00	100.00
2502.602	6" PE INSPECTION TEES	EACH	1.00	300.00	300.00
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	3.00	200.00	600.00
2540.602	MAIL BOX SUPPORT	EACH	1.00	130.00	130.00
2554.509	GUIDE POST TYPE B	EACH	6.00	52.00	312.00
2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	LIN FT	126.00	36.00	4,536.00
2557.603	BARBED WIRE FENCE	LIN FT	891.00	10.00	8,910.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.20	100,000.00	20,000.00
2572.501	TEMPORARY FENCE	LIN FT	160.00	1.90	304.00
2573.502	SILT FENCE, TYPE MS	LIN FT	4,950.00	1.90	9,405.00
2573.511	WATER TREATMENT TYPE SKIMMER	EACH	1.00	2,500.00	2,500.00
2573.515	FILTER BERM TYPE 5	LIN FT	228.00	14.50	3,306.00
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	576.00	2.50	1,440.00
2573.560	CULVERT END CONTROLS	EACH	7.00	205.00	1,435.00
2574.508	FERTILIZER TYPE 3	POUND	2,638.00	0.62	1,635.56
2574.508	FERTILIZER TYPE 4	POUND	611.00	0.67	409.37
2574.578	SOIL BED PREPARATION	ACRE	10.90	150.00	1,635.00
2575.501	SEEDING (P)	ACRE	10.90	197.00	2,147.30
2575.502	SEED MIXTURE 25-141	POUND	137.00	4.50	616.50
2575.502	SEED MIXTURE 33-261	POUND	119.00	25.00	2,975.00
2575.502	SEED MIXTURE 35-241	POUND	191.00	14.00	2,674.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 6	SQ YD	221.00	2.90	640.90
2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	52,879.00	1.44	76,145.76
2575.523	EROSION CONTROL BLANKETS CATEGORY 4N	SQ YD	704.00	1.70	1,196.80
2575.541	MOWING	ACRE	21.90	85.00	1,861.50
2575.545	WEED SPRAYING	ACRE	5.40	650.00	3,510.00
2575.547	WEED SPRAY MIXTURE	GALLON	2.70	90.00	243.00
				TOTAL	1,304,564.05
				80% TAP FUND (Capped At \$304,916.00)	304,916.00
				20% DNR + REMAINING OVER CAP COST	999,648.05

REVISED SCHEDULE "I"
Agreement No. 1027122
DEPARTMENT OF NATURAL RESOURCES

S.P. 3417-18 (T.H. 71 = 141)

Preliminary: March 14, 2017

S.P. 092-090-055

Revised: June 19, 2017

State Funds

Box culvert construction to start approximately 2017 under
 State Contract No. 170085 with Hardrives, Inc.
 located on T.H. 71.

COST PARTICIPATION

	TOTAL Construction Cost	TAP Fund 80 Percent Capped at \$304,916.00	Remaining DNR cost after capped TAP funds	DNR 20 Percent
(1) From Sheet No. 3 - Construction	\$1,062,542.81	\$92,149.17	\$947,356.35	\$23,037.29
From Sheet No. 4 - Box Culvert	\$265,958.54	\$212,766.83		53,191.71
Construction Sub-total	\$1,328,501.35			\$76,229.00
Construction Engineering (8%) (On Total Construction Cost)	\$106,280.11			
Construction + Construction Engineering Subtotals	1,434,781.46			
(2) Total DNR Obligation less Federal Funds	\$1,129,865.46			

(1) Amount of total DNR obligation as described in Article 5.1 of the Agreement.

(2) Amount of advance payment as described in Article 5.2 of the Agreement.

(1)=80%/20% TAP capped at \$304,916.00, remainder 100% DNR

1027122

(P) = PLAN QUANTITY

ITEM NUMBER	S.P. 092-090-055 WORK ITEM - CONSTRUCTION	UNIT	QUANTITY	UNIT PRICE	COST (1)
2501.603	18" PIPE CULVERT	LIN FT	28.00	24.16	676.48
2501.603	24" PIPE CULVERT	LIN FT	152.00	30.20	4,590.40
2502.521	4" PE PIPE DRAIN	LIN FT	302.00	7.05	2,129.10
2502.602	CS OVERSLEEVE WITH RODENT GUARD	EACH	1.00	236.56	236.56
2502.602	6" PE INSPECTION TEES	EACH	1.00	171.13	171.13
2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	3.00	905.99	2,717.97
2540.602	MAIL BOX SUPPORT	EACH	1.00	105.70	105.70
2554.509	GUIDE POST TYPE B	EACH	6.00	35.23	211.38
2557.501	WIRE FENCE DESIGN SPECIAL VINYL COATED	LIN FT	126.00	85.57	10,781.82
2557.603	BARBED WIRE FENCE	LIN FT	891.00	8.56	7,626.96
2563.601	TRAFFIC CONTROL	LUMP SUM	0.20	53,352.68	10,670.54
2572.501	TEMPORARY FENCE	LIN FT	160.00	10.07	1,611.20
2573.502	SILT FENCE, TYPE MS	LIN FT	3,750.00	1.71	6,412.50
2573.511	WATER TREATMENT TYPE SKIMMER	EACH	1.00	1,092.22	1,092.22
2573.515	FILTER BERM TYPE 5	LIN FT	228.00	25.17	5,738.76
2573.533	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	576.00	2.42	1,393.92
2573.560	CULVERT END CONTROLS	EACH	7.00	151.00	1,057.00
2574.508	FERTILIZER TYPE 3	POUND	2,638.00	0.32	844.16
2574.508	FERTILIZER TYPE 4	POUND	611.00	0.32	195.52
2574.578	SOIL BED PREPARATION	ACRE	10.90	100.67	1,097.30
2575.501	SEEDING (P)	ACRE	10.90	100.67	1,097.30
2575.502	SEED MIXTURE 25-141	POUND	137.00	2.59	354.83
2575.502	SEED MIXTURE 33-261	POUND	119.00	18.34	2,182.46
2575.502	SEED MIXTURE 35-241	POUND	191.00	13.17	2,515.47
2575-518	TEMPORARY POLY COVERING	SQ YD	2,200.00	2.01	4,422.00
2575.523	EROSION CONTROL BLANKETS CATEGORY 6	SQ YD	221.00	5.03	1,111.63
2575.523	EROSION CONTROL BLANKETS CATEGORY 3N	SQ YD	52,879.00	1.11	58,695.69
2575.523	EROSION CONTROL BLANKETS CATEGORY 4N	SQ YD	704.00	2.01	1,415.04
2575.541	MOWING	ACRE	21.90	35.23	771.54
2575.545	WEED SPRAYING	ACRE	5.40	100.67	543.62
2575.547	WEED SPRAY MIXTURE	GALLON	2.70	80.53	217.43
				TOTAL	1,062,542.81

PARTNERSHIP AGREEMENT BETWEEN
MINNESOTA DEPARTMENT OF TRANSPORTATION
AND
MINNESOTA DEPARTMENT OF NATURAL RESOURCES
FOR
MAINTENANCE AT GRAND PORTAGE STATE PARK / REST AREA
AND
CUSTODIAL SERVICES AT MOUNT JOSEPHINE WAYSIDE

This Agreement is between the Minnesota Department of Transportation ("MnDOT") and the Minnesota Department of Natural Resources ("DNR")

Recitals

1. Under Minnesota Statutes Section 174.02, subdivision 6, the Commissioner of Transportation may enter into agreements with governmental or nongovernmental entities for research and experimentation, for sharing facilities, equipment, staff, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services or that further the development of innovation in transportation for the benefit of the citizens of Minnesota; and
2. The parties have jointly constructed the Grand Portage Visitor Center and Rest Area under previous contract and agreement; and
3. The parties wish to cooperatively provide maintenance at the Grand Portage State Park Visitor Center/ Rest Area; and
4. The parties wish to cooperatively provide custodial service at the Mount Josephine Wayside; and
5. Both parties are willing to enter this Agreement to set forth their respective rights and duties.

Agreement

1. **Term of Agreement; Exhibits**
 - 1.1 *Effective date.* This Agreement will be effective upon execution and approval by the appropriate MnDOT and DNR officials pursuant to Minnesota law.
 - 1.2 *Expiration date.* This Agreement will expire on June 30, 2022, unless terminated earlier pursuant to Article 6.
 - 1.3 *Exhibits.* Exhibit A is attached and incorporated into this agreement.
2. **Scope of Work and Responsibilities of Each Party.** The responsibilities of each Party for maintenance of the Grand Portage Rest Area and Mount Josephine Wayside are defined in Exhibit A – Maintenance and Custodial Services.
3. **Authorized Representatives**
 - 3.1 *General Responsibility.* Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice required or permitted under this Agreement.
 - 3.2 *MnDOT's Authorized Representative is*
Name: Perry Collins or his successor.
Title: Maintenance Operations Engineer
MnDOT – District 1
Address: 1123 Mesaba Avenue, MS-010, Duluth, MN 55811
Telephone Number: 218-725-2827

MnDOT Contract #
MNDNR Contract #

1028663

127300

Email Address: perry.collins@state.mn.us

3.3 *DNR's Authorized Representative is:*

Name: Christa Maxwell or her successor.

Title: District Supervisor (Region 2, D4)

Minnesota DNR

Billing Address: Same as below

Street Address: 1568 Highway 2, Two Harbors, MN 55616

Telephone Number: 218-834-1433

Email Address: christa.maxwell@state.mn.us

4. Consideration and Payment

4.1 MnDOT will perform the work identified in Section 1.1 of Exhibit A without reimbursement from DNR. DNR will perform the work identified in Section 1.2 of Exhibit A without reimbursement from MnDOT.

4.2 MnDOT will make an annual payment to the DNR for the custodial services covered by this Agreement, as provided in Sections 3.2 and 4.2 of Exhibit A. The annual payment may be prorated and paid at different intervals if approved by the Operations Task Force.

4.3 Sections 2, 5, 6, 7 and 8 of Exhibit A provide for allocation of certain expenses between the parties. The Operations Task Force will be responsible for balancing the reimbursement amounts and making an annual assessment to the party owing the net reimbursement obligation. This allocation and assessment may happen on a more frequent basis if approved by the Operations Task Force. It is anticipated that MnDOT will generally owe reimbursements to the DNR under this Agreement.

4.4 The party owed the net reimbursement will create and enter an invoice in SWIFT. The party owing the net reimbursement will make payment using the bilateral netting process in SWIFT.

4.5 MnDOT's obligation due to the DNR for FY 2018 through FY 2022 will not exceed \$57,400.00 per year, subject to adjustment by the Operations Task Force as provided here.

Visitor Center/Rest Area - Custodial Basic Level Service	\$ 50,600.00
Mount Josephine Wayside - Custodial Service	\$ 6,800.00
Yearly Cost	\$ 57,400.00
Five year term	5
MnDOT's total obligation	\$ 287,000.00

MnDOT's total obligation for FY 2018 through FY 2022 will not exceed \$287,000.00.

4.6 The obligations of the parties under this Agreement are subject to the appropriation and encumbrance of funds for such purposes as required by applicable law.

5. Liability

Each party will be responsible for its own acts and omissions and the results thereof, to the extent permitted by Minnesota Statutes §3.736 and other applicable law.

6. Termination: This Agreement may be terminated by mutual agreement of the parties.

7. Amendments: This Agreement may be amended by mutual agreement of the parties.

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

MnDOT Contract #
MNDNR Contract #

1028663

127300

DEPARTMENT OF NATURAL RESOURCES

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

By: [Signature]
Title: PAT Admin Mgr
Date: 6-26-17

MNDOT ENCUMBRANCE VERIFICATION

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

By: [Signature]
Date: 7/13/17
SWIFT Contract # 128463

SWIFT Purchase Order # 3000367188

*DNR Cont # 12730
6-26-17
B. Klecker*

COMMISSIONER OF TRANSPORTATION

By: [Signature]
Title: Asst Division Director - Ops
Date: 6/28/17

MnDOT CONTRACT MANAGEMENT

By: [Signature]
Date: 7-20-17

MnDOT Contract #
MNDNR Contract #

00611

127360

Exhibit A

1. Parking lot and Access Road Maintenance during Snow Events

1.1. MnDOT Responsibilities. MnDOT will:

1.1.1. As appropriate, MnDOT plows will pass through the visitor center/rest area and parking lots but will not clear lots entirely.

1.1.2. Give priority to clearing Trunk Highway 61 before visitor center/rest area and parking lots.

1.1.3. When TH 61 is clear, MnDOT will completely plow the visitor center/rest area parking lots.

1.2. DNR Responsibilities. DNR will:

1.2.1. Maintain both parking lots with a quick mounted plow until MnDOT can return from clearing TH 61.

1.2.2. Assist on an as needed basis, to open the access road and parking lots when MnDOT plows are not available.

1.2.3. Assist with plowing areas of the parking lots that are difficult to reach with MnDOT trucks.

1.3. DNR understands snow removal and ice control on TH 61 must take priority over the access road to the visitor center/rest area and parking lots.

2. Parking Lot and Access Road Maintenance; Lighting Facilities

2.1. MnDOT will provide for the maintenance of the parking lots and the access road and all of the facilities a part thereof, including the lighting facilities.

2.2. MnDOT will provide for 100% of the cost of all routine maintenance and repair of the parking lots and access roads which cost \$1,000.00 or less per incident.

2.3. If a parking lot or access road maintenance or repair incident exceeds \$1,000.00, DNR will be responsible for 50% of the cost of the incident and MnDOT will be responsible for the remaining 50% of the cost.

2.4. MnDOT will consult with DNR before undertaking maintenance or repair work in excess of \$1,000.00.

2.5. MnDOT will pay for 100% of the electrical costs of the lighting facilities of the parking lots and exterior area lighting (for safety purposes), without cost to the DNR.

3. Custodial Services for Visitor Center/Rest Area

3.1. DNR will provide staff to perform custodial work within the visitor center/rest area

3.2. MnDOT will pay \$50,600.00 per year for the full cost of the basic level service.

3.2.1 Basic level service is defined as presence 365 days.

3.2.2 There will be a minimum of 8 hours of presence from May 1 to October 31 and as needed from November 1 to April 30th.

3.3. High priority custodial service will be custodial maintenance to the rest rooms, parking lot area, and surrounding walks and grounds. Maintenance of the walkways will include snow and debris removal, and other activities necessary to keep the walkways in a safe and usable condition.

3.4. DNR will pay the costs for any personnel needed in excess of this base-level service, without cost or expense to MnDOT.

3.5. DNR will supply cleaning equipment, supplies and mowing at no cost to MnDOT.

3.6. MnDOT will provide and maintain a snow blower.

3.7. The Grand Portage State Park Manager will supervise personnel.

4. Custodial Services for the Mount Josephine Wayside

4.1. DNR will provide staff to perform custodial work at the Mount Josephine Wayside

MnDOT Contract #
MNDNR Contract #

00611
127300

Exhibit A

- 4.2. MnDOT will pay \$6,800.00 per year for the cost of Custodial Service. Custodial Service is defined as a presence every day from May 1 to October 30 and 24 hours per week of custodial work during this time frame.
 - 4.2.1. Custodial work will include cleaning of restrooms, emptying of trash and recycling cans and collecting loose trash from walkways and parking lots.
- 4.3. MnDOT will contract for the trash collection from the dumpster and pumping the septic tanks as needed
- 5. Building Maintenance and Repairs**
 - 5.1. Routine Maintenance. The cost of routine building maintenance and repairs of the visitors center/rest area, defined as those activities costing \$100 or less per incident, will be the responsibility of the DNR.
 - 5.1.1. Routine building maintenance includes, but is not limited to: maintenance of heating, plumbing and electrical systems, painting, changing light-bulbs, replacing furnace filters, unplugging drains, replacing broken glass and repairing picnic tables and garbage receptacles.
 - 5.2. Non-routine Maintenance. Except for major repairs or replacements of the visitor center/rest area sewage system, Non-Routine maintenance includes all maintenance and repair incidents costing \$100.00 or more.
 - 5.3. MnDOT may provide available personnel to assist with non-routine building maintenance activities.
 - 5.4. The cost of non-routine maintenance and repairs of \$100 or more will be split 70% DNR and 30% MnDOT.
 - 5.5. Major repairs to the sewage system will be split 36% DNR and 64% MnDOT.
 - 5.6. DNR will be responsible for making the arrangements for the building maintenance and repairs.
 - 5.7. The Grand Portage State Park Manager will contact and consult with MnDOT before undertaking building maintenance work estimated to be in excess of \$1,000.00
- 6. Trash Collection and Recycling**
 - 6.1. DNR will be responsible for recycling activities for the visitor center/rest areas.
 - 6.2. DNR will be responsible for 70% of the cost of trash collection for the visitor center/rest area, and MnDOT will be responsible for the remaining 30% of the cost.
 - 6.3. DNR will be responsible for contracting for trash collection/recycling.
- 7. Building Operations**
 - 7.1. Electrical and Heating Costs.
 - 7.2. Except for electrical costs provided by MnDOT under Section 2.5,
 - 7.2.1. DNR will be responsible for 70% of the cost of electricity and heat for the visitor center/rest area.
 - 7.2.2. MnDOT will be responsible for the remaining 30% of the cost.
 - 7.2.3. MnDOT will be invoiced separately and directly by the power company for the parking lot lighting system and exterior lighting system. The electricity for this system will run on an independent meter.
- 8. Telephone Service.**
 - 8.1. DNR will pay 100% of the costs for telephone service in the visitor center office and interpretive center.

MnDOT Contract #
MNDNR Contract #

00611
127300

Exhibit A

- 8.2. One handicapped accessible TTY courtesy telephone and a rest area security telephone will be incorporated into the visitor center telephone.
 - 8.3. MnDOT will pay for any extraordinary costs associated with the TTY courtesy phone requirement including repairs or replacement.
 - 8.4. DNR and MnDOT will cooperate to provide "North Shore Travel Information Services,"
 - 8.5. DNR will be responsible for displaying and distributing information and interpretive materials in the visitor center/rest area.
9. **Operations Task Force**
- 9.1. The parties will establish an Operations Task Force for the purposes of overseeing the operation of the facilities, implementing this Agreement, and determining payments/reimbursements under the terms of this Agreement. The Task Force will consist, initially, of the Grand Portage State Park Manager, DNR NE Region Facilities Maintenance Supervisor, and MnDOT's District Maintenance Engineer, with other members to be added at the discretion of each party.
 - 9.2. The Operations Task Force Duties:
 - 9.2.1. Meet periodically to review billings and expenditures and review the Agreement provisions.
 - 9.2.2. Determine the specific maintenance and operational responsibilities of each agency for items not covered under this Agreement.
 - 9.2.3. Determine, based on the percentage allocations specified in this Agreement the dollar value of the services for which each agency will pay annually, and direct that invoicing occur accordingly.
 - 9.2.4. Each agency will be invoiced separately at the agreed upon percentages for any additional services per the Operations Taskforce not covered in this Agreement.
 - 9.2.5. Recommend any changes to the allocations specified in this Agreement as deemed desirable based on actual experience.

(The remainder of this page has been intentionally left blank)